



SEATTLE CITY COUNCIL

Legislative Summary

CB 118629

Record No.: CB 118629

Type: Ordinance (Ord)

Status: Passed

Version: 1

124999

In Control: City Clerk

File Created: 02/02/2016

Final Action: 03/10/2016

Title: AN ORDINANCE relating to City employment; authorizing the execution of collective bargaining agreements between The City of Seattle and certain unions; and ratifying and confirming certain prior acts.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments: Att 1 - Prosecuting Attorneys Agreement, Att 2 - Carpenters Agreement, Att 3 - Local 79 Agreement, Att 4 - Local 289 Agreement

Drafter: sarah.butler@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

☐ Yes

☐ No

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	02/08/2016	Mayor's leg transmitted to Council	City Clerk			
	Action Text:	The Council Bill (CB) was Mayor's leg transmitted to Council. to the City Clerk					
	Notes:						
1	City Clerk	02/09/2016	sent for review	Council President's Office			
	Action Text:	The Council Bill (CB) was sent for review. to the Council President's Office					
	Notes:						
1	Council President's Office	02/11/2016	sent for review	Full Council			
	Action Text:	The Council Bill (CB) was sent for review. to the Full Council					
	Notes:						
1	Full Council	02/22/2016	referred	Full Council			
1	Full Council	02/29/2016	passed				Pass
	Action Text:	The Motion carried, the Council Bill (CB) was passed by the following vote, and the President signed the Bill:					

Notes: Motion was made and duly seconded to pass Council Bill 118629.

In Favor: 9 Councilmember Bagshaw, Councilmember Burgess, Councilmember
González , Council President Harrell, Councilmember Herbold,
Councilmember Johnson, Councilmember Juarez, Councilmember
O'Brien, Councilmember Sawant

Opposed: 0

1 City Clerk 03/03/2016 submitted for Mayor
Mayor's signature
Action Text: The Council Bill (CB) was submitted for Mayor's signature. to the Mayor
Notes:

1 Mayor 03/10/2016 Signed
Action Text: The Council Bill (CB) was Signed.
Notes:

1 Mayor 03/10/2016 returned City Clerk
Action Text: The Council Bill (CB) was returned. to the City Clerk
Notes:

1 City Clerk 03/10/2016 attested by City
Clerk
Action Text: The Ordinance (Ord) was attested by City Clerk.
Notes:

CITY OF SEATTLE
ORDINANCE 124999
COUNCIL BILL 118629

AN ORDINANCE relating to City employment; authorizing the execution of collective bargaining agreements between The City of Seattle and certain unions; and ratifying and confirming certain prior acts.

WHEREAS, previous agreements between The City of Seattle and certain unions that established wages, hours, benefits, and other conditions of employment have expired; and

WHEREAS, employees represented by unions continued to work after the agreements expired on condition that the subject of their wages, hours, benefits, and other conditions of employment continue to be negotiated; and

WHEREAS, collective bargaining has led to agreements and/or tentative agreements between the The City of Seattle and certain unions; and

WHEREAS, separate, future legislation will be forwarded by the City Budget Office to provide department budget appropriation authority to cover compensation authorized in the attached collective bargaining agreements;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of The City of Seattle (City) to execute a collective bargaining agreement between the City and the Washington State Council of County and City Employees Local 21PA, AFSCME, AFL-CIO, substantially in the form attached to this ordinance as Attachment 1 and identified as "Agreement by and between The City Of Seattle and

1 The Washington State Council of County and City Employees Local 21PA, AFSCME, AFL-
2 CIO.”

3 Section 2. As requested by the Seattle Human Resources Director and recommended by
4 the Mayor, the Mayor is authorized on behalf of the City to execute a collective bargaining
5 agreement between the City and the Pacific Northwest Regional Council of Carpenters,
6 substantially in the form attached to this ordinance as Attachment 2 and identified as “Agreement
7 by and between The City Of Seattle and The Pacific Northwest Regional Council of Carpenters,”
8 provided that union membership has ratified the agreement.

9 Section 3. As requested by the Seattle Human Resources Director and recommended by
10 the Mayor, the Mayor is authorized on behalf of the City to execute a collective bargaining
11 agreement between the City and the International Association of Machinists and Aerospace
12 Workers, District Lodge 160, Local 79, substantially in the form attached to this ordinance as
13 Attachment 3 and identified as “Agreement by and between The City Of Seattle and
14 International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79.”

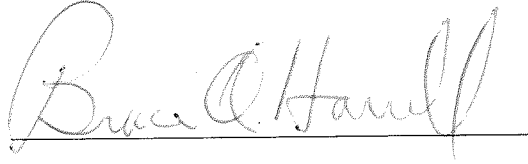
15 Section 4. As requested by the Seattle Human Resources Director and recommended by
16 the Mayor, the Mayor is authorized on behalf of the City to execute a collective bargaining
17 agreement between the City and the International Association of Machinists and Aerospace
18 Workers, District Lodge 160, Local 289, substantially in the form attached to this ordinance as
19 Attachment 4 and identified as “Agreement by and between The City Of Seattle and
20 International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289.”

21 Section 5. Any act consistent with the authority and prior to the effective date of this
22 ordinance is ratified and confirmed.
23

Section 6. 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.

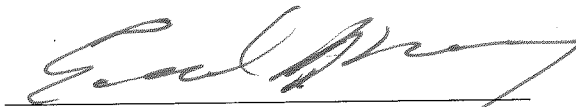
Passed by the City Council the 29th day of February, 2016, and signed by me in open session in authentication of its passage this

29th day of February, 2016.



President. _____ of the City Council

Approved by me this 10th day of March, 2016.



Edward B. Murray, Mayor

Filed by me this 10th day of MARCH, 2016.



Monica Martinez Simmons, City Clerk

(Seal)

1 Attachments:

2 Attachment 1: Agreement by and between The City Of Seattle and The Washington State
3 Council of County and City Employees Local 21PA, AFSCME, AFL-CIO
4 (Prosecuting Attorneys Agreement)

5 Attachment 2: Agreement by and between The City Of Seattle and The Pacific Northwest
6 Regional Council of Carpenters (Carpenters Agreement)

7 Attachment 3: Agreement by and between The City Of Seattle and International Association of
8 Machinists and Aerospace Workers, District Lodge 160, Local 79 (Local 79
9 Agreement)

10 Attachment 4: Agreement by and between The City Of Seattle and International Association of
11 Machinists and Aerospace Workers, District Lodge 160, Local 289 (Local 289
12 Agreement)

AGREEMENT
BY AND BETWEEN
THE CITY OF SEATTLE
AND
THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY
EMPLOYEES
LOCAL 21PA, AFSCME, AFL-CIO

LAW DEPARTMENT
ASSISTANT CITY PROSECUTORS
IN THE CRIMINAL DIVISION

Effective through January 1, 2015, through December 31, 2018

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PREAMBLE

THIS AGREEMENT is between the City of Seattle (hereinafter called the "City") and the Washington State Council of County and City Employees, Local 21PA, AFSCME, AFL-CIO (hereinafter called the "Union") for the purpose of setting forth the mutual understanding of the Parties as to wages, hours, and other conditions of employment of those employees employed by the City Attorney in the Law Department for whom the City has recognized the Union as the collective bargaining representative.

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

NONDISCRIMINATION STATEMENT

The City and the Union agree that neither Party will unlawfully discriminate against any employee because of race, color, age, sex, marital or military status, sexual orientation, political ideology or affiliation, creed, religion, ancestry, national origin, participation or lack of participation in Union activities, or the presence of any sensory, mental, or physical disability, 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 Union as the exclusive collective bargaining representative for collective bargaining purposes of all regular full-time and part-time Assistant City Prosecutors of the City of Seattle in the Criminal Division of the City Attorney's Office, excluding supervisors, confidential employees, and all other employees.
- 1.2 The terms "employee," "Assistant City Prosecutor" and "Union member" shall not be defined to include temporary employees, interns, externs, or volunteers.
- 1.3 The Parties recognize that providing opportunities for law students and attorneys to serve as interns, externs, and volunteers is a valuable service, both to the legal community and to the City. The Law Department therefore retains the right to use interns, externs, and volunteers to the extent it deems appropriate.

ARTICLE 2 – RIGHTS OF MANAGEMENT

- 2.1 **Retained Rights:** The management of the Law Department and its employees are vested by the City Charter exclusively in the City Attorney. Except where limited by an express provision of this Agreement, the City Attorney has the sole right to manage and direct all operations of the Law Department and to control its budget in an effective manner. A nonexclusive listing of examples of such rights includes the rights:
- A. To appoint, hire, assign, transfer, promote, discipline, or discharge employees;
 - B. To determine the methods and personnel necessary for providing services of the Law Department, including the creation and execution of policy; changes in the exercise of prosecutorial discretion; increase or diminution or change of operations and the introduction of any new, improved, or automated methods or equipment;
 - C. To set standards of work performance and to evaluate work performance;
 - D. To determine work schedules and the location of work assignments and offices;
 - E. To contract for any and all services on the basis of: 1) the need for specialized expertise, 2) cost savings to the City, or 3) workload(s) above the capacity of the work force. Before contracting for bargaining unit work, the Department will normally provide thirty (30) calendar days' notice to the Union, which shall include a description of the services to be performed and an explanation of the reason(s) for the action.
 - F. To temporarily assign employees to a specific job or position outside the bargaining unit or out-of-class;
 - G. To assign attorneys from other Law Department units to perform work in the Criminal Division on an emergency or temporary basis not to exceed six (6) months unless a longer period of time is mutually agreed upon, without incurring any obligation of the City or of the assigned employee to the Union subject to Article 1; and
 - H. To take actions necessary in emergencies to assure the proper functioning of the Law Department.
- 2.2 **Notice and Opportunity to Bargain:** The City Attorney or designee will notify the Union of changes to wages, hours, or working conditions prior to implementation. The Union may agree to the changes or may give notice to the City Attorney or designee of its intent to negotiate the changes or their effect prior

to implementation. The Union will give such notice within thirty (30) calendar days of receiving notice of the changes from the City Attorney or designee. The City Attorney or designee may assume that the changes are acceptable to the Union if no demand for bargaining is made within that time. If a demand to bargain is made within that timeframe, the parties will commence negotiations in a timely manner.

ARTICLE 3 – UNION SECURITY

- 3.1 The Union has the right to encourage all employees in the bargaining unit to become and remain members in good standing of the Union, and the Union accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.
- 3.2 The City shall deduct from the paycheck of each employee who has so authorized it the regular dues uniformly required of members of the Union, or an agency fee. The amounts deducted shall be transmitted to the Union on behalf of the employees involved on the payday following each pay period. Authorization by the employee shall be on a form approved by the parties and may be revoked by the employee upon request.
- 3.3. 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.
- 3.4 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 of the following information: name, address, job classification, job location, and date of hire into the bargaining unit.
- 3.5 All employees covered by this Agreement who voluntarily are, or who voluntarily become, members of the Union 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 during the term of this Agreement.
- 3.6 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 the regular monthly dues uniformly required of members, or shall pay an amount determined by the Union in compliance with the requirements of applicable law to the Union as an agency fee. 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.
- 3.7 Employees covered by this Agreement who have a religious objection to Union membership that satisfies the religious exemption criteria set forth in applicable law shall pay an amount equivalent to regular Union dues and/or agency fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union do not

reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

- 3.8 Failure by an employee to abide by the afore-referenced provisions shall constitute reason for discharge of such employee; provided, however, it shall be the responsibility of the Union to notify the City in writing when it is seeking discharge of an employee for noncompliance with sections 3.5 and 3.6 of this Article. When an employee fails to fulfill the Union security obligations set forth within this Article, the Union shall forward a "Request for Discharge Letter" to the City Attorney with copies to the affected employee and the City Director of Labor Relations. Accompanying the Discharge Letter shall be a copy of the letter to the employee from the Union explaining the employee's obligation under Article 3.
- 3.9 The "Request for Discharge Letter" shall specifically request the discharge of the employee for failure to abide by sections 3.5 and 3.6 of Article 3, but provide the employee and the City with thirty (30) calendar day's written notification of the Union's intent to require discharge, during which time the employee may make restitution in the amount which is overdue. Upon receipt of the Union's request, the City Attorney or designee, shall give notice in writing to the employee, with a copy to the Union and the City Director of Labor Relations, that the employee faces discharge upon the request of the Union at the end of the thirty (30) calendar day period noted in the Union's "Request for Discharge Letter" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the City Attorney any information relevant to why the City Attorney should not act upon the Union's written request for the employee's discharge.
- 3.10 In the event the employee has not yet fulfilled the obligation set forth within the aforementioned sections of this Article within the thirty (30) calendar day period noted in the Request for Discharge Letter, the Union shall thereafter reaffirm in writing to the City Attorney, with copies to the affected employee and the City Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Union rescinds its request for the discharge, the City Attorney shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the Union security obligation within the thirty-(30) calendar day period, the Union shall so notify the City Attorney in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Union has reaffirmed its request for discharge, the City Attorney shall notify the Union in writing, with a copy to the City Director of Labor Relations and the affected employee, that the City has effectuated the discharge and the specific date such discharge was effectuated, or that the department has not discharged the Employee, setting forth the reason why it has not done so.

- 3.11 The Union will administer the provisions of this Article with regard to membership 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 to the employees covered by this Agreement shall not be subject to the grievance and arbitration procedures set forth in this Agreement.
- 3.12 The Union agrees to indemnify and save harmless the City from any and all liability arising from disputes concerning this Article provided this indemnity and/or save harmless shall not apply to any negligence or wrongful act of the City in administering its obligations under this Article.

ARTICLE 4 – LABOR-MANAGEMENT COMMITTEE

The Union and the City Attorney agree to hold labor-management meetings as necessary. A meeting may be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. The purpose of labor-management meetings is to deal with matters of general concern to both the Union and management.

**ARTICLE 5 – PERFORMANCE EVALUATIONS,
PERFORMANCE MANAGEMENT, AND REPRESENTATION**

- 5.1 The City Attorney or designee may provide performance expectations to employees orally or in writing at any time.
- 5.2 **Performance Evaluations:** The Law department is committed to assisting employees in meeting performance expectations and will provide employees feedback regarding their performance through formal performance reviews, informal discussions, and letters of expectation as needed. The performance of every employee will be evaluated annually near the end of the calendar year using the criteria generally applied to Assistant City Prosecutors and on a standard evaluation form used by the Law Department for such attorneys.
- 5.3 Employees who in the judgment of the City Attorney have failed to comply with established expectations may be suspended or discharged from employment. If an employee is required to attend a meeting the employee reasonably believes could lead to suspension or discharge from employment, the employee shall have the right to be accompanied by a representative of the Union. If an employee desires representation for such a meeting, the employee must notify the City Attorney or designee. The employee will be allowed a reasonable period of time to secure representation.
- 5.4 Prior to such meeting, the employee will be provided sufficient information to reasonably determine the nature of the meeting and the issue(s). Employees shall be advised as to the outcome of such a meeting within a reasonable period of time.
- 5.5 No employee shall be suspended or discharged from employment without first being provided written notice of the reason(s), including the information upon which the action is being contemplated, and an opportunity to meet with the City Attorney prior to a final determination in order to provide any information the employee wishes to provide regarding the action being contemplated. The employee may submit any information the employee deems relevant. If requested by the employee, such information will be placed in the employee's personnel file.
- 5.6 The City and the Union agree that it is in their mutual interests to maintain the confidentiality of such proceedings to the extent that circumstances may reasonably allow, and to complete such proceedings as expeditiously as circumstances allow.
- 5.7 The right to representation shall not extend to discussions with an employee in the normal course of business, such as giving instructions, assigning or evaluating work, informal discussions, delivery of paperwork, staff, or work unit meetings, or other routine communications with an employee.

- 5.8 Nothing in this Agreement is intended to limit or modify an employee's status as an at-will employee of the Law Department.

ARTICLE 6 – WAGES, TRANSIT BENEFIT, AND TRAVEL EXPENSES

- 6.1 **Salary Upon Hire:** The City Attorney or designee shall have sole discretion to place newly hired employees at a step within the Step Progression Pay Program or at a level in the Discretionary Pay Program commensurate with the new employee's knowledge, skills, years of experience and assigned duties and responsibilities.
- 6.2 **Step Progression and Discretionary Pay Programs:** The salary range and steps of the Step Progression Pay Program, and the minimum and maximum range of the Discretionary Pay Program are set forth in Appendix A.
- 6.2.1 Effective December 31, 2014, wage rates shall be according to Appendix A of this agreement, which includes a 2.0% increase and a 3.5% salary adjustment.
- 6.2.2 Effective December 30, 2015, wage rates shall be according to Appendix A of this agreement, which includes a 2.0% increase.
- 6.2.3 Effective December 28, 2016, wage rates shall be according to Appendix A of this agreement, which includes a 2.5% increase.
- 6.2.4 Effective December 27, 2017, wage rates shall be according to Appendix A of this agreement, which includes a 2.75% increase.
- 6.3 **Advancement within the Step Progression Pay Program:** Employees will automatically advance to the next Step of the Step Progression Pay Program up to Step 6 upon completion of twelve (12) months of actual service at their current Step, provided the employee's most recent annual performance appraisal reflects "meets expectations" or higher level performance in a majority of rating categories.
- A. Actual service shall be defined as one month's service for each month of full-time regular employment, including paid absences. The City Attorney or designee shall have discretion to credit unpaid absences due to sickness or injury at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may be credited at the rate of fifteen (15) calendar days per year at the discretion of the City Attorney or designee.
- B. Salary increases based on actual service shall become effective on the first day following the employee's completion of the time of actual service.
- 6.4 **Assignment to and Advancement within the Discretionary Pay Program:** The City Attorney or designee shall have sole discretion to increase the salary of individual employees to, or within, the Discretionary Pay Program based on the assignment of increased and/or specialized duties and/or responsibilities, recruitment and/or retention, desirable expertise and/or experience, and/or the

need for market adjustments determined necessary to address such needs. Increased and/or specialized duties and/or responsibilities shall be defined as duties and/or responsibilities that exceed those typically expected of or assigned to a journey-level employee, such as lead duties and/or responsibilities or training and/or mentoring of new employees.

- 6.5 **Movement from the Discretionary Pay Program to the Step Progression Pay Program:** In the event the City Attorney or designee determines that an employee in the Discretionary Pay Program will no longer be assigned increased and/or specialized duties or responsibilities as defined in section 6.4, the salary of such employee may be reduced to Step 6 of the Step Progression Pay Program.
- 6.6 **Transit Subsidy and Payroll Deduction of Parking Costs:** The City shall provide a transit subsidy benefit consistent with SMC 4.20.370 as amended, and will continue to provide payroll deduction for the payment of an employee's share of costs for parking in a City-owned facility so that such costs may be paid pre-tax consistent with and subject to applicable City and IRS rules and regulations.
- 6.7 **Travel Expenses:** When traveling outside the City at the direction of the City Attorney or designee, employees shall be reimbursed for:
- A. Actual expenses incurred for registration fees for conventions, seminars, or similar events.
 - B. Actual expenses incurred or the standard mileage rate set by the Seattle Human Resources Director, if reimbursement for mileage does not exceed the round-trip coach-class airfare of a common carrier.
 - C. Actual expenses incurred for meals when travel outside the City is not a routine or normal part of the employee's job and the reimbursement does not exceed the amount established by the City's Finance Director.
 - D. Actual expenses for automobile rental or other local transportation.
 - E. Actual necessary expenses for lodging, if costs do not exceed the amount set by the City's Finance Director.
 - F. Other reasonably necessary expenses related to the City business being performed, including, but not limited to, writing materials, reading materials, and telecommunications.
- 6.8 **Retirement and Deferred Compensation Program:**
- A. Employees are eligible to become members of the Seattle City Employees Retirement System (SCERS) as provided in Ordinance 78444, as amended,

and may participate in the City of Seattle's Deferred Compensation Plan as provided in SMC 4.38.010 as amended, and applicable City and IRS rules and regulations.

- B. Effective January 1, 2017 consistent with Ordinance No. 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017. Employees hired on or after shall be eligible to become members of SCERS II, and may participate in the City of Seattle's Deferred Compensation Plan as provided in SMC 4.38.010 as amended and applicable City and IRS rules and regulations.

**ARTICLE 7 – HOURS OF WORK, OCCASIONAL ABSENCES, WEEKEND AND
HOLIDAY WORK, AND INCLEMENT WEATHER**

- 7.1 As attorneys, Assistant City Prosecutors are exempt from the federal Fair Labor Standards Act (FLSA) and the Washington Minimum Wage Act. It is anticipated that employees will frequently find it necessary to work in excess of forty (40) hours per week. Employees shall fulfill their professional responsibilities with no expectation of overtime compensation, and are allowed discretion in structuring their workday to ensure that they can fulfill those responsibilities.
- 7.2 **Occasional Absences of Less than Four Hours:**
- A. Employees are not required to use paid leave for occasional absences of four (4) hours or less during a workday, and shall be paid their regular salary despite such absence.
 - B. Employees must notify their supervisor in advance of such absences and must schedule such absence to cause the least impact on the department and the employee's ability to produce his or her expected work outcomes.
 - C. In order to meet the needs of the department, employee work outcomes, or where such absences are no longer deemed occasional, employees may be denied permission for such absence or required to reschedule the absence at the discretion of his/her supervisor.
- 7.3 **Weekend and Holiday Court Calendars:**
- A. The Chief of the Criminal Division or designee will normally seek volunteers to work weekend and holiday Court calendars at least thirty (30) calendar days in advance of the need for weekend or holiday work. If there are insufficient volunteers by two weeks before the date on which work must be done, the Chief or designee will assign employees for such work.
 - B. Weekend Court Calendars: Except for employees assigned to work weekend Court calendars as a part of their regular work schedule, any employee who works a weekend Court calendar and who has not otherwise adjusted their work hours in that pay period shall receive eight (8) hours of compensatory time for work performed on duties directly related to that specific weekend Court calendar.
 - C. Holiday Court Calendars: Employees assigned to work a holiday Court calendar shall receive twelve (12) hours of compensatory time for work performed on duties directly related to that specific holiday Court calendar,
 - D. Compensatory time may be accumulated to a maximum of forty (40) hours and in no event shall an employee's total accumulation of compensatory time

exceed forty (40) hours except at the discretion of the City Attorney or designee.

- E. Except at the discretion of the City Attorney or designee as provided in section 7.3.D, when an employee who has reached the maximum accumulation of compensatory time is required or volunteers to work a weekend or holiday Court calendar, that employee shall receive no additional compensatory time, or shall only be eligible to receive the difference between the employee's current balance and the forty (40) hour maximum.
- F. Compensatory time earned for working weekend or holiday Court calendars is not compensation for additional hours worked. Article 7.3 provides a method for employees to document such time worked so that employees may request time off later in exchange for having worked a weekend day or a holiday, and for the department to track such time earned and used. Such compensatory time earned shall have no cash or monetary value and shall not be cashed out under any circumstance.
- G. Employees must use the City's Employee Self-Serve timekeeping system and the appropriate codes within the system to report compensatory time earned and used.
- H. Absences for which an employee intends to request compensatory time shall be subject to the department's normal requesting and approval requirements consistent with all categories of leave.
- I. Compensatory time must be used before vacation leave except where to do so would cause the loss of vacation leave. Compensatory time may be used in lieu of sick leave at the discretion of the City Attorney or designee. Employees may be required to provide certification from a health care provider that an absence for which compensatory time in lieu of sick leave is requested was due to a health related reason.

7.4 Inclement Weather: The discretion employees are allowed to structure their workdays in order to fulfill their professional responsibilities includes during inclement weather. Employees should use their own good judgment in the event of heavy snowfall or ice conditions. Except for sick leave, employees may request paid leave for absences due to inclement weather

ARTICLE 8 – HOLIDAYS

- 8.1 The City observes ten (10) official holidays and up to (4) four personal holidays. 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	4th Friday in November
Christmas Day	December 25th
Two Personal Holidays	0-9 years of service
Four Personal Holidays	After completion of 18,720 regular hours

- 8.2 When an official holiday falls on a Sunday, the following Monday shall be observed as the holiday. When an official holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.
- 8.3 Employees who have completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status, or accrue vacation leave at a rate of .0615 or greater on or before December 31st of the current year, shall receive two (2) additional 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.
- 8.4 Personal holidays shall be used in eight (8) hour increments or a pro-rated increment for part-time employees.
- 8.5 Personal holidays have no cash value and cannot be cashed out or carried over from year to year.

**ARTICLE 9 – VACATION, EXECUTIVE, MERIT, MILITARY, AND
SABBATICAL LEAVE, AND UNPAID LEAVE OF ABSENCE**

- 9.1 **Vacation Leave:** For eligible employees, vacation leave shall accumulate at the rate shown in section 9.3 for each hour on regular pay status as shown on the payroll not to exceed eighty (80) hours per pay period.
- 9.2 “Regular pay status” is defined as regular straight-time hours of work in addition to any paid time off such as vacation leave, sick leave, holiday time off, and any unpaid leave that the employee may be entitled to pursuant to applicable federal or state law. 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 leave accrual rates.
- 9.3 Vacation accrual rates shall be as set forth in Table 1. Table 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Table 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

TABLE 1

ACCRUAL RATE

Hours On Regular Pay Status (RPS)	Vacation Earned Per RPS Hour
0 through 8320 -----	0.0460
8321 through 18,720 -----	0.0577
18,721 through 29,120 -----	0.0615
29,121 through 39,520 -----	0.0692
39,521 through 41,600 -----	0.0769
41,601 through 43,680 -----	0.0807
43,681 through 45,760 -----	0.0846
45,761 through 47,840 -----	0.0885
47,841 through 49,920 -----	0.0923
49,921 through 52,000 -----	0.0961
52,001 through 54,080 -----	0.1000
54,081 through 56,160 -----	0.1038
56,161 through 58,240 -----	0.1076
58,241 through 60,320 -----	0.1115
60,321 and over -----	0.1153

TABLE 2

**RATE-EQUIVALENT ANNUAL
VACATION
FOR FULL-TIME EMPLOYEES**

Years Of Service	Days	Hours
0 through 4	12	96
5 through 9	15	120
10 through 14	16	128
15 through 19	18	144
20 through 24	20	160
25 through 29	21	168
30 through 34	22	176
35 through 39	23	184
40 through 44	24	192
45 through 49	25	200
50 through 54	26	208
55 through 59	27	216
60 through 64	28	224
65 through 69	29	232
70 through 74	30	240
75 through 79	30	240
80 and over	30	240

TABLE 3

**MAXIMUM
VACATION BALANCE
PER YEARS
OF SERVICE**

Years Of Service	Hours
0 through 4	192
5 through 9	240
10 through 14	256
15 through 19	288
20 through 24	320
25 through 29	336
30 through 34	352
35 through 39	368
40 through 44	384
45 through 49	400
50 through 54	416
55 through 59	432
60 through 64	448
65 through 69	464
70 through 74	480
75 through 79	480
80 and over	480

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

- 9.5 With department approval, employees may use accumulated vacation leave after completing six (6) months of continuous service or one thousand forty (1,040) hours on regular pay status, whichever is earlier.
- 9.6 In the event an employee's scheduled and approved vacation leave is cancelled, leaving no time to reschedule the vacation leave before the employee's maximum balance is reached, the employee's vacation leave balance will be permitted to exceed the allowable maximum for up to three (3) months for the sole purpose of rescheduling the employee's vacation leave. Such extension of the allowable maximum must be approved by both the City Attorney or designee and the Seattle Human Resources Director. In such cases, the City Attorney or designee shall provide the Seattle Human Resources Director with the circumstances and reasons leading to the need for the extension. Approval shall not be unreasonably denied provided the vacation leave could be taken within the three (3) month period. No extension of the three (3) month period will be allowed.
- 9.7 The minimum increment in which vacation leave may be taken is one (1) hour.
- 9.8 An employee who leaves City service for any reason after more than six (6) months service shall be paid in a lump sum for any unused vacation leave the employee has accrued and not used.
- 9.9 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 paid in a lump sum to the employee's designated beneficiary(ies) or the employee's estate.
- 9.10 Supervisors shall arrange vacation leave for employees on such schedules as will least interfere with the functions of the department but which accommodate the desires of employees to the greatest degree possible in light of the department's staffing needs.
- 9.11 In the event that an employee becomes seriously ill or seriously injured while the employee is on vacation leave and it can be established that the employee is incapacitated due to the illness or injury, the day or days that the employee is sick or injured may, upon the request of the employee, be deducted from the employee's accrued sick leave balance rather than vacation leave balance, and the employee will for all purposes be regarded as though he or she were off work solely for the reason of the illness or injury. Upon request, the employee shall submit medical certification of the illness or injury from the employee's health care provider regardless of the number of days off involved.

9.12 Executive Leave:

- A. Full-time employees shall receive thirty-two (32) hours of paid executive leave annually. Part-time employees shall receive executive leave proportionate to their part-time status annually. For example, a 75% employee shall receive 75% of thirty-two hours, or twenty-four (24) hours annually.
- B. Executive leave is prorated for employees who become eligible following the first full pay period in January at the rate of one (1) day of executive leave for each calendar quarter the employee is employed during the first full pay period of the quarter.
- C. Full time employees must use executive leave in increments of eight (8) hours. Part-time employees must use executive leave in increments equivalent to the length of their normal workday.
- D. Executive leave has no cash value and cannot be cashed out or carried over from year to year.

9.13 Merit Leave:

- A. The City Attorney or designee may annually award full-time employees a maximum of forty-eight (48) hours of paid merit leave in recognition of exceptional job performance.
- B. The City Attorney or designee may annually award part-time employees paid merit leave proportionate to their part-time status in recognition of exceptional job performance. For example, a 75% employee may receive up to 75% of forty-eight (48) hours, or thirty-six (36) hours annually.
- C. Full-time employees may be awarded up to forty-eight (48) hours of merit leave regardless of his or her length of service in a given year. Part-time employees may be granted up to their prorated maximum regardless of his or her length of service in a given year.
- D. Merit leave is awarded in December in recognition of the current year's performance. Employees may use the current year's award beginning in January of the year following the year of the award.
- E. Full-time employees must use merit leave in increments of eight (8) hours. Part-time employees must use merit leave in increments equivalent to the length of their normal workday.
- F. Merit leave has no cash value and cannot be cashed out or carried over from year to year.

G. Employees who have been suspended shall not be eligible for merit leave for the year in which the suspension occurred.

9.14 **Military Leave:** Military leave shall be granted as provided in RCW 38.40.060, or other applicable law, for periods of active duty or active training duty, including weekend drills, not exceeding a total of twenty-one (21) workdays during each year beginning October 1st and ending the following September 30th, provided the request for such leave is in writing and accompanied by a validated copy of military orders. Employees entering military service for more than twenty-one (21) days, who have requested leave as prescribed above, shall be granted leave as provided by applicable state and federal statutes. Such leave will be in addition to any vacation leave to which an employee might otherwise be entitled.

9.15 **Pay for Deployed Military:**

A. An employee 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.

B. An employee who is ordered to active military duty by the United States government and who has exhausted his or her annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

9.16 **Sabbatical Leave:** Regular employees covered by this Agreement shall be eligible for sabbatical leave as provided in Personnel Rule 7.4.

9.17 **Unpaid Leave of Absence:** 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 as follows:

A. Employees may request an unpaid leave of absence for personal or medical

reasons by submitting a written request to his or her supervisor. If denied, the reason(s) shall be provided to the employee in writing.

- 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 the employee has previously accrued before beginning such a leave.
 - C. With the approval of the City Attorney or designee, an employee granted an unpaid personal leave of absence need not exhaust any unused vacation leave before beginning an unpaid leave of absence. The City Attorney or designee may, however, deny the use of vacation leave requested for medical or health reasons.
 - D. All terms and conditions of an unpaid leave of absence including whether the employee's position will be held for his or her return shall be established in writing by the City Attorney or designee before the commencement of the leave.
- 9.18 **Reinstatement:** Except as provided in this Agreement, an employee shall have no greater right to reinstatement or other benefits and conditions of employment than if the he or she had been continuously employed during the leave period.
- 9.19 **Paid Parental Leave:** Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.
- 9.20 **Paid Leave for 2010 Furloughs:** Employees who furloughed in 2010 shall receive the same number of leave hours taken in 2010 and those hours will be split equally to be used in 2016 and 2017. In no case shall employees receive more than eighty (80) hours leave. Employees shall take the leave provided under this paragraph in full-day increments to the extent possible and the hours will not carry over to the following year. Employee must be in regular or benefit eligible temporary status in order to receive this benefit. In the case that the employee did not take furlough days in 2010 because they had planned to retire, and then elected not to retire and subsequently "paid" for those furlough days, they will be compensated with the same leave

**ARTICLE 10 – HEALTH CARE, LIFE INSURANCE,
LONG TERM DISABILITY AND FLEXIBLE SPENDING ACCOUNTS**

- 10.1 **Medical, Dental, and Vision Care Programs:** Effective January 1, 2015, the City shall provide medical, dental, and vision plans (with Group Health, Aetna Traditional, Aetna Preventive, and Washington Dental Service as self-insured plans, and 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 2015, 2016, 2017, and 2018, 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.
- 10.2 **Premium Cost Sharing:** The City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.
- 10.3 **Eligibility:** An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 10.1 or similar programs as determined by the Labor-Management Health Care Committee.
- 10.4 **Retiree Health Care:** Employees under the age of 65 who retire from City service shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.
- 10.5 **Life Insurance:** The City shall offer a voluntary Group Term Life Basic Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium refunds received by the City from the voluntary Group Term Life Basic Insurance option shall be administered as follows:
- A. During the term 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 the employees participating in the Group Term Life Insurance Plan in terms of

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

B. Whenever the Group Term Life Insurance Fund contains substantial rebate monies earmarked pursuant to this section to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.

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

10.6 Long-Term Disability: The City will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The City will pay the full monthly premium cost of a Base Plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollar (\$667.00) base monthly wage. Employees may purchase through payroll deduction an optional Buy-Up Plan with a ninety (90) day elimination period, which insures sixty percent (60%) 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.

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

B. The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2015 for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within this section.

10.7 Long-term Care: The City may offer an option for employees to purchase a group long-term care insurance benefit for themselves and certain family members, provided it is available in the insurance market.

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

10.9 Flexible Spending Accounts: The City will continue to provide Health Care and Dependent Care Flexible Spending Accounts to the extent permitted and allowed

by City and IRS rules and regulations, and as specified by City and IRS rules and regulations.

- 10.10 **Labor-Management Health Care Committee:** A Labor-Management Health Care Committee was established and became effective January 1, 2001, by the parties. This Committee is responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall operate and exercise its appropriate decision-making authorities consistent with said Memorandum of Agreement, and decide whether to administer other City-provided insurance benefits.

**ARTICLE 11 – SICK LEAVE, SICK LEAVE CASH OUT VEBA, AND
FUNERAL LEAVE**

- 11.1 **Sick Leave:** For eligible employees, sick leave credit shall accumulate at the rate of 0.046 hours for each hour on regular pay status as shown on the payroll, not to exceed eighty (80) hours per pay period.
- 11.2 “Regular pay status” is defined as regular straight-time hours of work in addition to any paid time off such as vacation leave, sick leave, holiday time off, and any unpaid leave that the employee may be entitled to pursuant to applicable federal, state or local law.
- 11.3 An employee who is eligible for sick leave benefits shall accrue sick leave from the date of entering City service or the date upon which the employee became eligible, but shall not be entitled to use sick leave with pay during the first thirty (30) days of employment. Employees may accumulate an unlimited amount of sick leave.
- 11.4 Sick leave 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 of the employee due to pregnancy and/or childbirth.
 - C. Employee medical or dental appointments.
 - D. Care of family members as required of the City by federal, state, or local law or as defined and provided for in the City’s Personnel Rules.
 - E. Employee absence from a worksite that has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material.
 - F. Employee absence from work to care for a child whose school or place of care has been closed by public official to limit exposure to an infectious agent, biological toxin or hazardous material..
 - G. Eligible reasons related to domestic violence, sexual assault, or stalking as set out in RCW 49.76.030..
 - H. Upon request by the City Attorney or designee, an employee shall provide documentation verifying cancellation of his or her child’s school, day care, or other childcare service or program for sick leave use for reasons authorized in Article 11.4.F of this Agreement.

- I. The City Attorney or designee may also require that a request for paid sick leave to cover absences greater than four days for reasons set forth under Article 11.4.G of this Agreement be supported by verification that the employee or employee's family member is a victim of domestic violence, sexual assault, or stalking, and that the leave taken was for a reason eligible as set out in RCW 49.76.030. An employee may satisfy such request by providing documentation as set out in RCW 49.76.040(4).
- 11.5 Employees may be required to provide certification from a health care provider that an absence was due to a health related reason when reasonable grounds exist to suspect sick leave abuse or misuse.
- 11.6 Upon service retirement from the City, twenty-five percent (25%) of an employee's unused sick leave accumulation may be cashed out to the employee at the rate of one (1) hour's pay for every four (4) hours of accumulated and unused sick leave. The employee forfeits all four (4) hours exchanged for each one (1) hour of pay.
- 11.7 **Voluntary Employee Benefit Account (VEBA):** Employees who participate in the City of Seattle Retirement System, and who are eligible to retire shall participate in a vote administered by the Union to determine if the VEBA benefit shall be offered to employees who elect to retire. 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:
 1. 5 – 9 years of service and are age 62 or older
 2. 10 – 19 years of service and are age 57 or older
 3. 20 – 29 years of service and are age 52 or older
 4. 30 years of service and are any age

For purposes of identifying all potential eligible-to-retain employees, the City shall create a list of employees who are in the City's HRIS system as age 45 or older and will provide this list to the Union so that the Union can administer the vote.

 - B. **If the eligible-to-retain employees vote to accept the VEBA,** then all employees who retire from City service shall either:
 1. Place their sick leave cash out at 35% into their VEBA account, or
 2. Forfeit the sick leave cash out altogether. There is no minimum threshold for the sick leave cash out.

Employees who accept the VEBA are not eligible to deposit their sick leave cash out into their deferred compensation account or receive cash.

- C. **If the eligible-to-rotate employees vote to reject the VEBA**, all employees who retire from City service shall be ineligible to place their sick leave cash out into a VEBA account. Instead, employees shall either:
1. Cash out their unused accumulated sick leave balance at 35% and deposit those dollars into their deferred compensation account. Note: Annual limits for deferred compensation contributions as set by the IRS apply.
 2. Cash out their unused accumulated sick leave balance at 25% and receive the dollars as cash on their final paycheck.
- D. **Sabbatical Leave and VEBA:** Employees who accept the VEBA and who meet the eligible-to-rotate criteria are not eligible to cash out their sick leave at 25% as a part of their sabbatical benefit. Employees who do not meet the eligible-to-rotate criteria may cash out their sick leave at 25% in accordance with the sabbatical benefit.

11.8 Funeral Leave:

- A. Regular employees shall be allowed up to eight (8) hours 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, an additional eight (8) hours with pay shall be allowed. Funeral leave is pro-rated for a part time employee based on his or her normal work schedule.
- B. Upon receipt of a written request stating the reasons therefore, the City Attorney or designee may authorize additional leave not to exceed an additional thirty-two (32) hours chargeable to the sick leave account of the employee. However, no combination of paid leave under this section shall exceed forty (40) hours for any one (1) period of absence. The amount of funeral leave and sick leave combined for which a part-time employee is eligible shall be pro-rated based on his or her normal work schedule.
- C. For the purpose of attending the funeral of a relative other than a close relative, the City Attorney or designee may authorize use of sick leave not to exceed five (5) days chargeable to the sick leave account of an employee. The amount of sick leave for which a part-time employee is eligible shall be pro-rated based on his or her normal work schedule.
- D. For purposes of this section, 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 the spouse or

domestic partner of the brother or sister of the spouse or domestic partner of
such employee

ARTICLE 12 – UNION PRIVILEGES

- 12.1 **Bulletin Board:** The Law Department agrees to provide suitable space for the Union on an office bulletin board accessible to employees covered by this Agreement. The Union may post on such board materials relevant to its business and activities including but not limited to notices of Union meetings, Union election returns, appointments to Union offices, and Union recreational or social activities. The Union will not post materials prohibited by SMC 4.16, the City of Seattle Ethics Code.
- 12.2 **New Employee Notice:** The City agrees to provide the Union with notice of hiring of any new, employees within five (5) working days of commencement of employment, and within fifteen (15) working days of receipt of a written request from the Union to provide lists of current Union positions.
- 12.3 Union members shall be provided the following:
- A. **Email:** Union officers and members may make reasonable use of the City's electronic mail system to communicate regarding official Union business. Such communication shall comply with the policies of the Department of Information Technology and the City Attorney's Office regarding E-mail and Internet Use and Computer and Network Use.
 - B. **Negotiations:** Union negotiating team members may attend negotiation meetings during the workday with the understanding that they are salaried employees and may exercise reasonable discretion in the use of their time as long as they continue to meet expectations and standards regarding productivity and Court schedules. The City does not intend to compensate members for time spent in Union related activities.
 - C. **Labor-Management Committee Meetings:** Union members may attend labor-management committee meetings during the workday with the understanding that they are salaried employees and may exercise reasonable discretion in the use of their time as long as they continue to meet expectations and standards regarding productivity and Court schedules. The City does not intend to compensate members for time spent in Union -related activities.
- 12.4 **Grievance Resolution:** Designated Union representatives shall be permitted a reasonable amount of work time to conduct grievance resolution with the understanding that they are salaried employees and may exercise reasonable discretion in the use of their time as long as they continue to meet expectations and standards regarding productivity and Court schedules. Designated representatives of the Union shall have reasonable access to work areas and to the personnel records of members of the bargaining unit while in the process of investigating and resolving grievances subject to the provisions of the Public

Records (RCW Ch. 42.56), the Public Employees Collective Bargaining Act, (RCW Ch. 41.56), and the Criminal Records Privacy Act, (RCW Ch. 10.97), and any other applicable laws.

- 12.5 Where allowable, the City may make available to the Union meeting space or rooms for the purpose of conducting Union business, where such activities would not interfere with the normal work of the office.

ARTICLE 13 – BENEFITS AND RESPONSIBILITY

- 13.1 **Bar Dues:** For each employee the City will pay dues for the Washington State Bar Association and, if requested by the employee, one (1) section of the Washington State Bar Association and the Washington State Association of Municipal Attorneys.
- 13.2 **Training Funds:** Law Department funds that are budgeted for training will be made available to employees at the discretion of the City Attorney or designee, provided that the City Attorney or designee may reappropriate such funds to address special training needs or opportunities that may arise.
- 13.3 **Court Sanctions, Bar Complaints and Arrests:**
- A. The City will pay any sanctions, terms, or fines levied by any court against employees for acts or omissions committed by them in good faith and within the scope of their official duties.
 - B. Employees shall notify the Criminal Division Chief within one (1) business day of any arrest or of receiving a motion or other request for court sanctions or a Bar complaint being levied against them.
- 13.4 **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.
- 13.5 The City and the Union expressly acknowledge and recognize the unique status of Assistant City Prosecutors as lawyers and officers of the court. As such, employees will be and remain members in good standing of the Washington State Bar Association and will otherwise at all times comport themselves in conformity with their oath-based obligations and responsibilities, including those imposed by the Rules of Professional Conduct. Nothing in this Agreement will be construed so as to interfere with, inhibit, or otherwise affect the obligations and responsibilities of Assistant City Prosecutors as lawyers.
- 13.6 Nothing in this Agreement is intended to limit or alter the obligations of employees under the Washington Rules of Professional Conduct for attorneys, the Seattle Municipal Code including SMC 3.10 related to ethics and elections, or any other law, ordinance, or regulations that would otherwise apply to the employees. The Union acknowledges that agencies and organizations other

than the Law Department may impose fines, sanctions, or other obligations upon employees. Employees agree to comply with all final orders of such organizations

ARTICLE 14
REDUCTION IN FORCE AND REAPPOINTMENT

- 14.1 Reduction(s) in the work force for lack of funds, lack of work, or reorganization of the office are a management prerogative and within the sole discretion of the City Attorney or designee and shall not be subject to the grievance and arbitration procedure of this Agreement. If a reduction in force is to occur, the City agrees to meet with the Union to discuss the reductions(s) as soon as reasonably possible.
- 14.2 The City Attorney or designee shall normally provide written notice to employees who are to be reduced at least eight (8) weeks prior to the effective date of the reduction. If the employee is eligible for rehire, he/she will be told in writing. It will be the employee's responsibility to contact the department regarding future hiring needs. The fact that an employee is eligible for rehire does not constitute a guarantee that the employee will be rehired if there is an opening.
- 14.3 Employees whose separation from employment was for the reasons specified in 14.1; who were notified in writing that they are eligible for rehire; and who apply for rehire either within two (2) years of the date of separation or before the expiration of this Agreement, whichever occurs first, shall be considered for rehire before consideration is given to hiring any external candidates.
- 14.4 An employee who is reduced in force and subsequently rehired by the Law Department within two (2) years of the reduction shall have all sick leave accrued at the time of such reduction restored and shall begin accruing vacation leave benefits at the same rate as when the reduction occurred; additionally, the employee's service date shall reflect the full amount of service in the Law Department from the time of original regular appointment to the time of reduction.
- 14.5 **Reappointment:** Following an election or reelection, the City Attorney/City Attorney-elect, or designee shall normally provide written notice to employees who will not be reappointed to a position in the Law Department at least two (2) weeks prior to the anticipated end date of the employee's employment. A decision to not reappoint an employee shall be regarded as a non-disciplinary separation.
- 14.6 Nothing in this Article is intended to limit or modify an employee's status as an at-will employee of the Law Department.

ARTICLE 15 – GRIEVANCE PROCEDURE

- 15.1 Any dispute between the City and the Union or between the City and any employee concerning the interpretation, application, claim of breach, or violation of the express terms of this Agreement shall be deemed a grievance, provided that such claims regarding the Nondiscrimination Statement shall not be subject to the Grievance and Arbitration procedure detailed herein.
- 15.2 Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding that grievances will be filed at the Step in which there is authority to adjudicate, provided the Chief of the Criminal Division and the City Attorney are notified. The City will not impede, restrain, interfere with, coerce, discriminate, or take actions of reprisal against a Union member who seeks adjudication of a grievance.
- 15.3 Grievances processed through Step 2 of the grievance procedure will be heard during normal City work hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal City work hours will be allowed to do so without suffering a loss in pay, and shall have the right to have a Union Representative present at any meeting. Excluding legal counsel and the grievant, no more than one (1) Union representative may attend the grievance meeting except with the agreement of the City's representative convening the meeting.
- 15.4 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing. Failure by an employee and/or the Union to comply with any time limitation of the procedure in this Article will constitute withdrawal of the grievance. Failure by the City to comply with any time limitation of the procedure in this Article will allow the employee and/or the Union to proceed to the next Step without waiting for the City to reply at the previous Step, except that individual employees may not process a grievance beyond Step 2 as such decision is reserved exclusively for the Union.
- 15.5 Employees may submit a grievance in accordance with this Article and have such grievance adjusted without the intervention of the Union provided such adjustment is consistent with the terms and conditions of this Agreement and the Union has been given reasonable opportunity to be present at any meeting called for the resolution of the grievance. Nothing in this section shall be construed so as to grant individual employees the right to proceed to arbitration.
- 15.6 The following outline of procedure is written as for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.

Step 1: The grievance shall be submitted in writing by the aggrieved employee and/or the Union within twenty (20) business days of the alleged contract violation to the Chief of the Criminal Division with a copy to the City Attorney. The employee and/or the Union representative will identify in the written grievance the section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The parties agree to make every effort to settle a grievance at this stage promptly. The Chief or supervisor may consult with such other persons as is necessary to resolve or respond to the grievance, and may arrange for a grievance meeting with the employee and/or Union representative. The Chief of the Criminal Division will answer the grievance in writing within ten (10) business days of receipt of the grievance or of a grievance meeting.

Step 2: If the grievance is not resolved as provided in Step 1 above or if the grievance is initially submitted at Step 2 per section 15.2, the grievance shall be reduced to written form, which shall include the same information specified in Step 1 above. The grievance shall be forwarded within ten (10) business days after receipt of the Step 1 answer or if the grievance is initially submitted at Step 2, it shall be submitted within twenty (20) business days of the alleged contract violation. Said grievance shall be submitted by the employee and/or the Union to the City Director of Labor Relations with a copy to the City Attorney. The Director of Labor Relations or his/her designee shall investigate the grievance and, if deemed appropriate, may convene a meeting between the appropriate parties. He/she shall thereafter make a confidential recommendation to the City Attorney who will in turn give the employee and/or the Union an answer in writing within twenty (20) working days after receipt of the grievance or the meeting between the parties.

Step 3: If the grievance is not settled at Step 2, either of the signatory parties to this Agreement may submit the grievance to binding arbitration.

Within twenty (20) business days of the Union's receipt of the City's Step 2 response or the expiration of the City's time frame for responding at Step 2, the Union may file a Demand for Arbitration with the City's Director of Labor Relations with a copy to the City Attorney. Demands for Arbitration will be accompanied by the following information:

- A. Identification of sections of the Agreement allegedly violated.
- B. Nature of the alleged violation.
- C. Remedy sought.

After the Demand for Arbitration is filed, the City and the Union will meet to select, by mutual agreement, an arbitrator to hear the parties' dispute. In the event the parties are unable to agree upon an arbitrator, then the arbitrator shall

be selected by alternately striking names from a list of five (5) arbitrators supplied by the Federal Mediation and Conciliation Service or the Public Employee Relations Commission.

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

- A. The arbitrator will have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement; and his/her power shall be limited to the interpretation or application of the express terms of this Agreement; and all other matters will be excluded from arbitration, including those matters specifically excluded from this grievance and arbitration procedure.
- B. The decision of the arbitrator will be final, conclusive, and binding upon the City, the Union, and the Employee(s) involved.
- C. The cost of the arbitrator will be borne equally by the City and the Union, and each party will bear the cost of presenting its own case.
- D. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.
- E. Any arbitrator selected under Step 3 of this Article will function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.
- F. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

- 15.7 **Mediation:** The Union or the City may at any time submit a written request for voluntary mediation assistance to the City Director of Labor Relations with a copy to the Alternative Dispute Resolution (ADR) Coordinator except that a request for mediation shall not substitute for a timely grievance submittal or response. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process including that the Parties voluntarily agree to participate in mediation, then, 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. 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 any persons designated to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the Union, the City Director of Labor Relations, and the City Attorney shall be so informed by the ADR Coordinator. If the grievance is not resolved through mediation, the Parties shall resume the timeframes of the grievance procedure from the point at which mediation was requested.

- 15.8 **Alternative Dispute Resolution (ADR):** The City and the Union encourage the use of the City's Alternative Dispute Resolution Program or other alternative dispute resolution (ADR) processes to resolve non-contractual workplace conflicts/disputes. Participation in the program or in an ADR process is entirely voluntary and confidential.

ARTICLE 11 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

11.1 **Transfers** - The transfer of an employee shall not constitute a promotion except as provided in Section 11.1.2.(5).

11.1.1 **Intra-departmental 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 Seattle Human Resources Director, but must report any such transfer to the Seattle Department of Human Resources within five (5) days of its effective date.

11.1.2 Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Seattle Human Resources Director's approval as follows:

A. Transfer in the same class from one department to another.

B. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.

C. Transfer, in lieu of layoff, may be made to a 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 for 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 11.3.4.

1. 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.

2. 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 11.4.

D. 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

term 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.

10.5.3 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.

10.6 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 Seattle Human Resources 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.

10.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 11.

10.4.7 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.

10.4.8 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.

10.4.9 An employee whose name is on a valid Reversion Recall List who accepts employment with the City in another class and/or department shall have his/her name removed from the Reversion Recall List.

10.4.10 A reverted employee shall be paid at the step of the range which he/she normally would have received had he/she not been appointed.

10.5 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 Seattle Human Resources Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is still 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 Seattle Human Resources Director, require that a twelve (12) month trial service period be served in that department.

10.5.1 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.

10.5.2 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

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 Seattle Human Resources Director and a copy sent to the Union.

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

10.4 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 10.1.3.

10.4.1 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.

10.4.2 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.

10.4.3 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.

10.4.4 An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Seattle Human Resources Director prior to expiration of the trial service period.

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

10.4.6 The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.

ARTICLE 10 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

- 10.1** The following shall define terms used in this Article:
- 10.1.1** Probationary Period - A twelve (12) month period of employment following an employee's initial regular appointment within the Civil Service to a position.
- 10.1.2** Regular Appointment - The authorized appointment of an individual to a position covered by Civil Service.
- 10.1.3** 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 through promotion or transfer to a 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.
- 10.1.4** 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.
- 10.1.5** 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.
- 10.1.6** 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.
- 10.2** Probationary Period/Status of Employee - Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.
- 10.2.1** 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.
- 10.2.2** An employee shall become regular after having completed his/her probationary period unless the individual is dismissed under provisions of Section 10.3 and Section 10.3.1.
- 10.3** Probationary Period/Dismissal - An employee may be dismissed during his/her probationary period after having been given written notice five (5)

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.

9.1.4.1 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) calendar days after notification to the employee.

9.2 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 9.1. 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 9.1.

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

9.4 Sick leave shall not be used for any disability herein described except as allowed in Section 9.1.

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

9.6 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 R.C.W.

9.7 The parties agree either may reopen for negotiation the terms and conditions of this Article.

ARTICLE 9 - INDUSTRIAL INJURY OR ILLNESS

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

9.1.1 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 or other paid leave account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation or other paid leave may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation or other paid leave is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability equals or extends beyond fourteen (14) calendar days, then (1) any accrued sick leave, vacation, or other paid leave utilized due to absence from his/her regular duties as provided for in this section shall be reinstated and the employee shall be paid in accordance with Section 9.1 which provides payment at the eighty percent (80%) rate, or (2) if no sick leave, vacation, or other paid leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 9.1.

9.1.2 Such compensation shall be authorized by the Seattle Human Resources 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.

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

9.1.4 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

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

D. **If the eligible-to-retain members of the bargaining unit vote to reject the VEBA**, all members of the bargaining unit who retire shall be ineligible to place their sick leave cashout into a VEBA account. Instead, these members shall have two choices:

1. Members can cash out their sick leave balance at 35% and deposit those dollars into their deferred compensation account. The annual limits for the deferred compensation contributions as set by the IRS would apply; or
2. Members can cash out their sick leave balance at 25% and receive the dollars as cash on their final paycheck.

8.6 Sabbatical Leave and VEBA - Members of a bargaining unit that votes to accept the VEBA **and** who meet the eligible-to-retain 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-retain criteria may cash out their sick leave at 25% in accordance with the sabbatical benefit.

8.7 Paid Parental Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.

8.8 Paid Leave for 2010 Furloughs - Employees in the Department of Planning and Development who took unpaid leave (leave without pay) on furlough days in 2010 shall receive the same number of leave hours taken in 2010 and those hours will be split equally to be used in 2016 and 2017. In no case shall employees receive more than eighty (80) hours leave. Employees shall take the leave provided under this paragraph in full-day increments to the extent possible and the hours will not carry over to the following year. Employees must be in regular or benefit eligible temporary status in order to receive this benefit. In the case that the employee did not take furlough days in 2010 because they had planned to retire, and then elected not to retire and subsequently "paid" for those furlough days, they will be compensated with the same leave.

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

- A. The employee's spouse, child, parent, or domestic partner has unexpectedly become seriously ill or has had a serious accident; or
- B. An unforeseen occurrence with respect to the employee's household (e.g., fire or flood or ongoing loss of power). "Household" shall be defined as the physical aspects of the employee's residence.
- C. The "day" of emergency leave may be used for two separate incidents. The total hours compensated under this provision, however, shall not exceed eight (8) in a contract year.

8.4 Upon advance notice, the City may approve a bargaining unit member's request for unpaid leave of absence for purposes of attending a Union convention or similar Union event.

8.5 Employees who are eligible to retire shall participate in a vote administered by the union to determine if the Voluntary Employee Benefits Association (VEBA) benefit shall be offered to employees who elect to retire. 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:

- 1. 5 – 9 years of service and are age 62 or older
- 2. 10 – 19 years of service and are age 57 or older
- 3. 20 – 29 years of service and are age 52 or older
- 4. 30 years of service and are any age

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

C. **If the eligible-to-retain 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:

- 1. place their sick leave cashout at 35% into their VEBA account, or
- 2. forfeit the sick leave cash out altogether. There is no minimum threshold for the sick leave cash out.

8.1.8.6 Rate of Pay for Sick Leave Used to Cover Missed Overtime - An employee may use paid leave for scheduled mandatory overtime shifts missed due to eligible sick leave reasons. Payment for the missed shifts shall be at the straight-time rate of pay the employee would have earned had he or she worked. An employee may not use paid sick leave for missed voluntary overtime shifts, which is scheduled work that the employee elected or agreed to add to his or her schedule.

8.1.8.7 Sick Leave Transfer Program - Employees shall be afforded the option to transfer and/or receive sick leave in accordance with the terms and conditions of the City's Sick Leave Transfer Program as established and set forth by City Ordinance. All benefits and/or rights existing under such program may be amended and/or terminated at any time as may be determined appropriate by the City. All terms, conditions and/or benefits of such program shall not be subject to the grievance procedure.

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

8.2.1 Bereavement/funeral leave may be allowed for bereavement purposes and/or attendance at the funeral of any other relative as allowed by Seattle Municipal Code (SMC) 4.28.020. Such relatives shall be determined as close relatives or relatives other than close relatives pursuant to the terms of SMC 4.28.020 for purposes of determining the extent of Bereavement/Funeral leave or sick leave allowable as provided for in Section 8.2. In the event SMC 4.28.020 is repealed in whole or in part by an initiative, the parties shall renegotiate this provision in accordance with the terms of Article 21.

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

8.1.8.1 Prompt Notification - The employee shall promptly notify the immediate supervisor, by telephone or otherwise, on the first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor. For those absences of more than one day, notification on his/her first day off with an expected date of return shall suffice. The employee shall advise the supervisor of any change in expected date of return. If an employee is on a special work schedule, particularly where a relief replacement is necessary when the employee is absent, the employee shall notify the immediate supervisor as far as possible in advance of the scheduled time to report for work.

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

8.1.8.3 Claims To Be In 15 Minute Increments - Sick leave shall be claimed in 15 minute increments to the nearest full 15 minute increment, a fraction of less than 8 minutes being disregarded. Separate portions of absence interrupted by a return to work shall be claimed on separate application forms.

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

8.1.8.5 Rate of Pay for Sick Leave Used – An employee who uses paid sick leave shall be compensated at the rate of pay he or she would have earned had he or she worked as scheduled, with the exception of overtime (See Article 8.1.8.6). For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for those hours missed due to sick leave. (See also Articles 5.8 and 5.9.1 for sick leave use and rate of pay for out-of-class assignments and standby duties.)

8.1.4 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.

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

8.1.6 Compensation for the first four (4) consecutive workdays of absence shall be paid upon approval of the Seattle Human Resources Director or his/her designee. In order to receive compensation for such absence, employees make themselves available for such reasonable investigation, medical or otherwise, as the Seattle Human Resources Director or his/her designee may deem appropriate.

8.1.6.1 Compensation for such absences beyond four (4) consecutive workdays shall be paid only after approval of the Seattle Human Resources Director or his/her designee of a request from the employee supported by a report of the employee's physician. The employee shall provide himself/herself with such medical treatment or take such other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.

8.1.6.2 Upon request by the employing unit, an employee shall provide documentation verifying cancellation of his or her child's school, day care, or other childcare service or program for sick leave use greater than four days for reasons authorized in Article 8.1.F of this Agreement.

8.1.6.3 An employing authority may also require that a request for paid sick leave to cover absences greater than four days for reasons set forth under Article 8.1.G of this Agreement be supported by verification that the employee or employee's family member is a victim of domestic violence, sexual assault, or stalking, and that the leave taken was for a reason eligible as set out in RCW 49.76.030. An employee may satisfy such request by providing documentation as set out in RCW 49.76.040(4).

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

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

B. Off work on a holiday.

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

ARTICLE 8 - SICK LEAVE, FUNERAL LEAVE, EMERGENCY LEAVE AND VEBA

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

- A. Illness or injury which prevents the employee from performing his/her regular duties.
- B. Disability of the employee due to pregnancy and/or childbirth.
- C. Medical or dental appointments for the employee.
- D. Care of family members as required of the City by State law and/or as defined and provided for by City of Seattle ordinance, which may be repealed in whole or in part by an initiative, in which case the parties shall renegotiate this provision in accordance with the terms of Article 21.
- E. Employee absence from a worksite that has been closed by order of a public official to limit exposure to an infectious agent, biological toxin, or hazardous material.
- F. Employee absence from work to care for a child whose school or place of care has been closed by order of a public official to limit exposure to an infectious agent, biological toxin, or hazardous material.
- G. Eligible reasons related to domestic violence, sexual assault, or stalking as set out in RCW 49.76.030

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

8.1.2 Unlimited sick leave credit may be accumulated.

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

8.1.3.1 Cash payments of unused sick leave may be deferred for a period of one (1) year or less, providing the employee notifies his/her Department's Human Resources Office of his/her desires at the time of retirement. Request for deferred cash payments of unused sick leave shall be made in writing.

- 7.12 The Department Head shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department but which accommodate the desires of the employees to the greatest degree feasible.
- 7.13 Employees with prior regular City service who are appointed to regular positions within the City shall begin accruing vacation at the rate which was applicable upon their most recent separation from regular City service. Regular City service (on or before December 31, 1992) in the Seattle-King County Health Department will be considered as City service.

- 7.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which he/she became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.
- 7.5 Employees may, with Department approval, use accumulated vacation with pay after completing one thousand forty (1,040) hours on regular pay status.
- 7.6 In the event that the City cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee shall continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the Department Head and the Seattle Human Resources Director in order to allow rescheduling of the employee's vacation. In such cases the Department Head shall provide the Seattle Human Resources Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period shall be allowed.
- 7.7 "Service year" is defined as the period of time between an employee's date of hire and the one year anniversary date of the employee's date of hire or the period of time between any two (2) consecutive anniversaries of the employee's date of hire thereafter.
- 7.8 The minimum vacation allowance to be taken by an employee shall be one-half ($\frac{1}{2}$) of a day, or at the discretion of the Department Head, such lesser amount as may be approved by the Department Head.
- 7.9 An employee who separates from City service for any reason after more than six (6) months' service shall be paid in a lump sum for any unused vacation he/she has accrued.
- 7.10 Upon the death of an employee in active service, pay shall be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.
- 7.11 Where an employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

ARTICLE 7 - ANNUAL VACATION

- 7.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 7.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.
- 7.2 Regular pay status is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time and sick leave. At the discretion of the City, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation. Time lost by reasons of disability for which an employee is compensated by Industrial Insurance or Charter Disability provisions shall not be considered absence. An employee who returns after layoff shall be given credit for such prior service.
- 7.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

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

a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours off with pay.

- 6.2 To qualify for holiday pay, City employees shall have been on pay status their normal workday before or their normal workday following the holiday; provided however, employees returning from non-pay leave who start work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.
- 6.3. A Personal Holiday shall be used during the calendar year as a regular holiday. Use of the Personal Holiday shall be requested in advance. When the Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay pursuant to Section 6.4 for all time worked on the originally scheduled Personal Holiday.
- 6.4 An employee who has been given at least forty-eight (48) hours advance notification and who is required to work on a holiday shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive one and one-half (1½) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive one and one-half (1½) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.
- 6.5 In the event an employee is required to work without having been given at least a forty-eight (48) hours advance notification on a holiday he/she normally would have off with pay, said employee shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive two (2) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive two (2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

ARTICLE 6 - HOLIDAYS

6.1 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
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's 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 (after completion of 18,720 regular hours)	

6.1.1 Whenever any paid holiday falls upon a Sunday, the following Monday shall be recognized as the paid holiday. Whenever any paid holiday falls upon a Saturday, the preceding Friday shall be recognized as the paid holiday; provided however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 6.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 6.4 shall be made only once per affected employee for any one holiday.

6.1.1.1 Employees who have either:

- A. completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (Article 7.2) or
- B. are accruing vacation at a rate of .0615 or greater (Article 7.13)

on or before December 31st of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays (per Article 6.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

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

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

5.9.5.1 No employee may assume the duties of the higher-paid position without being formally assigned to do so except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to his or her department director for retroactive payment of out-of-class pay. The decision of the department director as to whether the duties were performed and whether performance thereof was appropriate shall be final.

disability; 3) when a position is scheduled for abrogation; or 4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond six (6) months for any one position, the City shall notify the union or unions which represent the employee who is so assigned and/or the body of work which is being performed on an out-of-class basis. After nine (9) months, the union which represents the body of work being performed out of class must concur with any additional extension of the assignment. The union that represents the body of work will consider all requests on a good faith basis.

5.9.1 The practice of no out-of-class pay for paid leave will continue except that any sick leave taken in lieu of working a scheduled out-of-class assignment must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment or in the event of a regular appointment to the out-of-class title within 12 months of the out-of-class assignment.

5.9.2 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. When employees voluntarily apply for and voluntarily accept a position in a lower-level classification, they shall receive the salary rate for the lower class, which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. For such temporary period, the employee shall continue to pay dues to the union of the higher class. The overtime provisions applicable are those of the contract covering the bargaining unit position of the work being performed on an overtime basis. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as his/her primary class, across union jurisdictional lines, with no change to his or her regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement and payment for absences do not apply in these instances.

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

5.9.4 The City shall make a reasonable effort to accommodate employees who have an off-the-job injury or illness with light-duty work if such work is available.

5.9.5 Out-of-class work shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not

in which the holiday fails. In the event that a request for a modified holiday work week schedule cannot be accommodated, such denial shall not be arbitrary or capricious.

NOTE: Past practice with regard to holiday pay for employees on alternate work assignments consistent with the 1991 directive on holiday pay will continue.

- 5.7 Any past, present or future work schedule in which an employee, by action of the City, receives eight (8) hours pay for less than eight (8) hours work per day may be changed by the City, at any time, so as to require such an employee to work eight (8) hours per day for eight (8) hours pay.
- 5.8 Standby Duty - Whenever an employee is placed on Standby Duty by the City, the employee shall be available to respond to emergency calls and when necessary, report as directed. Employees who are placed on Standby Duty by the City shall be paid at a rate of ten percent (10%) of the employee's straight-time hourly rate of pay. When an employee is required to return to work while on Standby Duty the Standby Duty pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 5.3. An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.
- 5.9 Work Outside of Classification - Effective January 1, 2015, work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position. When the duties of the higher-paid position are clearly outside the scope of an employee's regular classification for a period of three (3) hours or longer in any one (1) work week, he/she shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for a promotion. Proper authority shall be a supervisor and/or Crew Chief, who has been designated the authority by a manager or director directly above the position which is being filled out of class, and who has budget management authority of the work unit. The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class, and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. (If an employee is mistakenly assigned out-of-class who does not meet the above qualifications, the City will stop the practice immediately once discovered and will see that the out-of-class is paid for work already performed.) The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any one position. The six (6) month period may be exceeded under the following circumstances: 1) when a hiring freeze exists and vacancies cannot be filled; 2) extended industrial or off-the-job injury or

in advance and, upon request, such change(s) shall be discussed with the Union. At least forty-eight (48) hours advance notification shall be afforded the Union and the affected employees when shift changes are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first shift worked under the new schedule.

5.6 Implementation of a four (4) day, forty (40) hour or other alternative work schedule shall be subject to consultation and agreement with the Union involved. In administering the four (4) day, forty (40) hour work schedule or other alternative work schedule, overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week. It will be clearly established whether an alternative work schedule is applicable for a temporary employee.

5.6.1 For employees who work a four (4) day, forty (40) hour work week or other alternative work schedule, the following shall apply:

If a holiday is observed on a Saturday or on a Friday that is the normal day off, the holiday will be taken on the last normal workday. If a holiday is observed on a Monday that is the normal day off or on a Sunday, the holiday will be taken on the next normal workday. This schedule will be followed unless the employee and his/her supervisor determine that some other day will be taken off for the holiday; provided, however, that in such case the holiday time must be used no later than the end of the following pay period. If the holiday falls on a Tuesday, Wednesday, or Thursday that is the employee's normal scheduled day off, the holiday must be scheduled off no later than the end of the following pay period.

5.6.2 Employees, including those on alternate work schedules, shall receive 8 hours pay per holiday (except as identified in 6.1.2. and 6.2.

Employees working an alternate work schedule during a holiday work week are permitted to make scheduling or pay status adjustments as follows:

- A. Employees may revert back to a 5-day/40 hour work week, in which the holidays falls, if available.
- B. Employees may use vacation or compensatory time to supplement the 8-hour holiday pay to achieve full pay for the work week without making other scheduling adjustments, or at the employees' discretion, to be unpaid.
- C. By mutual agreement, pre-arranged between the employee and his or her supervisor, employees may work beyond their normally scheduled workday hours to make up holiday hours. These holiday make-up hours will not be counted as overtime and must be worked during the work week

reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from his place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "reasonable cost" of such meal in accordance with Seattle Municipal Code (SMC) 4.20.325. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment indicating the time of the meal no later than forty-eight (48) hours from the beginning of his/her next regular shift; otherwise, the employee shall be paid a minimum of ten dollars (\$10) in lieu of reimbursement for the meal.

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

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

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

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

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

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

5.4.3 When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to his/her normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 5.4, 5.4.1 and 5.4.2; provided however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a minimum of ten dollars (\$10) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation

5.4.4 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.

5.5 When management deems it necessary, work schedules may be established other than Monday through Friday; provided however, that where workweeks other than the basic departmental workweek schedules in force on the effective date of this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union at least forty-eight (48) hours

5.2.4 A "work week" for purposes of determining whether an employee exceeds forty (40) hours in a work week shall be a seven (7) consecutive day period of time beginning on Wednesday and ending on Tuesday except when expressly designated to begin and end on different days and times from the normal Wednesday through Tuesday work week.

5.2.5 All overtime work shall be offered to qualified regular employees in the classification before any temporary employees are asked to work overtime.

5.2.6 When deemed necessary by the City, the City may require an employee to perform work outside of his/her regularly scheduled work shift. The immediate circumstance of the situation shall be considered by the City in deciding which employee(s) shall be assigned to perform the overtime work in question. Overtime assignments shall be allotted in as fair and equitable manner as circumstances will permit amongst employees in an affected work unit who have the work experience to immediately perform the overtime work. When an unforeseen situation arises which necessitates overtime work either as an extension of a shift or as a call-in, the City may assign or call in the first individual(s) it contacts for such overtime work.

5.3 Call Back - Employees who are called back to work after completing their regular shift shall be paid a minimum of four (4) hours straight-time pay for all time worked up to two (2) hours. Any time worked in excess of two (2) hours shall be paid for at double the straight-time rate of pay for actual hours worked.

Example: Zero (0) minutes to two (2) hours = four (4) hours' straight-time pay. Two and one-half (2½) hours = five (5) hours straight-time pay. Four (4) hours = eight (8) hours straight-time pay.

5.3.1 Definition of a Call Back - A Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of his/her regular work shift and is required to report back to work prior to the start of his/her next regularly scheduled work shift. An employee who is called back to report to work before the commencement of his/her regular work shift shall be compensated in accordance with the Call Back provisions of his/her Labor Agreement; provided however, in the event he/she is called back to report to work within two (2) hours from the starting time of his/her next regularly scheduled work shift, he/she shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of his/her next regularly scheduled work shift and the Call-Back provision shall not apply.

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

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 **Hours Of Work** - Eight (8) hours within nine (9) consecutive hours shall constitute a normal workday. There shall be no split work shifts. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days' off, except for relief shift assignments, four (4) day/ten-(10) hour work schedules and other special schedules.

5.1.1 **Meal Period** - Employees shall receive a meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift or when he/she is called in to work on his/her regular day off. The meal period shall be no less than one-half (½) hour nor more than one (1) hour in duration and shall be without compensation. Should an employee be required to work in excess of five (5) continuous hours from the commencement of his/her regular shift without being provided a meal period, the employee shall be compensated two (2) times the employee's straight-time hourly rate of pay for the time worked during his/her normal meal period and be afforded a meal period at the first available opportunity during working hours without compensation.

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

5.1.3 Where work conditions require continuous manning throughout a work shift for thirty (30) consecutive days or more the City may, in lieu of the meal period and rest periods set forth within Sections 5.1.1 and 5.1.2, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.

5.2 **Overtime** - All time worked in excess of eight (8) hours in any one (1) shift shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.1 All time worked before an employee's regularly scheduled starting time shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.2 All time worked on an employee's regularly scheduled days off shall be paid for at the rate of two (2) times the straight-time rate of pay.

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

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

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

- A. If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee shall receive the maximum salary of the lower range.
- B. If the rate of pay received in the higher class is within the salary range for the lower class, the employee shall receive that salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class; provided however, the employee shall receive not less than the minimum salary of the lower range.

4.2.9 An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary rate of the lower range which is nearest to the salary rate to which he/she was entitled in his/her former position without reduction; provided however, such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of City service and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary range, such employee shall receive the salary he/she was receiving prior to such second reduction as an "incumbent" for so long as he/she remains in such position or until the regular salary for the lower class exceeds the "incumbent" rate of pay.

4.2.10 When a position is reclassified by ordinance to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate which shall be determined in the same manner as for a promotion; provided however, if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, he/she shall continue to receive such higher salary as an "incumbent" for so long as he/she remains in position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

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

- A. If the overpayment involved only one (1) paycheck;
 - 1. by payroll deductions spread over two (2) pay periods; or
 - 2. by payments from the employee spread over two (2) pay periods.

employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

4.2.2 Those employees who have been given step increases for periodic "work outside of classification" prior to the effective date of this Agreement shall continue at that step but shall not be given credit for future step increases, except as provided for in Section 4.2.1.

4.2.3 For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of actual service from the appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the salary range established for the class.

4.2.4 In determining actual service for advancement in salary step, absence due to sickness or injury for which the employee does not receive compensation may at the discretion of the City be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the City, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this Section, time lost by reason of disability for which an employee is compensated by Industrial Insurance or Charter disability provisions shall not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.

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

4.2.6 Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 4.2.1.

4.2.7 Promotions - Effective upon the signature date of this Agreement, an employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed". However, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

ARTICLE 4 - CLASSIFICATIONS AND RATES OF PAY

4.1 The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth within Appendix "A" which is attached hereto and made a part of this Agreement.

4.1.1 Effective December 31, 2014, the base wage rates, shall be as displayed in the Appendix of this Agreement which includes a 2.0% increase.

4.1.2 Effective December 30, 2015, the base wage rates, as displayed in the Appendix of this Agreement will be increased 2.0%.

4.1.3 Effective December 28, 2016, the base wage rates as displayed in the Appendix of this Agreement will be increased 2.5%.

4.1.4 Effective December 27, 2017, the base wage rates as displayed in the Appendix of this Agreement will be increased 2.75%.

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

4.2 An employee, upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the position as set forth in the Appendix.

4.2.1 An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment, except as otherwise provided for in Section 1.2.11 and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, he/she will receive one-step increment in the higher-paid title; provided that he/she has not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class that were properly paid per Article 5.9 of this Agreement, shall apply toward salary step placement if the

employee faces discharge upon the request of the Union at the end of the thirty (30) calendar day period noted in the Union's "Request For Discharge Letter" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the affected department any information relevant to why the Department should not act upon the Union's written request for the employee's discharge.

3.2.2 In the event the employee has not yet fulfilled the obligation set forth within Sections 3.1 or 3.1.1 or 3.1.2 of this Article within the thirty (30) calendar day period noted in the Request For Discharge Letter, the Union shall thereafter reaffirm in writing to the affected Department Head, with copies to the affected employee and the Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Union rescinds its request of the discharge the City shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the union security obligation within the thirty (30) calendar day period, the Union shall so notify the affected Department Head in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Union has reaffirmed its request for discharge, the affected Department Head shall notify the Union in writing, with a copy to the City Director of Labor Relations and the affected employee, that the Department effectuated the discharge and the specific date such discharge was effectuated, or that the Department has not discharged the employee, setting forth the reasons why it has not done so.

3.3 The City shall deduct from the pay check of each employee who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union or the alternative biweekly Union service fees required of temporary employees per Section 3.1.1. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The Union shall indemnify and save harmless the City against any and all liability resulting from dues deductions.. If an improper deduction is made, the Union shall refund directly to the employee any such amount. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request.

ARTICLE 3 - UNION MEMBERSHIP AND DUES

3.1 It shall be a condition of employment that each employee covered by this Agreement shall become and remain a member in good standing of the United Brotherhood of Carpenters and Joiners of America on or before the thirtieth (30th) day of employment. Failure by any such employee to apply for and/or maintain such membership in accordance with this provision shall constitute cause for discharge of such employee; provided however, the requirements to apply for Union membership and/or maintain union membership shall be satisfied by the employee's payment of the regular initiation fee or regular re-initiation fee and the regular dues uniformly required by the Union of its members.

3.1.1 A temporary employee may, in lieu of the Union membership requirements set forth within Section 3.1, pay a Union service fee 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.

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

3.2 Failure by an employee to abide by the afore-referenced provisions of this Article shall constitute cause for discharge of such employee; provided however, it shall be the responsibility of the Union to notify the City in writing when it is seeking discharge of an employee for non-compliance with Sections 3.1 or 3.1.1 or 3.1.2 of this Article. When an employee fails to fulfill the union security obligations set forth within this Article, the Union shall forward a "Request For Discharge Letter" to the affected Department Head (with copies to the affected employee and the City Director of Labor Relations). Accompanying the Discharge Letter shall be a copy of the letter to the employee from the Union explaining the employee's obligation under Article 3, Sections 3.1 or 3.1.1 or 3.1.2.

3.2.1 The contents of the "Request For Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Sections 3.1 or 3.1.1 or 3.1.2 of Article 3, but provide the employee and the City with thirty (30) calendar days' written notification of the Union's intent to initiate discharge action, during which time the employee may make restitution in the amount which is overdue. Upon receipt of the Union's request, the affected Department Head or designee, shall give notice in writing to the employee, with a copy to the Union and the City Director of Labor Relations that the

ARTICLE 2 – NON DISCRIMINATION

2.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, gender identity, veteran status, political ideology, ancestry or the presence of any sensory, mental or physical handicap unless based on a bona fide occupational qualification reasonably necessary to the operations of the City.

2.1.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement that recently had been occupied by a regular full-time employee who performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

1.5

An employee who is worked out of classification or who is promoted on an interim basis from a classification falling under one bargaining unit to another bargaining unit shall remain under the jurisdiction of the initial bargaining unit until such time as his/her promotion becomes permanent.

compensatory time. Scheduling compensatory time shall be by mutual agreement with the supervisor. If the temporary employee does not use his or her accrued compensatory time prior to the termination of the benefits eligible assignment, the compensatory time will be cashed out upon termination of the assignment.

1.2.14 A temporary employee who receives fringe benefits in-lieu-of premium pay may be eligible for the sick leave transfer program.

1.2.15 On an annual basis, the City will provide the Union with a copy of the Temporary Employee Utilization Report.

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

1.4 As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City which is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and or employment programs, vocational rehabilitation programs, work-study and student-intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work-Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.

1.4.1 The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the effective date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the union of such and upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program which involves the performance of bargaining unit work within a given City department, beyond what has traditionally existed, shall not be a cause of (1) a layoff of regular

already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

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

1.2.9 The premium pay provisions set forth within Section 1.2.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (twelve [12] months or twenty-six [26] pay periods), it shall be presumed that the employee's break in service was voluntary.

1.2.10 The City may work temporary employees beyond one thousand forty (1,040) regular hours within any twelve (12) month period; provided however, the City shall not use temporary employees to supplant regular positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 1.2.2, or solely to avoid considering creation of regular positions.

1.2.10.1 In the event that an interim assignment of a temporary employee to a vacant regular position accrues more than one thousand five hundred (1500) hours or accumulates hours in eighteen (18) or more consecutive pay periods, the City shall notify the union that a labor-management meeting shall take place within two (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.

1.2.11 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position without a voluntary break in service greater than thirty (30) days shall have his/her time worked counted for purposes of salary step placement (where appropriate). In addition, a temporary employee who is in a term-limited assignment shall receive service credit for layoff purposes if the employee is immediately hired (within thirty (30) business days without a break in service) into the same job title and position after the term is completed.

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

1.2.13 A temporary employee who has worked one thousand forty (1,040) straight-time hours and is receiving benefits from the City may by mutual agreement be allowed to accrue compensatory time if the work unit in which the temporary employee is assigned has a practice/policy of accruing

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

1.2.6 Premium pay set forth within Section 1.2.2 shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave, holiday pay, funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 1.2.2.2, 1.2.3, and 1.2.4.

1.2.7 The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide all fringe benefits covered by the premium pay set forth within Section 1.2.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 1.2.2 shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Section 1.2.2 shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four point eight one percent (4.81%) which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 1.2.2 where it has

continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the requirements stated in this Section, a temporary employee shall also be allowed to elect this option during any subsequent open enrollment period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical, dental and vision coverage and shall not be able to participate again while employed by the City as temporary unless he or she is converted from receiving premium pay to receiving benefits. If a temporary employee's hours of work are insufficient for their pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

1.2.3.1 Cumulative sick leave computed at the rate of 0.33 hours for all hours worked and with all benefits and conditions required by Ordinance 123698 shall be granted to all temporary employees not eligible for fringe benefits pursuant to SMC 4.20.055 (C), except that "work study" employees as defined by the administrative rules promulgated by the Seattle Office of Civil Rights shall not be eligible for the sick leave benefit.

1.2.4 Holiday Work for Non-Benefits-Eligible Temporary Employees - A temporary employee who works on any of the specific calendar days designated by the City as paid holidays shall be paid at the rate of one and one-half (1½) times his/her regular straight-time hourly rate of pay for hours worked during his/her scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1½) times the employee's regular straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.

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

- A. To qualify for a holiday pay, the employee must be on active pay status the normally scheduled workday before or after the holiday as provided by Section 6.2
- B. Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary employee's normal day off, he or she shall be eligible for another day off, with pay during the same workweek.

which he/she is employed. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Article 4.2.1 and 4.2.4 and 4.2.5.

1.2.2 Premiums Applicable Only To City Of Seattle Temporary Employees who are not in benefits-eligible assignments - Each temporary employee shall receive premium pay as hereinafter set forth based upon the corresponding number of cumulative non-overtime hours worked by the temporary employee unless the employee is in a benefits eligible assignment:

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

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

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

D. ...2,081st hour + 20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty-five percent [25%] premium pay.)

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

1.2.2.1 Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service as set forth within Section 1.2.8. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

1.2.2.2 The premium pay in Section 1.2.2 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.

1.2.3 Medical, Dental and Vision Coverage to Temporary Employees who are not in Benefits-Eligible Positions - Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, the employee may within ninety (90) calendar days thereafter elect to participate in the City's medical, dental and vision insurance programs by agreeing to pay the required monthly premium. To participate, the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must

- D. A less than half-time assignment for seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year, but may be extended up to one thousand three hundred (1300) hours once every three years and may also be extended while the assignment is in the process of being converted to a regular position; or
- E. A term-limited assignment for a period of more than one (1) but less than three (3) years for time-limited work related to a specific project, grant or other non-routine substantial body of work, or for the replacement of a regularly appointed employee when that employee is absent on long-term disability time loss, medical or military leave of absence.

1.1.6.1 Temporary Employees – When the city needs additional employees, it reserves the right to hire from its own recruiting sources. Generally, however, this practice shall include a call to the Union.

1.1.7 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:

1.1.7.1 Interim and short term assignments after one thousand forty (1,040) regular straight time hours for the remainder of the assignment unless the Seattle Human Resources Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker.

1.1.7.2 Term-limited assignments starting with the first day and for the duration of the assignment.

1.1.7.3 Any assignment that the appointing authority has proposed be converted to regular position authority regardless of the number of hours worked.

1.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.2; 1.2.1; 1.2.2; 1.2.2.1; 1.2.2.2; 1.2.3; 1.2.3.1; 1.2.4; 1.2.5; 1.2.6; 1.2.7; 1.2.8; 1.2.9; 1.2.10; 1.2.10.1, 1.2.11; 1.2.12, 1.2.13, 1.2.14; 1.2.15; 3.1.1; 5.1.1; 5.1.2; 5.1.3; 5.2; 5.4.2; 5.6; 5.6.2 (only applies if Temporary Employees are benefited); 14.5; 14.5.1; 14.6.3; 14.10; 14.11; 14.12; 14.13; 14.18; and Article 20, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. 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 Article 20.

1.2.1 Temporary employees who are not in benefits-eligible assignments shall be paid for all hours worked at the first Pay Step of the hourly rates of pay set forth within the appropriate Appendix covering the classification of work in

ARTICLE 1 - RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT

1.1 The City recognizes the Pacific Northwest Regional Council of Carpenters as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington for employees employed within the bargaining unit defined in Appendix A of this Agreement. For purposes of this Agreement, the bargaining unit shall consist of all regular full time, regular part time, temporary full time, temporary part time and probationary employees.

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

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

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

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

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

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

- A. An interim assignment(s) of up to one (1) year to a vacant regular position to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or
- B. An interim assignment for short-term replacement of a regular employee of up to one (1) year when the incumbent is temporarily absent; or
- C. A short-term assignment of up to one (1) 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

THIS AGREEMENT is by and between THE CITY OF SEATTLE, hereinafter referred to as the City, and the PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS, hereinafter referred to as the Union.

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PREAMBLE

A G R E E M E N T

by

and

between

THE CITY OF SEATTLE

and

THE PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

Effective January 1, 2015 through December 31, 2018

- A.6 For calendar years 2015, 2016, 2017, and 2018, employees in the Discretionary Pay Program shall receive the same percentage increase as employees in the Step Progression Pay Program. For the term of this Agreement, no employee regarded as incumbent rated for purposes of implementation of the 2014 Agreement shall have his/her salary reduced as provided in Article 6.5. The Union agrees this provision shall be a proper subject of negotiation in subsequent negotiations for a successor Agreement.

APPENDIX A

A.1 **TITLES REPRESENTED:** The Union shall represent Assistant City Prosecutors and Senior Assistant City Prosecutors in the Step Progression and Discretionary Pay Programs.

A.2 Effective December 31, 2014, the hourly rates of the Step Progression Pay Program and the minimum and maximum range of the Discretionary Pay Program shall be as follows:

Step Progression Program	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	31.31	33.20	35.19	37.30	39.54	41.91

Discretionary Pay Program	<u>Minimum</u>	<u>Maximum</u>
	41.92	54.48

A.3 Effective December 30, 2015, the hourly rates of the Step Progression Pay Program and the minimum and maximum range of the Discretionary Pay Program shall be as follows:

Step Progression Program	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	31.94	33.87	35.89	38.04	40.33	42.75

Discretionary Pay Program	<u>Minimum</u>	<u>Maximum</u>
	42.76	55.57

A.4 Effective December 28, 2016, the hourly rates of the Step Progression Pay Program and the minimum and maximum range of the Discretionary Pay Program shall be as follows:

Step Progression Program	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	32.74	34.71	36.79	38.99	41.33	43.82

Discretionary Pay Program	<u>Minimum</u>	<u>Maximum</u>
	43.83	56.96

A.5 Effective December 27, 2017, the hourly rates of the Step Progression Pay Program and the minimum and maximum range of the Discretionary Pay Program shall be as follows:

Step Progression Program	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	33.64	35.67	37.80	40.07	42.47	45.02

Discretionary Pay Program	<u>Minimum</u>	<u>Maximum</u>
	45.03	58.53

ARTICLE 21 - TERM OF AGREEMENT

- 21.1 All terms and provisions of this Agreement shall become effective upon signature of both parties unless otherwise specified elsewhere, and shall remain in full force and effect through December 31, 2018. 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, 2018. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.
- 21.2 Notwithstanding the provisions of section 20.1, in the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated or unless consistent with RCW 41.56.123 the City serves the Union with ten (10) days' notice of intent to unilaterally implement its last offer and terminate the existing Agreement.

Signed this _____ day of _____, 2016

For WSCCCE, AFSCME, AFL-CIO

For the City of Seattle
Executed Under
Ordinance: _____

Audrey Eide, General Counsel

Edward B. Murray, Mayor

For Local 21PA

Nyjat Rose-Atkins, President

David Bracilano,
Labor Relations Director

For the Law Department

Peter S. Holmes, City Attorney

ARTICLE 20 – ENTIRE AGREEMENT

- 20.1 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.
- 20.2 Notwithstanding the provisions of Article 20.1, the Union and the City agree to the following:
- A. A reopener on impacts associated with the Affordable Care Act (ACA);
 - B. For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts;
 - C. For the duration of this agreement, the City agrees to a reopener to discuss the City's compensation philosophy and methods and processes associated with determining wage adjustments, including the City's interest in total compensation.

ARTICLE 19 - SAVINGS CLAUSE

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.

ARTICLE 18 – SUBORDINATION OF AGREEMENT

- 18.1 It is understood that the Parties and the employees of the City are governed by the provisions of applicable federal, state, and local law, and the City Charter. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal, state, or local law or the City Charter are paramount and shall prevail.
- 18.2 It is also understood that the Parties and the employees of the City are governed by applicable City Ordinances, and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

- 17.6 The Union acknowledges that personnel files may be subject to public disclosure and right to privacy provisions of state law. The City's and the Law Department's administration of such provisions is subject to review or challenge through the normal processes for administrative law. Upon receiving a request for all or part of an employee's personnel file, the City or the Law Department will provide third-party notice to affected employees with sufficient time for the employee(s) to pursue legal action to enjoin release of documents.

ARTICLE 17 – PERSONNEL FILES

17.1 **Personnel Files:** The City will maintain personnel files for employees, which may include but are not limited to the following:

- A. City File: Kept by the City of Seattle's Human Resources Department primarily containing transactional documents concerning the employee's hiring, classification, salary, benefits, etc.
- B. Department File: Containing copies of the contents of the SDHR File, evaluations, commendations, disciplinary correspondence, and most other final documents pertaining to the employee's work history and official status within the department.
- C. Supervisor File: Containing documents deemed by a supervisor to be pertinent to the preparation of the employee's periodic evaluations and work performance.
- D. Medical Information File: Contains confidential medical information related to the employee's employment with the City such as that required for reasonable accommodation under the American's with Disabilities Act (ADA).

17.2 Nothing will preclude individual supervisors or employees from keeping personal notes to aid them in the performance of their supervisory or other work responsibilities, nor shall such notes be considered personnel files for the purposes of this Agreement.

17.3 The City and the Law Department agree that the contents of personnel files shall be kept confidential to the extent provided by law. The City and the Law Department will seek to respect the employee's right to privacy and will use the information within personnel files for normal business purposes limited to persons authorized to have access and needing to know such information.

17.4 Employees have the right to inspect their own personnel files according to the terms and conditions of RCW 49.12.240 and 250 and to request a copy of documents in the file.

17.5 Materials to be placed into an employee's personnel file relating to job performance or personal conduct shall be brought to his or her attention with copies provided to the employee upon request. Employees who challenge material included in their personnel files may submit material relating to the challenge that will be inserted into their personnel file. Employees may also request removal of documents from their personnel files and may insert rebuttal information if removal is denied.

ARTICLE 16 – WORK STOPPAGES AND CITY PROTECTION

- 16.1 The City and the Union agree that the public interest requires efficient and uninterrupted performance of all services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, during the term of this Agreement the Union shall not cause or condone any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with the functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.
- 16.2 Upon notification in writing by the City to the Union that any of its members are engaged in such a work stoppage, the Union shall immediately in writing order such members to immediately cease engaging in such work stoppage and provide the City with a copy of such order. In addition, if requested by the City, a responsible official of the Union shall publicly order such to cease engaging in a work stoppage.

transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service or probationary employee is not displaced.

- E. 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 11.1.2.(4) is not practicable.
- F. The Seattle Human Resources Director may approve a transfer under Sections 11.1.2 (1), (2), (3), (4) or (5) above with the consent of the appointing authority of the Receiving Department only, upon a showing of the circumstances justifying such action.
- G. 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.

11.1.2.1 Employees transferred pursuant to the provisions of Section 11.1.2 shall serve probationary and/or trial service periods as may be required in Article 10, Sections 10.5, 10.5.1, 10.5.2, and 10.5.3.

11.1.3 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular employees shall be given priority consideration for lateral transfer to any open position in the same classification within his/her department.

11.1.4 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular part-time employees shall be given priority consideration for full-time positions in the same classification which become available within his/her department.

11.2 Voluntary Reduction - A regularly appointed employee may be reduced to a lower class upon his/her written request stating his/her reason for such reduction, if the request is concurred in by the appointing authority and is approved by the Seattle Human Resources Director. Such reduction shall not displace any regular, trial service or probationary employee.

11.2.1 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 11.5. Upon a showing, concurred in by the appointing authority of the department that the reason for such voluntary reduction no longer exists, the Seattle Human Resources Director may restore the employee to his/her former status.

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

11.3.1 Layoff - 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.

11.3.2 In a given class in a department, the following shall be the order of layoff:

- A. Interim appointees
- B. Temporary or intermittent employees not earning service credit.
- C. Probationary employees*
- D. Trial service employees* (who cannot be reverted in accordance with Section 10.4.2.)
- E. 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.

11.3.3 However, the City may lay off out of the order described above for one or more of the reasons cited below:

- A. Upon showing by the appointing authority that the operating needs of the department require a special experience, training, or skill.
- B. 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 Seattle Human Resources Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.

11.3.4 At the time of layoff, a regular employee or a trial service employee (per 11.3.2 above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in his/her department or he/she may be transferred as provided in Section 11.1.2(3). 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 11.5.

11.4 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 for one (1) year from the date of layoff.

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

11.4.2 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.

11.4.3 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:

- A. 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.
- B. 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.
- C. 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.
- D. 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 10, Section 10.4 shall apply.
- E. 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 10, Section 10.4 shall apply.

- F. 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.
- G. 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.
- H. The Union 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 these bargaining units provided the Union representing those employees has agreed to a reciprocal right to employees of these bargaining units. Otherwise, this section shall only be applicable to those positions that are covered by this Agreement.

11.4.4 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.

11.5 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:

- A. After completion of the probationary period, service credit shall be given for employment in the same, equal or higher class, including service in other departments and shall include temporary or intermittent employment in the same class under regular appointment prior to permanent appointment.
- B. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position.
- C. Service credit shall be given for previous regular employment of an incumbent in a position which has been reallocated and in which the employee has been continued with recognized standing.
- D. Service credit shall be given for service prior to an authorized transfer.
- E. Service credit shall be given for time lost during:

1. Jury Duty;

2. Disability incurred in line of service;
3. Illness or disability compensated for under any plan authorized and paid for by the City;
4. Service as a representative of a Union affecting the welfare of City employees;
5. Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

11.5.1 No service credit shall be given:

- A. For service of a regular employee in a lower class to which he/she has been reduced and in which he/she has not had regular standing, except from the time of such reduction.
- B. For any employment prior to a separation from the Civil Service other than by a resignation which 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 Seattle Human Resources Director.

11.6 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 12 - HEALTH CARE, DENTAL CARE, LIFE AND LONG TERM DISABILITY
INSURANCE**

- 12.1** Effective January 1, 2015, the City shall provide medical, dental, and vision plans (with Group Health, Aetna Traditional, Aetna Preventative, and Washington Dental Service as self-insured plans, and 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 2015, 2016, 2017, and 2018, 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** An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 12.1 or similar programs as determined by the Labor-Management Health Care Committee.
- 12.1.2** For calendar years 2015, 2016, 2017, and 2018, the City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.
- 12.1.3** 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.
- 12.1.4** New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).
- 12.2** Life Insurance - The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:

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

12.2.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Sections 12.2 or 12.2.1 to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.

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

12.3 Long Term Disability - The City shall provide a Long Term Disability (LTD) Insurance program for all eligible employees for occupation and non-occupational accidents or illnesses. The City shall pay the full monthly premium cost of a base plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first six hundred sixty seven dollar (\$667) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum eight thousand three hundred thirty-three dollars [\$8,333] per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.

12.3.1 During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any long-term disability benefits covered by Section 12.3 and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.

12.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2015 the base plan; provided further, such cost shall not exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 12.3.

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

- 12.5 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.
- 12.6 Labor-Management Health Care Committee - A Labor-Management Health Care Committee was established and became effective January 1, 2001, by the parties. This Committee is responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall operate and exercise its appropriate decision-making authorities consistent with said Memorandum of Agreement, and decide whether to administer other City-provided insurance benefits.

ARTICLE 13 – RETIREMENT

- 13.1 Pursuant to Ordinance 78444 as amended, all employees shall be covered by the Seattle City Employees Retirement System (SCERS).
- 13.2 Effective January 1, 2017, consistent with Ordinance 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

ARTICLE 14 - GENERAL CONDITIONS

14.1 **Mileage Allowance** - An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately owned automobile used for business purposes for all miles driven in the course of City business on that day with a minimum guarantee of five (5) miles.

14.1.1 The per mile mileage reimbursement rate shall be adjusted up or down to reflect the current rate.

14.1.2 In those situations where an employee within a particular job classification is regularly scheduled every shift to report to a headquarter site and to a job site at a different location and/or to report to more than one job site within the course of one shift, the employing department shall provide the necessary transportation. As an alternative, if the employing department requires the employee to drive his/her personal automobile to the job sites, special mileage provisions may be negotiated on a case-by-case basis.

14.2 **Skagit Conditions** - When City Light employees working at the Skagit facilities are prevented (due to impassable roads on Skagit project or similar conditions) from returning to their regular place of residence after completing their workday or shift, the Department shall provide the employee with suitable food and quarters at no cost to the employees. In addition, the Department shall pay one hour's pay per day, at the employee's regular hourly rate, for each day away from his/her regular residence.

14.2.1 As part of the Skagit Conditions above, the Crew Chief shall be a working member of the crew. As such, he/she shall use the tools of the trade when reasonable and/or necessary as determined by the job assignment.

14.2.2 **Skagit Conditions** - City Light employees traveling to a work site other than where they are normally assigned shall travel in Department vehicles or vessels on Department time.

14.3 **City Light Department Out-of-Town Rules** - When an employee, crews, or any part of a crew or crews, regularly assigned to a headquarter inside the distribution area is or are to be shifted to any location outside the Seattle distribution area to perform a specific job, the following conditions shall prevail:

A. Acceptable board and lodging shall be furnished by the Department.

B. Time consumed in traveling to and from Seattle and the work location shall be considered part of the workday. Any time consumed in this travel

to and from Seattle outside of regular working hours shall be at the overtime rate of pay.

- C. The normal workweek shall be Monday through Friday. Hours of work shall be 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. Other workweeks and hours may be established if necessary in order to coordinate with other forces.
- D. An employee regularly assigned to the Seattle distribution area shall not be assigned to work at any headquarters outside that area for more than thirty (30) working days out of any ninety (90) working days.
- E. At least forty eight (48) hours' notice shall be given the employees for assignment to work outside the Seattle distribution area, except in an extreme emergency.
- F. In order to coordinate work schedules, personnel temporarily assigned to the Boundary Project shall be paid one-half ($\frac{1}{2}$) hour extra pay per day at the straight-time rate as compensation for travel between the work site and the board and lodging facility.

14.4 Union Visitation - The Union Representatives of a Union party to this Agreement and/or the duly authorized representative of the Joint Crafts Council may, after notifying the City official in-Charge, visit the work location of employees covered by this Agreement at any reasonable time during working hours. For purposes of this Section, "City official in-Charge" shall mean the supervisor in-charge of the work area to be visited or, if the work area is located outside of the corporate limits of the City of Seattle, the "City official in-Charge" shall mean the official in-charge of that particular facility (e.g., Skagit Project), or, the official designated by the affected department. The Union representative shall limit his/her activities during such visit to matters relating to this Agreement. Such visits shall not interfere with work functions of the department. City work hours shall not be used by employees and/or the Union representative for the conduct of Union business or the promotion of Union affairs other than hereinbefore stated.

14.5 Union Shop Stewards - A Union party to this Agreement may appoint a shop steward in the various City departments affected by this Agreement. Immediately after appointment of its shop steward(s), each Union must furnish the Seattle Department of Human Resources and the affected Department(s) with a list of those employees who have been designated as shop stewards and their area of responsibility. Failure to provide such a list and/or disagreement over the number and/or area of responsibility of shop stewards between the City and a Union covered by this Agreement shall result in non-recognition by the City of the appointed shop stewards in question. The City must notify the affected Union within fifteen (15) calendar

days of receipt of the Union's list or revised list if it objects to the number and/or area of responsibility of appointed shop stewards. Where there is a disagreement over the number and/or area of responsibility of appointed shop stewards, said issues shall be discussed between the City and the affected Union. If the parties cannot mutually resolve their differences, the issues shall be submitted to the Labor-Management Committee for final resolution. The list shall also be updated as needed. Shop stewards shall perform their regular duties as such but shall function as the Union's representative on the job to inform the Union of any alleged violations of this Agreement and process grievances relating thereto; provided however, temporary employees may serve as shop stewards to inform the Union of any alleged violations of this Agreement that apply to temporary employees only and may process grievances relating thereto. The shop steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

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

14.6 Safety Standards - All work shall be done in a competent and workman-like manner, and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules which shall be complied with.

14.6.1 The practice of safety as it relates to City employees and equipment shall be paramount and in accordance with Washington Industrial Safety And Health Act (WISHA) standards.

14.6.2 The minutes of safety meetings shall be posted on the department bulletin boards.

14.6.3 No employee shall be required to operate unsafe equipment or work with unsafe material where adequate safeguards are not provided. An employee shall not be disciplined or suffer a loss of wages if any of the conditions described herein actually prevail. Upon determination or suspicion that the equipment or material is unsafe where safeguards are inadequate, the employee shall report such to the supervisor immediately. If the supervisor determines that the equipment or material is safe because the safeguards are adequate and the employee still has a concern, then the departmental Safety Officer shall be called upon to make a final determination.

14.7 Bulletin Boards - The City, upon written request from the Joint Crafts Council relative to a specific City department which employs individuals covered by this Agreement, shall provide bulletin board space for the use of the Joint Crafts Council or its affiliates in an area accessible to employees covered by

this Agreement; provided however, said space shall not be used for notices which are controversial or political in nature. All material posted by the Joint Crafts Council or its affiliates shall be officially identified as such.

14.8 Investigatory Interviews - When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that particular incident, the employee shall have the right to request that he/she be accompanied at the investigatory interview by a representative of the Union. If the employee makes such a request, the request shall be made to the City representative conducting the investigatory interview. The City, when faced with such a request, may:

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

14.8.1 In construing this Section, it is understood that:

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

14.9 Career Development - The City and the Union agree that employee career growth can be beneficial to both the City and the affected employee. As such, consistent with training needs identified by the City and the financial resources appropriated therefore by the City, the City shall provide educational and training opportunities for employee career growth. Each employee shall be responsible for utilizing those training and educational opportunities made available by the City or other institutions for the self-development effort needed to achieve personal career goals.

14.9.1 The City and the Union shall meet periodically to discuss the utilization and effectiveness of City-sponsored training programs and any changes to same

which pertain to employees covered by this Agreement. The City and the Union shall use such meetings as a vehicle to share and to discuss problems and possible solutions to upward mobility of employees covered by this Agreement and to identify training programs available to employees covered by this Agreement.

14.10 Uniforms - At Seattle Center the City shall provide and clean uniforms on a reasonable basis whenever employees are required by the City to wear uniforms.

14.10.1 Shirts, pants, coveralls and/or carpenter overalls currently provided by the City shall continue to be provided per existing departmental practice. Where not provided by departmental practice, the provision of shirts, pants, coveralls and/or carpenter overalls shall be established by mutual agreement of the department and bargaining unit members affected.

14.11 Footwear Reimbursement - The City shall pay up to the amounts in A through D below per Agreement year for each regular employee as partial reimbursement for the cost of purchasing or repairing protective or other specified footwear or other work gear (example: rain-gear, gloves, etc.) when such items are required by the City. Requests for reimbursement of such footwear or gear shall be accompanied by a receipt showing the amount and place of purchase or repair. An employee who does not use the full one amount in one calendar year may carry over the remaining balance to the next year for use in addition to the amount allocated for that year. This carryover shall extend for the four calendar years of the Agreement, but not into the ensuing year after the expiration of the Agreement. Temporary employees who qualify for the "0521st hour through 1040th hour" level of premium pay or greater as set forth within Section 1.2.2, shall be eligible for the footwear or gear allowance every other year subject to the conditions set forth herein for receipt of same by regular employees. Gear does not include articles of clothing already being issued.

A. Effective January 1, 2015, one hundred ten dollars (\$110).

B. Effective January 1, 2016, one hundred thirty dollars (\$130).

C. Effective January 1, 2017, one hundred fifty dollars (\$150).

D. Effective January 1, 2018, one hundred fifty dollars (\$150).

14.12 Identification Cards - Picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible, but conspicuous place on their person by all such employees or as reflected in the current practice of the department. Any such picture identification cards shall identify the employee by first name and last name initial (or at the employee's option, first

name initial and last name), employee number, job title, and photograph only. The cost of replacing the card damaged due to normal wear and tear shall be borne by the City.

14.13 Seattle Center Employee Monorail Use - Seattle Center employees shall be permitted to continue to ride the Monorail without charge provided such use is limited to travel to start the employee's work shift; travel on City business; travel on meal breaks or between split shifts; and/or travel from work at the end of the employee's work shift. Seattle Center employees may be required to provide proper identification and shall be required to yield space to paying passengers.

14.14 Seattle Center Employee Parking - The Seattle Center shall continue its practice of providing parking without charge on a space available basis to Seattle Center employees covered by this Agreement who were in regular (as opposed to temporary or intermittent) full-time or part-time status prior to November 4, 1987. Seattle Center employees who attain regular employment status on or after November 4, 1987, and who desire parking privileges shall pay twenty dollars (\$20) a month for parking during working hours only, or twenty-five dollars (\$25) a month for parking during working hours and all other hours.

14.14.1 The City reserves the right to open Article 14.14 for the purpose of negotiating changes to employee parking and fees to address incentives for High Occupancy Vehicle (HOV) parking and disincentives for Single Occupancy Vehicle (SOV) parking and other matters as may be necessary for an effective commute trip reduction program, as required by the City of Seattle Ordinance and State Law RCW 70.94.521-551.

14.15 Metro Passes - The City shall provide a transit subsidy benefit consistent with SMC 4.20.370.

14.16 On or about May 1st of each calendar year, the City shall provide the Union with a current listing of all employees within each bargaining unit.

14.17 If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involves the driving of vehicles requiring the driver to have a State Commercial Driver's License (CDL), fees charged by the State for acquiring the license shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The physical exam required to obtain or renew the license may be done on City time. The City will pay as a maximum amount, the rates charged by City-identified clinics for the physical exam. Employees shall be notified of clinics offering the physical exam at this reimbursement rate. If an employee is covered by a City medical plan which includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Group Health or Aetna) or shall seek

reimbursement through the medical plan. The City shall make a reasonable effort to make City trucks or equipment available for skill tests.

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

14.17.2 Employees in other job titles or positions not involving the driving of vehicles requiring the CDL who wish to take exam preparation or driver training courses may request approval of the courses and reimbursement of fees in the normal manner in which educational expenses are applied for and approved by Departments; provided however, license fees for these individuals shall not be reimbursed, nor shall the City be obligated to make City trucks or equipment available for skill tests for these individuals. Nothing contained herein shall guarantee that written exams, skill tests or training classes established for the purposes described herein shall be conducted during regular work hours or through adjusted work schedule(s) nor shall such written exams, skill tests or training classes be paid for on an overtime basis.

14.17.3 Employees required to have a Hazardous Material endorsement (HME) are required per Federal regulations to submit to a background records check and fingerprinting. Employees may make application for such HME on City time and shall be reimbursed for the fees associated with the background records check and fingerprinting if such endorsement is required by the job.

14.18 The City shall provide employees with appropriate training in the safe operation of any equipment prior to its use.

14.19 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.

14.19.1 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.

14.20 The City and the Union encourage the use of the “Early Mediation Project” or other alternative dispute resolution (ADR) processes to resolve non-contractual workplace conflict/disputes. Participation in the project or in an ADR process is entirely voluntary, confidential, and does not impact grievance rights.

14.21 Employees may be afforded sabbatical leave under the terms and conditions of Seattle Municipal Code Chapter 4.33.

14.22 Pay for Deployed Military

- A. 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.

- B. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted his or her annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

14.23 Any nonsupervisory employee assigned to train employee's outside of the employee's normal duties (as defined by the class specification) will be given a four percent (4%) (or higher rate, if that has been past practice) premium while so assigned. Such premium will be given for formal training involving group or classroom training of four (4) hours or more, and such training will be assigned by management and involve more than normal on-the-job training. (Examples of such formal training shall include, but not limited to first aid, CPR, or pesticide training.)

14.24 Contracting Out - 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.

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

14.24.2 The Union may grieve contracting out for work as described herein, if such contract involves work normally performed by employees covered by this Agreement.

14.25 Employee Paid Status During Bargaining – The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective January 1, 2008, employees who participate in bargaining as part of the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

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

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

14.27 Meeting Space – Where allowable and prior arrangements have been made, the City may make available to the Unions, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.

14.28 Testify before Civil Service Commission - Any individual member covered by this Agreement, who is directly involved through individual appeal, in a matter being reviewed by the Civil Service Commission, shall be allowed time during working hours without loss of pay to attend such a meeting if called to testify.

14.29 When the City assigns an employee from one regular shift to another and the employee is not offered at least eight (8) consecutive hours off-duty between the end of his/her previous shift and the beginning of his/her next regular shift, the employee shall be paid at the overtime rate for each hour worked during said eight (8) hour period; provided however, said employee shall be paid at the straight-time rate of pay for each hour worked during the remainder of the ensuing shift which commences eight (8) hours from the end of the previous shift.

14.30 Shift Premium – Effective January 1, 2015, an employee who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premium pay for all scheduled hours worked during such shift.

<u>Swing Shift</u>	<u>Graveyard Shift</u>
\$0.65 per hour	\$0.90 per hour

14.30.1 Effective December 30, 2015, an employee who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premium pay for all scheduled hours worked during such shift.

<u>Swing Shift</u>	<u>Graveyard Shift</u>
\$0.75 per hour	\$1.00 per hour

14.30.2 The afore-referenced shift premium shall apply to time worked as opposed to time-off with pay and therefore, for example, the premium shall not apply to vacation, holiday pay, funeral leave, etc. Employees who work one of the shifts for which a premium is paid and who are required to work overtime, shall not have the shift premium included as part of the base hourly rate for purposes of computing the contractual overtime rate.

14.30.3 The swing shift period shall encompass the hours from 4:00 p.m. to 11:59 p.m. The graveyard shift period shall encompass the hours from 12:00 a.m. (midnight) to 8:00 a.m.

14.31 Employees in the City Light Department, who are required to work on swinging staging or elevated platforms over dams at Skagit or Boundary, shall receive an additional sixty-five cents (\$0.65) per hour for each straight-time or overtime hour worked. The referenced premium shall apply only to time

worked as opposed to time-off with pay and therefore, the premium shall not apply to vacation, holiday pay, funeral leave, etc.

14.32 The Union and the City agree to the following:

- A. A reopener on impacts associated with the Affordable Care Act (ACA);
- B. For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts;
- C. For the duration of this agreement, the City agrees to a reopener to discuss the City's compensation philosophy and methods and processes associated with determining wage adjustments, including the City's interest in total compensation; and,
- D. For the duration of this agreement, the Union agrees to open negotiations to modify Personnel Rule 10.3.3 to include current employees in the City's criminal background check policy.

ARTICLE 15 - LABOR-MANAGEMENT COMMITTEES

- 15.1** **Labor-Management Leadership Committee** - The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high quality, cost-effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees.
- 15.1.1 The management representatives to the Committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Coalition of City Unions will appoint a minimum of six (6) labor representatives and a maximum equal to the number of management representatives of the Committee. The co-chairs of the Coalition will be members of the Leadership Committee.
- 15.2** **Employment Security** - Labor and management support continuing efforts to provide the best service delivery and the highest-quality service in the most cost-effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.
- 15.2.1 Labor and management agree that, in order to maximize participation and results from the Employee Involvement Committees (EIC), no one will lose employment or equivalent rate of pay with the City of Seattle because of efficiencies resulting from an EIC initiative.
- 15.2.2 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.

ARTICLE 16 - WORK STOPPAGES AND JURISDICTIONAL DISPUTES

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

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

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

16.2 Jurisdictional Disputes - Any jurisdictional dispute which may arise between any two (2) or more labor organizations holding current collective bargaining agreements with the City of Seattle shall be settled in the following manner:

- A. A Union which contends a jurisdictional dispute exists shall file a written statement with the City and other affected Unions describing the substance of the dispute.
- B. During the thirty (30) day period following the notice described in Section 16.2(1), the Unions along with a representative of the City shall attempt to

settle the dispute among themselves, and if unsuccessful shall request the assistance of the Washington State Public Employment Relations Commission.

ARTICLE 17 - RIGHTS OF MANAGEMENT

- 17.1 The right to hire, promote, discharge for just cause, improve efficiency, determine the work schedules and location of Department headquarters are examples of management prerogatives. The City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.
- 17.2 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 employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to a specific job within the bargaining unit, the right to temporarily assign employees to a specific job or position outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.
- 17.3 The Union recognizes the City's right to establish and/or revise performance evaluation system(s). Such system(s) may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees. In establishing new and/or revising existing evaluation system(s), the City shall meet prior to implementation with the Labor-Management Committee to jointly discuss such performance standards.
- 17.4 The City agrees that performance standards shall be reasonable.

ARTICLE 18 - SUBORDINATION OF AGREEMENT

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

ARTICLE 19 - ENTIRE AGREEMENT

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

ARTICLE 20 - GRIEVANCE PROCEDURE

- 20.1** Any dispute between the City and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a contract grievance. The following outline of grievance procedures is written for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.
- 20.2** A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the contract grievance procedure and be processed within the time limits set forth herein.
- 20.2.1** Grievances shall be filed at the Step in which there is authority to adjudicate such grievance within twenty (20) business days of the alleged contract violation. (Business days are defined as Monday through Friday excluding recognized City holidays [not to include personal holidays].)
- 20.3** As a means of facilitating settlement of a contract grievance, either party may include an additional member at its expense on its committee. Additionally, either party may amend an initial grievance up to the second Step of the following procedure. If at any Step in the contract grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.
- 20.4** For grievances filed in accordance with Sections 20.2 and/or 20.2.1, failure by an employee or the Union to comply with any time limitation of Steps 2, 3, and 4 of the procedure in this Article shall constitute withdrawal of the grievance; provided however, 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.
- 20.5** Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.
- 20.6** A contract grievance shall be processed in accordance with the following procedure:
- 20.6.1** (Step 1) - The contract grievance shall be reduced to written form by the aggrieved employee and/or the Union, stating the section of the agreement allegedly violated and explaining the grievance in detail. The aggrieved employee and/or the Union Representative shall present the written grievance to the employee's supervisor within twenty (20) business days of the alleged

contract violation, with a copy of the grievance submitted to the Union by the aggrieved employee. The immediate supervisor should consult and/or arrange a meeting with his/her supervisor, if necessary to resolve the contract grievance. The parties shall make every effort to settle the contract grievance at this stage promptly. The immediate supervisor shall, in writing, answer the grievance within ten (10) business days after being notified of the grievance, with a copy of the response submitted to the aggrieved employee and the Union.

20.6.2 (Step 2) - If the contract grievance is not resolved as provided in Step 1, or if the contract grievance is initially submitted at Step 2, it shall be reduced to written form, which shall include identification of the Section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The Union representative shall forward the written contract grievance to the Division Head with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

20.6.2.1 With Mediation

A. At the time the Union submits the grievance to the division head, the Union Representative or the aggrieved employee or the division head 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 representative. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within ten (10) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or his/her designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The 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 the 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 appropriate division head, and the appropriate Union representative shall be so informed by the ADR Coordinator.

- B. 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.

20.6.2.2 If the grievance is not resolved through mediation, the Division Head shall thereafter convene a meeting within ten (10) business days between the Union representative and aggrieved employee, together with the designated Supervisor, the Section Manager, the Department Labor Relations Officer and any other members of management whose presence is deemed necessary by the City to a fair consideration of the alleged contract grievance. The City Director of Labor Relations or his/her designee may attend such meeting. The Division head shall give a written answer to the Union within ten (10) business days after the contract grievance meeting.

20.6.3 (Step 3) – If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after the Step 2 answer or if the contract grievance is initially submitted at Step 3, within twenty (20) business days, pursuant to Section 20.2.1 to the City Director of Labor Relations with a copy to the appropriate Department Head. The Director of Labor Relations or his/her designee shall investigate the alleged contract grievance and, if deemed appropriate, he/she shall convene a meeting between the appropriate parties. He/she shall thereafter make a confidential recommendation to the affected Department Head who shall, in turn, give the Union an answer in writing ten (10) business days after receipt of the contract grievance or the meeting between the parties.

20.6.3.1 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 frame specified in Step 3 after receipt of notification from the ADR Coordinator that the grievance was not resolved through mediation.

20.6.4 (Step 4) – If the contract grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. It may be referred to the Federal Mediation and Conciliation Service for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration shall be made within twenty (20) business days after the City's answer or failure to answer in Step 3, and shall be accompanied by the following information:

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

- B. Nature of the alleged violation.
- C. Question(s) which the arbitrator is being asked to decide.
- D. Remedy sought.

In lieu of the procedure set forth in Section 20.6.4, Step 4, the City and the Union may mutually agree to select an arbitrator to decide the issue.

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

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

- A. The Director of Labor Relations, or designee, will notify the Union of such receipt and will provide a date [not to exceed six (6) months from the date of receipt of the grievance] when a proposed classification determination report responding to the grievance will be sent to the Union. The Director of Labor Relations, or designee, will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the six (6) month period.
- B. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations, or designee, will respond to the grievance in writing.
- C. If the grievance is not resolved, the Union may, within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:
 - 1. The Union may submit the grievance to binding arbitration per Article 20, Section 20.6.4; or
 - 2. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the

Classification/Compensation Unit and one Human Resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Seattle Human Resources Director with forty-five (45) business days of the appeal hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Board's recommendation, that decision shall be final and binding and not subject to further appeal. If the Seattle Human Resources Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Article 20, Section 20.6.4.

- 20.7 The parties shall abide by the award made in connection with any arbitrable difference. There shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration.
- 20.8 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood that:
- 20.8.1 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 power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- 20.8.2 The decision of the arbitrator regarding any arbitrable difference shall be final, conclusive and binding upon the City, the Union and the employees involved.
- 20.8.3 The cost of the arbitrator shall be borne equally by the City and the Union and each party shall bear the cost of presenting its own case.
- 20.8.4 The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.
- 20.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided however, disciplinary action may be processed through the contract grievance procedure; provided further, an employee covered by this Agreement must upon initiating objections relating to disciplinary action use either the contract grievance procedure contained herein (with the Union processing the grievance) or pertinent Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate his/her objections relating to a disciplinary action through both the grievance

procedure and the Civil Service Commission, the grievance shall be considered withdrawn upon first notice that an appeal has been filed before the Civil Service Commission. In grievances relating to discharge, the City shall present its position first before an arbitrator or the Civil Service Commission.

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

- A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the time lines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and
- B. Either party may make an "Offer of Settlement" to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an offer of settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 20.8.3.
- C. The parties may mutually agree to alter, amend or eliminate these procedures by executing a revised Memorandum of Agreement.

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 hereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.

ARTICLE 22– DISCIPLINARY ACTIONS

22.1 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:

- A. verbal warning;
- B. written reprimand;
- C. suspensions;
- D. demotion; or
- E. termination.

22.1.1 Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.

22.2 In cases of suspension or discharge, the specified charges and duration, where applicable, of the action shall be furnished to the employee in writing not later than one (1) working day after the action became or becomes effective. An employee may be suspended for just cause pending demotion or discharge action.

22.3 Whenever an employee is given written notice of a disciplinary action as defined above in Section 22.1, a copy of the disciplinary notice shall be transmitted to the Union. Provided, that the Department shall first ask the affected employee's permission, and in the event the employee declines, then a copy will not be sent to the Union.

ARTICLE 23 - TERM OF AGREEMENT

23.1 All terms and provisions of this Agreement shall become effective upon signature of both parties unless otherwise specified elsewhere, and shall remain in full force and effect through December 31, 2018. 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, 2018. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

23.1.1 Notwithstanding the provisions of Section 23.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement shall continue to remain in full force and effect during the course of collective bargaining, until such time as the terms of a new Agreement have been consummated, or unless consistent with RCW 41.56.123 the City serves the Union with ten (10) days' notice of intent to unilaterally implement its last offer and terminate the existing Agreement.

Signed this _____ day of _____, 2016

CITY OF SEATTLE, WASHINGTON
Executed Under Authority of

Ordinance No. _____

PNWRCC

By _____
Jeff Skillman, Business Representative

By _____
Edward B. Murray, Mayor

By _____
David Bracilano
Labor Relations Director

APPENDIX A

PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, Washington, hereinafter referred to as the City, and the Northwest Regional Council of Carpenters, hereinafter referred to as the Union, for that period from January 1, 2015 through December 31, 2018. This APPENDIX shall apply exclusively to those classifications identified and set forth herein. The rates herein are illustrative of the increases provided in Articles 4.1.1 through 4.1.4 and any discrepancies shall be governed by those Articles.

A.1 Effective December 31, 2014, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>
Bridge Carpentry & Maintenance, Lead.....	31.45	31.45	31.45	31.45	31.45
Building Inspector (Entry).....	29.95	31.14	32.35	33.63	34.99
Building Inspector (Journey).....	34.99	36.28	37.69	39.15	40.71
Building Inspector, Senior, Expert.....	36.28	37.69	39.15	40.71	42.30
Building Inspector, Structural.....	37.69	39.15	40.71	42.30	43.87
Carpenter.....	31.45	31.45	31.45	31.45	31.45
Carpenter, Apprentice*	1 st period 67% of Carpenter rate of pay from 00-06 months 2 nd period 71% of Carpenter rate of pay from 07-12 months 3 rd period 75% of Carpenter rate of pay from 13-18 months 4 th period 79% of Carpenter rate of pay from 19-24 months 5 th period 83% of Carpenter rate of pay from 25-30 months 6 th period 87% of Carpenter rate of pay from 31-36 months 7 th period 91% of Carpenter rate of pay from 37-42 months 8 th period 95% of Carpenter rate of pay from 43-48 months				
Carpenter, Senior.....	31.45	32.78	32.78	32.78	32.78
Carpenter, Crew Chief.....	33.31	34.69	36.09	36.09	36.09

*The standards for determining wage progression for the Carpenter Apprentice shall be in accordance with the Washington State Apprenticeship and Training Council and the City of Seattle Apprentice Sub-Committee.

A.1.1 Effective December 30, 2015, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>
Bridge Carpentry & Maintenance, Lead.....	32.08	32.08	32.08	32.08	32.08
Building Inspector (Entry).....	30.55	31.76	33.00	34.30	35.69
Building Inspector (Journey).....	35.69	37.01	38.44	39.93	41.52
Building Inspector, Senior, Expert.....	37.01	38.44	39.93	41.52	43.15
Building Inspector Structural.....	38.44	39.33	41.52	43.15	44.75
Carpenter.....	32.08	32.08	32.08	32.08	32.08
Carpenter, Apprentice*.....	1 st period 67% of Carpenter rate of pay from 00-06 months 2 nd period 71% of Carpenter rate of pay from 07-12 months 3 rd period 75% of Carpenter rate of pay from 13-18 months 4 th period 79% of Carpenter rate of pay from 19-24 months 5 th period 83% of Carpenter rate of pay from 25-30 months 6 th period 87% of Carpenter rate of pay from 31-36 months 7 th period 91% of Carpenter rate of pay from 37-42 months 8 th period 95% of Carpenter rate of pay from 43-48 months				
Carpenter, Senior.....	32.08	33.44	33.44	33.44	33.44
Carpenter, Crew Chief.....	33.98	35.38	36.81	36.81	36.81

*The standards for determining wage progression for the Carpenter Apprentice shall be in accordance with the Washington State Apprenticeship and Training Council and the City of Seattle Apprentice Sub-Committee.

A.1.2 Effective December 28, 2016, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>
Bridge Carpentry & Maintenance, Lead.....	32.88	32.88	32.88	32.88	32.88
Building Inspector (Entry).....	31.31	32.55	33.83	35.16	36.58
Building Inspector (Journey).....	36.58	37.94	39.40	40.93	42.56
Building Inspector, Senior, Expert.....	37.94	39.40	40.93	42.56	44.23
Building Inspector Structural.....	39.40	40.93	42.56	44.23	45.87
Carpenter.....	32.28	32.88	32.88	32.88	32.88
Carpenter, Apprentice*.....	1 st period 67% of Carpenter rate of pay from 00-06 months 2 nd period 71% of Carpenter rate of pay from 07-12 months 3 rd period 75% of Carpenter rate of pay from 13-18 months 4 th period 79% of Carpenter rate of pay from 19-24 months 5 th period 83% of Carpenter rate of pay from 25-30 months 6 th period 87% of Carpenter rate of pay from 31-36 months 7 th period 91% of Carpenter rate of pay from 37-42 months 8 th period 95% of Carpenter rate of pay from 43-48 months				
Carpenter, Senior.....	32.88	34.28	34.28	34.28	34.28
Carpenter, Crew Chief.....	34.83	36.26	37.73	37.73	37.73

*The standards for determining wage progression for the Carpenter Apprentice shall be in accordance with the Washington State Apprenticeship and Training Council and the City of Seattle Apprentice Sub-Committee.

A.1.1 Effective December 27, 2017, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>
Bridge Carpentry & Maintenance, Lead.....	33.78	33.78	33.78	33.78	33.78
Building Inspector (Entry).....	32.17	33.45	34.76	36.13	37.59
Building Inspector (Journey).....	37.59	38.98	40.48	42.06	43.73
Building Inspector, Senior, Expert.....	38.98	40.48	42.06	43.73	45.45
Building Inspector Structural.....	40.48	42.06	43.73	45.45	47.13
Carpenter.....	33.78	33.78	33.78	33.78	33.78
Carpenter, Apprentice*.....	1 st period 67% of Carpenter rate of pay from 00-06 months 2 nd period 71% of Carpenter rate of pay from 07-12 months 3 rd period 75% of Carpenter rate of pay from 13-18 months 4 th period 79% of Carpenter rate of pay from 19-24 months 5 th period 83% of Carpenter rate of pay from 25-30 months 6 th period 87% of Carpenter rate of pay from 31-36 months 7 th period 91% of Carpenter rate of pay from 37-42 months 8 th period 95% of Carpenter rate of pay from 43-48 months				
Carpenter, Senior.....	33.78	35.22	35.22	35.22	35.22
Carpenter, Crew Chief.....	35.79	37.26	38.77	38.77	38.77

*The standards for determining wage progression for the Carpenter Apprentice shall be in accordance with the Washington State Apprenticeship and Training Council and the City of Seattle Apprentice Sub-Committee.

A G R E E M E N T

by and between

THE CITY OF SEATTLE

and

**International Association of Machinists and Aerospace Workers,
District Lodge 160, Local 79**

Effective January 1, 2014 through December 31, 2018

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ARTICLE 1 - RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT

- 1.1 The City recognizes the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79 (hereinafter referred to as the Union) as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington for employees employed within the bargaining unit defined in Appendix "A" of this Agreement. For purposes of this Agreement and, the following definitions shall apply:
- 1.1.1 The term "employee" shall be defined to include probationary employees, regular employees, full-time employees, part-time employees and temporary employees not otherwise excluded or limited in the following Sections of this Article.
- 1.1.2 The term "probationary employee" shall be defined as an employee who is within his/her first twelve (12) month trial period of employment following his/her initial regular appointment within the classified service.
- 1.1.3 The term "regular employee" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.
- 1.1.4 The term "full-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.
- 1.1.5 The term "part-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but less than forty (40) hours per week.
- 1.1.6 The term "temporary employee" shall be defined as an employee who has been hired to work during any period when additional work requires a temporarily augmented work force, in the event of an emergency, to fill in for the absence of a regular employee, or to fill a vacancy in a position on an interim basis. Work performed by a temporary employee may include, but not necessarily be limited to a variety of work schedules dependent upon the requirements of a particular temporary job assignment; e.g., full-time in assignments of limited duration; less than forty (40) hours per week; less than twenty (20) hours per week; as needed; seasonal; on call; or intermittent.
- 1.1.7 The term "interim basis" shall be defined as an assignment of a regular or probationary employee or employees to fill a vacancy in a position for a short period while said position is waiting to be filled by a regularly appointed employee.

1.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.2; 1.2.1; 1.2.2; 1.2.2.1; 1.2.2.2; 1.2.3; 1.2.3.1; 1.2.4; 1.2.5; 1.2.6; 1.2.7; 1.2.8; 1.2.9; 1.2.10; 3.1.1; 5.1.2; 5.2; 5.6; 11.3.2 (2); 14.5; 14.5.1; 14.6.3; 14.10; 14.11; 14.12; 14.13; 14.18; and Article 20, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. Temporary employees are exempt from all provisions of Appendix A unless otherwise noted.

1.2.1 Temporary employees shall be paid for all hours worked at the first Pay Step of the hourly rates of pay set forth within Appendix A.

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

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

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

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

D. ...2,081st hour + 20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty-five percent [25%] premium pay.)

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

1.2.2.1 Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service as set forth within Section 1.2.8. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

1.2.2.2 The premium pay in Section 1.2.2 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.

1.2.3 Temporary Employee Medical and Dental Eligibility - Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-

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

1.2.3.1 Cumulative sick leave computed at the rate of 0.33 hours for all hours worked and with all benefits and conditions required by Ordinance 123698 shall be granted to all temporary employees not eligible for fringe benefits pursuant to SMC 4.20.055 (C), except that "work study" employees as defined by the administrative rules promulgated by the Seattle Office of Civil Rights shall not be eligible for the sick leave benefit.

1.2.4 Temporary Employee Holiday Work Premium Pay - A temporary employee who works on any of the specific calendar days designated by the City as paid holidays shall be paid at the rate of one and one-half (1½) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday during his/her scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1½) times the employee's regular straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.

1.2.5 A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2080) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, may request an unpaid leave of absence not to exceed the amount of vacation time he/she would have earned in the previous year if he/she had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and

scheduling of such unpaid leaves must be agreeable to the employing department. The leave shall be handled in a manner similar to the scheduling of vacation for regular employees. This provision shall not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 1.2.7.

1.2.6 Premium pay set forth within Section 1.2.2 shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave, holiday pay, funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 1.2.2.2, 1.2.3, and 1.2.4.

1.2.7 The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide all fringe benefits covered by the premium pay set forth within Section 1.2.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 1.2.2 shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Section 1.2.2 shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four point eight one percent (4.81%) which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 1.2.2 where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

1.2.8 The premium pay provisions set forth within Section 1.2.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (twelve [12] months or twenty-six [26] pay periods), it shall be presumed that the employee's break in service was voluntary.

1.2.9 The City may work temporary employees beyond one thousand forty (1,040) regular hours within any twelve (12) month period; provided however, the City shall not use temporary employees to supplant regular positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to

avoid accumulation of regular hours that would increase the premium pay provided for in Section 1.2.2, or solely to avoid considering creation of regular positions.

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

(Language involving 1.2 through 1.2.10 shall be subject to change based on new rules for temporary employees pursuant to the Glaser Law Suit Settlement.)

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

1.4 As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City which is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and or employment programs, vocational rehabilitation programs, work-study and student-intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work-Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.

1.4.1 The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the effective date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the union of such and upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program which involves the

performance of bargaining unit work within a given City department, beyond what has traditionally existed, shall not be a cause of (1) a layoff of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement that recently had been occupied by a regular full-time employee who performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

1.5

An employee who is worked out of classification or who is promoted on an interim basis from a classification falling under one bargaining unit to another bargaining unit shall remain under the jurisdiction of the initial bargaining unit until such time as his/her promotion becomes permanent.

ARTICLE 2 - NON-DISCRIMINATION

2.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, gender identity, veteran status, political ideology, ancestry or the presence of any sensory, mental or physical handicap unless based on a bona fide occupational qualification reasonably necessary to the operations of the City.

2.1.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

ARTICLE 3 - UNION MEMBERSHIP AND DUES

- 3.1 It shall be a condition of employment that each employee covered by this Agreement who voluntarily is or who voluntarily becomes a member of the Union shall remain a member of same during the term of this Agreement. It shall also be a condition of employment that each employee hired prior to January 1, 1972, currently covered by this Agreement, who is not a member of the Union, shall on or before the thirtieth (30th) day following said date either join the Union or pay an amount equivalent to the regular monthly dues of the Union to the Union. Any employee hired or appointed to a position into a bargaining unit covered by this Agreement on or after January 1, 1972, shall on or before the thirtieth (30th) day following the beginning of such employment join the Union. Failure by any such employee to apply for and/or maintain such membership in accordance with this provision shall constitute cause for discharge of such employee; provided however, the requirements to apply for Union membership and/or maintain union membership shall be satisfied by the employee's payment of the regular initiation fee or regular reinitiation fee and the regular dues uniformly required by the Union of its members.
- 3.1.1 A temporary employee may, in lieu of the Union membership requirements set forth within Section 3.1, pay a Union service fee in an amount equivalent to one and one-half percent (1½%) 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.
- 3.1.2 Employees who are determined by the Public Employment Relations Commission to satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.
- 3.2 Failure by an employee to abide by the afore-referenced provisions of this Article shall constitute cause for discharge of such employee; provided however, it shall be the responsibility of the Union to notify the City in writing when it is seeking discharge of an employee for non-compliance with Sections 3.1 or 3.1.1 or 3.1.2 of this Article. When an employee fails to fulfill the union security obligations set forth within this Article, the Union shall forward a "Request for Discharge Letter" to the affected Department Head (with copies to the affected employee and the City Director of Labor Relations). Accompanying the Discharge Letter shall be a copy of the letter

to the employee from the Union explaining the employee's obligation under Article 3, Sections 3.1 or 3.1.1 or 3.1.2.

3.2.1 The contents of the "Request for Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Sections 3.1 or 3.1.1 or 3.1.2 of Article 3, but provide the employee and the City with thirty (30) calendar days' written notification of the Union's intent to initiate discharge action, during which time the employee may make restitution in the amount which is overdue. Upon receipt of the Union's request, the affected Department Head or designee, shall give notice in writing to the employee, with a copy to the Union and the City Director of Labor Relations that the employee faces discharge upon the request of the Union at the end of the thirty (30) calendar day period noted in the Union's "Request for Discharge Letter" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the affected department any information relevant to why the Department should not act upon the Union's written request for the employee's discharge.

3.2.2 In the event the employee has not yet fulfilled the obligation set forth within Sections 3.1 or 3.1.1 or 3.1.2 of this Article within the thirty (30) calendar day period noted in the Request for Discharge Letter, the Union shall thereafter reaffirm in writing to the affected Department Head, with copies to the affected employee and the Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Union rescinds its request of the discharge the City shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the union security obligation within the thirty (30) calendar day period, the Union shall so notify the affected Department Head in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Union has reaffirmed its request for discharge, the affected Department Head shall notify the Union in writing, with a copy to the City Director of Labor Relations and the affected employee, that the Department effectuated the discharge and the specific date such discharge was effectuated, or that the Department has not discharged the employee, setting forth the reasons why it has not done so.

3.3 The City shall deduct from the pay check of each employee who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union or the alternative biweekly Union service fees required of temporary employees per Section 3.1.1. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The Union shall indemnify and save harmless the City against any and all liability arising out of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

Att 3 – Local 79 Agreement

V1

Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request.

ARTICLE 4 - CLASSIFICATIONS AND RATES OF PAY

- 4.1** The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth within Appendix A which is attached hereto and made a part of this Agreement.
- 4.1.1** Effective January 1, 2014, base wage rates will be as displayed in Appendix A of this Agreement, which reflects a 2.0% increase.
- 4.1.2** Effective December 31, 2014, base wage rates referenced in 4.1.1 above shall be increased by 2.0% as displayed in Appendix A of this Agreement.
- 4.1.3** Effective December 30, 2015, base wage rates referenced in 4.1.2 above will be increased by 2.0% as displayed in Appendix A of this Agreement.
- 4.1.4** Effective December 28, 2016, base wage rates referenced in 4.1.3 above will be increased by 2.5% as displayed in Appendix A of this Agreement.
- 4.1.5** Effective December 27, 2017, base wage rates referenced in 4.1.4 above will be increased by 2.75% as displayed in Appendix A of this Agreement.
- 4.1.6** The base wage rates referenced above shall be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein.
- 4.2** An employee, upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the position as set forth within Appendix A attached hereto.
- 4.2.1** An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment, except as otherwise provided for in Section 1.2.10 and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2,088 hours) of actual service, he/she will receive one-step increment in the higher-paid title; provided that he/she has not received a step increment in the out-of-class title

based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class that were properly paid per Article 5.9 of this Agreement, shall apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

4.2.2 Those employees who have been given step increases for periodic "work outside of classification" prior to the effective date of this Agreement shall continue at that step but shall not be given credit for future step increases, except as provided for in Section 4.2.1.

4.2.3 For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of actual service from the appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the salary range established for the class.

4.2.4 In determining actual service for advancement in salary step, absence due to sickness or injury for which the employee does not receive compensation may at the discretion of the City be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the City, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this Section, time lost by reason of disability for which an employee is compensated by Industrial Insurance or Charter disability provisions shall not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.

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

4.2.6 Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 4.2.1.

4.2.7 Promotions – Effective upon the signature date of this Agreement, an employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; provided that this provision shall apply only to appointments of employees

from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed". However, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

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

- A. If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee shall receive the maximum salary of the lower range.
- B. If the rate of pay received in the higher class is within the salary range for the lower class, the employee shall receive that salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class; provided however, the employee shall receive not less than the minimum salary of the lower range.

4.2.9 An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary rate of the lower range which is nearest to the salary rate to which he/she was entitled in his/her former position without reduction; provided however, such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of City service and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary range, such employee shall receive the salary he/she was receiving prior to such second reduction as an "incumbent" for so long as he/she remains in such position or until the regular salary for the lower class exceeds the "incumbent" rate of pay.

4.2.10 When a position is reclassified by ordinance to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate which shall be determined in the same manner as for a promotion; provided however, if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, he/she shall continue to receive such higher salary as an "incumbent" for so long as he/she remains in position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

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

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

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 **Hours Of Work** - Eight (8) hours within nine (9) consecutive hours shall constitute a normal workday. There shall be no split work shifts. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days' off, except for relief shift assignments, four (4) day/ten-(10) hour work schedules and other special schedules.

5.1.1 **Meal Period** - Employees shall receive a meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift or when he/she is called in to work on his/her regular day off. The meal period shall be no less than one-half (½) hour nor more than one (1) hour in duration and shall be without compensation. Should an employee be required to work in excess of five (5) continuous hours from the commencement of his/her regular shift without being provided a meal period, the employee shall be compensated two (2) times the employee's straight-time hourly rate of pay for the time worked during his/her normal meal period and be afforded a meal period at the first available opportunity during working hours without compensation.

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

5.1.3 Where work conditions require continuous manning throughout a work shift for thirty (30) consecutive days or more the City may, in lieu of the meal period and rest periods set forth within Sections 5.1.1 and 5.1.2, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.

5.2 **Overtime** - All time worked in excess of eight (8) hours in any one (1) shift shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.1 All time worked before an employee's regularly scheduled starting time shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.2 All time worked on an employee's regularly scheduled days off shall be paid for at the rate of two (2) times the straight-time rate of pay.

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

5.2.4 A "work week" for purposes of determining whether an employee exceeds forty (40) hours in a work week shall be a seven (7) consecutive day period of time beginning on Wednesday and ending on Tuesday except when expressly designated to begin and end on different days and times from the normal Wednesday through Tuesday work week.

5.2.5 All overtime work shall be offered to qualified regular employees in the classification before any temporary employees are asked to work overtime. Scheduled overtime will be distributed as equally as possible among the employees who ordinarily perform, and who are deemed capable by the Employer of performing, the work requiring overtime.

5.3 Call Back - Employees who are called back to work after completing their regular shift shall be paid a minimum of four (4) hours straight-time pay for all time worked up to two (2) hours. Any time worked in excess of two (2) hours shall be paid for at double the straight-time rate of pay for actual hours worked.

Example: Zero (0) minutes to two (2) hours = four (4) hours' straight-time pay.
Two and one-half (2½) hours = five (5) hours straight-time pay. Four (4) hours = eight (8) hours straight-time pay.

5.3.1 Definition of a Call Back - A Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of his/her regular work shift and is required to report back to work prior to the start of his/her next regularly scheduled work shift. An employee who is called back to report to work before the commencement of his/her regular work shift shall be compensated in accordance with the Call Back provisions of his/her Labor Agreement; provided however, in the event he/she is called back to report to work within two (2) hours from the starting time of his/her next regularly scheduled work shift, he/she shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of his/her next regularly scheduled work shift and the Call-Back provision shall not apply.

5.4 Meal Reimbursement - When an employee is specifically directed by the City to work ninety (90) minutes or longer at the end of his/her normal work shift of at least eight (8) hours or work ninety (90) minutes or longer at the end of his/her work shift of at least eight (8) hours when he/she is called in to work on his/her regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 the employee shall be given an allowance equal to but not to exceed the Seattle Runzheimer dinner rate in effect.

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

5.4.2 When an employee is called out in an emergency to work ninety (90) minutes or longer of unscheduled overtime immediately prior to his/her normal eight (8) hour work shift, said employee shall be eligible for meal allowance pursuant to Sections 5.4, 5.4.1 and 5.4.2.

5.4.3 Meal reimbursement while on Travel Status. An employee shall be reimbursed for meals while on travel status at the federal per diem rate for the closest location listed by the U.S. General Services Administration web site. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.

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

5.6 Implementation of a four (4) day, forty (40) hour or other alternative work schedule shall be subject to terms and conditions established by each department. The appointing authority may terminate alternative work schedules when the schedule ceases to meet the business needs of the employing unit. In administering the four (4) day, forty (40) hour work schedule or other alternative work schedule, overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week. It will be clearly established whether an alternative work schedule is applicable for a temporary employee.

5.6.1 For employees who work a four (4) day, forty (40) hour workweek or other alternative work schedule, the following shall apply:

If a holiday is observed on a Saturday or on a Friday that is the normal day off, the holiday will be taken on the last normal workday. If a holiday is observed on a Monday that is the normal day off or on a Sunday, the holiday will be taken on the next normal workday. This schedule will be followed unless the employee and his/her supervisor determine that some other day will be taken off for the holiday; provided, however, that in such case the holiday time must be used no later than the end of the following pay period. If the holiday falls on a Tuesday, Wednesday, or Thursday that is the

employee's normal scheduled day off, the holiday must be scheduled off no later than the end of the following pay period.

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

5.8 Standby Duty - Whenever an employee is placed on Standby Duty by the City, the employee shall be available at a predetermined location to respond to emergency calls and when necessary, report as directed by departmental policy. Employees who are placed on Standby Duty by the City shall be paid at a rate of ten percent (10%) of the employee's straight-time hourly rate of pay. When an employee is required to return to work while on Standby Duty the Standby Duty pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 5.3. An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.

5.9 Work Outside of Classification - Effective January 1, 2014, work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position. When the duties of the higher-paid position are clearly outside the scope of an employee's regular classification for a period of three (3) hours or longer in any one (1) work week, he/she shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for a promotion. Proper authority shall be a supervisor and/or Crew Chief, who has been designated the authority by a manager or director directly above the position which is being filled out of class, and who has budget management authority of the work unit. The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class, and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. (If an employee is mistakenly assigned out-of-class who does not meet the above qualifications, the City will stop the practice immediately once discovered and will see that the out-of-class is paid for work already performed.) The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any one position. The six (6) month period may be exceeded under the following circumstances: 1) when a hiring freeze exists and vacancies cannot be filled; 2) extended industrial or off-the-job injury or disability; 3) when a position is scheduled for abrogation; or 4) a position is encumbered (an assignment in lieu of a layoff). When such circumstances require that an out-of-class assignment be extended beyond six (6) months

for any one position, the City shall notify the union which represents the employee who is so assigned and/or the body of work which is being performed on an out-of-class basis. After nine (9) months, the union which represents the body of work being performed out of class must concur with any additional extension of the assignment. The union that represents the body of work will consider all requests on a good faith basis.

5.9.1 The practice of no out-of-class pay for paid leave will continue except that any sick leave taken in lieu of working a scheduled out-of-class assignment must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment or in the event of a regular appointment to the out-of-class title within 12 months of the out-of-class assignment.

5.9.2 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. When employees voluntarily apply for and voluntarily accept a position in a lower-level classification, they shall receive the salary rate for the lower class, which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. For such temporary period, the employee shall continue to pay dues to the union of the higher class. The overtime provisions applicable are those of the contract covering the bargaining unit position of the work being performed on an overtime basis. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as his/her primary class, across union jurisdictional lines, with no change to his or her regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement and payment for absences do not apply in these instances.

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

5.9.4 The City shall make a reasonable effort to accommodate employees who have an off-the-job injury or illness with light-duty work if such work is available.

5.9.5 Out-of-class work shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to

determine immediately how to accomplish the duties which would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of his or her own classification, if the employee is not formally assigned to perform the duties on an out-of-class basis.

- 5.9.5.1 No employee may assume the duties of the higher-paid position without being formally assigned to do so except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to his or her department director for retroactive payment of out-of-class pay. The decision of the department director as to whether the duties were performed and whether performance thereof was appropriate shall be final.

ARTICLE 6 - HOLIDAYS

6.1 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
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th
Two Personal Holidays	
Two additional Personal Holidays for Eligible Employees	

6.1.1 Eligible employees are employees who have completed eighteen thousand seven hundred and twenty (18,720) hours on regular pay status by December 31, 2006 shall receive an additional two (2) personal holidays during 2007 for a total of four (4) personal holidays.

6.1.2 Effective January 1, 2007, employees who have completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status 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.

6.1.3 Whenever any paid holiday falls upon a Sunday, the following Monday shall be recognized as the paid holiday. Whenever any paid holiday falls upon a Saturday, the preceding Friday shall be recognized as the paid holiday; provided however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 6.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 6.4 shall be made only once per affected employee for any one holiday.

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

- 6.2 To qualify for holiday pay, City employees shall have been on pay status their normal workday before or their normal workday following the holiday; provided however, employees returning from non-pay leave who start work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.
- 6.3 A Personal Holiday shall be used during the calendar year as a regular holiday. Use of the Personal Holiday shall be requested in writing. When the Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay pursuant to Section 6.4 for all time worked on the originally scheduled Personal Holiday.
- 6.4 An employee who has been given at least forty-eight (48) hours advance notification and who is required to work on a holiday shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive one and one-half ($1\frac{1}{2}$) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive one and one-half ($1\frac{1}{2}$) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.
- 6.5 In the event an employee is required to work without having been given at least a forty-eight (48) hours advance notification on a holiday he/she normally would have off with pay, said employee shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive two (2) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive two (2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

ARTICLE 7 - ANNUAL VACATION

7.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 7.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

7.2 Regular pay status is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time and sick leave. At the discretion of the City, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation. Time lost by reasons of disability for which an employee is compensated by Industrial Insurance or Charter Disability provisions shall not be considered absence. An employee who returns after layoff shall be given credit for such prior service.

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

<u>COLUMN NO. 1</u>		<u>COLUMN NO. 2</u>			<u>COLUMN NO. 3</u>
<u>ACCRUAL RATE</u>		<u>EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE</u>			<u>MAXIMUM VACATION BALANCE</u>
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

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

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

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

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

7.7 "Service year" is defined as the period of time between an employee's date of hire and the one year anniversary date of the employee's date of hire or the period of time between any two (2) consecutive anniversaries of the employee's date of hire thereafter.

7.8 The minimum vacation allowance to be taken by an employee shall be one-half (½) of a day, or at the discretion of the Department Head, such lesser amount as may be approved by the Department Head.

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

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

7.11 Where an employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

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

ARTICLE 8 - SICK LEAVE, FUNERAL LEAVE AND EMERGENCY LEAVE

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

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

B. Disability of the employee due to pregnancy and/or childbirth.

Medical or dental appointments for the employee.

C. Care of family members as required of the City by State law and/or as defined and provided for by City of Seattle ordinance, which may be repealed in whole or in part by an initiative, in which case the parties shall renegotiate this provision in accordance with the terms of Article 21.

E. Employee absence from a worksite that has been closed by order of a public official to limit exposure to an infectious agent, biological toxin, or hazardous material.

F. Employee absence from work to care for a child whose school or place of care has been closed by public official to limit exposure to an infectious agent, biological toxin, or hazardous material.

G. Eligible reasons related to domestic violence, sexual assault, or stalking as set out in RCW 49.76.030.

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

8.1.2 Unlimited sick leave credit may be accumulated.

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

8.1.3.1 Cash payments of unused sick leave may be deferred for a period of one (1) year or less, providing the employee notifies his/her Department Human

Resources Office of his/her desires at the time of retirement. Request for deferred cash payments of unused sick leave shall be made in writing.

8.1.4 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.

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

8.1.6 Compensation for the first four (4) consecutive workdays of absence shall be paid upon approval of the Seattle Human Resources Director or his/her designee. In order to receive compensation for such absence, employees make themselves available for such reasonable investigation, medical or otherwise, as the Seattle Human Resources Director or his/her designee may deem appropriate.

8.1.6.1 Compensation for such absences beyond four (4) consecutive workdays shall be paid only after approval of the Seattle Human Resources Director or his/her designee of a request from the employee supported by a report of the employee's physician. The employee shall provide himself/herself with such medical treatment or take such other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.

8.1.6.2 Upon request by the employing unit, an employee shall provide documentation verifying cancellation of his or her child's school, day care, or other childcare service or program for sick leave use greater than four days for reasons authorized in Article 18.1.F of this Agreement.

8.1.6.3 An employing authority may also require that a request for paid sick leave to cover absences greater than four days for reasons set forth under Article 8.1.G of this Agreement be supported by verification that the employee or employee's family member is a victim of domestic violence, sexual assault, or stalking, and that the leave taken was for a reason eligible as set out in RCW 49.76.030. An employee may satisfy such

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

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

A. Off work on a holiday.

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

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

8.1.8.1 Prompt Notification - The employee shall promptly notify the immediate supervisor, by telephone or otherwise, on the first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor. For those absences of more than one day, notification on his/her first day off with an expected date of return shall suffice. The employee shall advise the supervisor of any change in expected date of return. If an employee is on a special work schedule, particularly where a relief replacement is necessary when the employee is absent, the employee shall notify the immediate supervisor as far as possible in advance of the scheduled time to report for work.

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

8.1.8.3 Claims To Be In Hours - Sick leave shall be claimed in 15 minute increments to the nearest full 15 minute increment, a fraction of less than 8 minutes being disregarded. Separate portions of absence interrupted by a return to work shall be claimed on separate application forms.

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

8.1.8.5 Rate of Pay for Sick Leave Used - An employee who uses paid sick leave shall be compensated at the rate of pay he or she would have earned had he or she worked as scheduled, with the exception of overtime (See Article 8.1.8.6). For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for

those hours missed due to sick leave. See also Articles 5.8 and 5.9.1 for sick leave use and rate of pay for out-of-class assignments and standby duties.

8.1.8.6 Rate of Pay for Sick Leave Used to Cover Missed Overtime - An employee may use paid leave for scheduled mandatory overtime shifts missed due to eligible sick leave reasons. Payment for the missed shifts shall be at the straight-time rate of pay the employee would have earned had he or she worked. An employee may not use paid sick leave for missed voluntary overtime shifts, which is scheduled work that the employee elected or agreed to add to his or her schedule.

8.1.8.7 Sick Leave Transfer Program - Employees shall be afforded the option to transfer and/or receive sick leave in accordance with the terms and conditions of the City's Sick Leave Transfer Program as established and set forth by City Ordinance. All benefits and/or rights existing under such program may be amended and/or terminated at any time as may be determined appropriate by the City. All terms, conditions and/or benefits of such program shall not be subject to the grievance procedure.

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

8.2.1 Bereavement/funeral leave may be allowed for bereavement purposes and/or attendance at the funeral of any other relative as allowed by Seattle Municipal Code (SMC) 4.28.020. Such relatives shall be determined as close relatives or relatives other than close relatives pursuant to the terms of SMC 4.28.020 for purposes of determining the extent of Bereavement/Funeral leave or sick

leave allowable as provided for in Section 8.2. In the event SMC 4.28.020 is repealed in whole or in part by an initiative, the parties shall renegotiate this provision in accordance with the terms of Article 21.

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

- A. The employee's spouse, child, parent, or domestic partner has unexpectedly become seriously ill or has had a serious accident; or
- B. An unforeseen occurrence with respect to the employee's household (e.g., fire or flood or ongoing loss of power). "Household" shall be defined as the physical aspects of the employee's residence.
- C. The "day" of emergency leave may be used for two separate incidents. The total hours compensated under this provision, however, shall not exceed eight (8) in a contract year.

8.4 Paid Parental Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.

8.5 Paid Leave for 2010 Furloughs - Employees who furloughed in 2010 shall receive the same number of leave hours taken in 2010 and those hours will be split equally to be used in 2016 and 2017. In no case shall employees receive more than eighty (80) hours leave. Employees shall take the leave provided under this paragraph in full-day increments to the extent possible and the hours will not carry over to the following year. Employee must be in regular or benefit eligible temporary status in order to receive this benefit. In the case that the employee did not take furlough days in 2010 because they had planned to retire, and then elected not to retire and subsequently "paid" for those furlough days, they will be compensated with the same leave

ARTICLE 9 - INDUSTRIAL INJURY OR ILLNESS

- 9.1 Any employee who is disabled in the discharge of his/her duties and if such disablement results in absence from his/her regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.
- 9.1.1 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 or other paid leave account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation or other paid leave may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation or other paid leave is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability equals or extends beyond fourteen (14) calendar days, then (1) any accrued sick leave, vacation, or other paid leave utilized due to absence from his/her regular duties as provided for in this section shall be reinstated and the employee shall be paid in accordance with Section 9.1 which provides payment at the eighty percent (80%) rate, or (2) if no sick leave, vacation, or other paid leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 9.1.
- 9.1.2 Such compensation shall be authorized by the Seattle Human Resources 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.
- 9.1.3 In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions (taxes, retirement). This provision shall become effective when SMC 4.44 - Disability Compensation is revised to incorporate this limit.
- 9.1.4 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) calendar days after notification to the employee.

9.2 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 9.1. 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 9.1.

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

9.4 Sick leave shall not be used for any disability herein described except as allowed in Section 9.1.

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

9.6 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 R.C.W.

9.7 The parties agree either may reopen for negotiation the terms and conditions of this Article.

ARTICLE 10 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

- 10.1 The following shall define terms used in this Article:
- 10.1.1 Probationary Period - A twelve (12) month period of employment following an employee's initial regular appointment within the Civil Service to a position.
- 10.1.2 Regular Appointment - The authorized appointment of an individual to a position covered by Civil Service.
- 10.1.3 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; through promotion or transfer to a 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.
- 10.1.4 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.
- 10.1.5 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.
- 10.1.6 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.
- 10.2 Probationary Period/Status of Employee - Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.
- 10.2.1 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.
- 10.2.2 An employee shall become regular after having completed his/her probationary period unless the individual is dismissed under provisions of Section 10.3 and Section 10.3.1.

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

10.3 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 Seattle Human Resources Director and a copy sent to the Union.

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

10.4 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 10.1.3.

10.4.1 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.

10.4.2 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.

10.4.3 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.

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

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

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

10.4.6 The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.

10.4.7 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.

10.4.8 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.

10.4.9 An employee whose name is on a valid Reversion Recall List who accepts employment with the City in another class and/or department shall have his/her name removed from the Reversion Recall List.

10.4.10 A reverted employee shall be paid at the step of the range which he/she normally would have received had he/she not been appointed.

10.5 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 Seattle Human Resources Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is still 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 Seattle Human Resources Director, require that a twelve (12) month trial service period be served in that department.

- 10.5.1 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.
- 10.5.2 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 term 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.
- 10.5.3 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.
- 10.6 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 Seattle Human Resources 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.
- 10.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 11.

ARTICLE 11 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

11.1 **Transfers** - The transfer of an employee shall not constitute a promotion except as provided in Section 11.1.2.(5).

11.1.1 **Intra-departmental 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 Seattle Human Resources Director, but must report any such transfer to the Seattle Department of Human Resources within five (5) days of its effective date.

11.1.2 Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Seattle Human Resources Director's approval as follows:

- A. Transfer in the same class from one department to another.
- B. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.
- C. Transfer, in lieu of layoff, may be made to a 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 for 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 11.3.4.
 - 1. 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.
 - 2. 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 11.4.

- D. 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.
- E. 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 11.1.2.(4) is not practicable.
- F. The Seattle Human Resources Director may approve a transfer under Sections 11.1.2 (1), (2), (3), (4) or (5) above with the consent of the appointing authority of the Receiving Department only, upon a showing of the circumstances justifying such action.
- G. 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.

11.1.2.1 Employees transferred pursuant to the provisions of Section 11.1.2 shall serve probationary and/or trial service periods as may be required in Article 10, Sections 10.5, 10.5.1, 10.5.2, and 10.5.3.

11.1.3 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular employees shall be given priority consideration for lateral transfer to any open position in the same classification within his/her department.

11.1.4 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular part-time employees shall be given priority consideration for full-time positions in the same classification which become available within his/her department.

11.2 Voluntary Reduction - A regularly appointed employee may be reduced to a lower class upon his/her written request stating his/her reason for such reduction, if the request is concurred in by the appointing authority and is approved by the Seattle Human Resources Director. Such reduction shall not displace any regular, trial service or probationary employee.

11.2.1 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 11.5. 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.

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

11.3.1 Layoff - 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.

11.3.2 In a given class in a department, the following shall be the order of layoff:

- A. Interim appointees
- B. Temporary or intermittent employees not earning service credit.
- C. Probationary employees*
- D. Trial service employees* (who cannot be reverted in accordance with Section 10.4.2.)
- E. 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 during probation.

11.3.3 However, the City may lay off out of the order described above for one or more of the reasons cited below:

- A. Upon showing by the appointing authority that the operating needs of the department require a special experience, training, or skill.
- B. When (1) women or minorities are substantially underrepresented in an "EEO" category within a department; or (2) a planned layoff would produce substantial under representation 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.

11.3.4 At the time of layoff, a regular employee or a trial service employee (per 11.3.2 above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in his/her department or he/she may be transferred as provided in Section 11.1.2(3). 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 11.5.

11.4 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 for one (1) year from the date of layoff.

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

11.4.2 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.

11.4.3 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:

- A. 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.
- B. 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.
- C. 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.
- D. 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 10, Section 10.4 shall apply.

- E. 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 10, Section 10.4 shall apply.
- F. 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.
- G. 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.
- H. The Union 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 these bargaining units provided the Union representing those employees has agreed to a reciprocal right to employees of these bargaining units. Otherwise, this section shall only be applicable to those positions that are covered by this Agreement.

11.4.4 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.

11.5 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:

- A. After completion of the probationary period, service credit shall be given for employment in the same, equal or higher class, including service in other departments and shall include temporary or intermittent employment in the same class under regular appointment prior to permanent appointment.
- B. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position.

- C. Service credit shall be given for previous regular employment of an incumbent in a position which has been reallocated and in which the employee has been continued with recognized standing.
- D. Service credit shall be given for service prior to an authorized transfer.
- E. Service credit shall be given for time lost during:
 - 1. Jury Duty;
 - 2. Disability incurred in line of service;
 - 3. Illness or disability compensated for under any plan authorized and paid for by the City;
 - 4. Service as a representative of the Union affecting the welfare of City employees;
 - 5. Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

11.5.1 No service credit shall be given:

- A. For service of a regular employee in a lower class to which he/she has been reduced and in which he/she has not had regular standing, except from the time of such reduction.
- B. For any employment prior to a separation from the Civil Service other than by a resignation which 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.

11.6

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

- 12.1 Effective January 1, 2014, the City shall provide medical, dental, and vision plans (with Group Health, Aetna Traditional, Aetna Preventative and Washington Dental Service as self-insured plans, and 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 2014, 2015, 2016, 2017, and 2018, 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 An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 12.1 or similar programs as determined by the Labor-Management Health Care Committee.
- 12.1.2 For calendar years 2014, 2015, 2016, 2017, and 2018, the City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.
- 12.1.3 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.
- 12.1.4 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).
- 12.2 Life Insurance - The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:
- 12.2.1 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the

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

12.2.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Sections 12.2 or 12.2.1 to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.

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

12.3 Long Term Disability - The City shall provide a Long Term Disability (LTD) Insurance program for all eligible employees for occupation and non-occupational accidents or illnesses. The City shall pay the full monthly premium cost of a base plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first six hundred sixty seven dollar (\$667) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum eight thousand three hundred thirty-three dollars [\$8,333] per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.

12.3.1 During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any long-term disability benefits covered by Section 12.3 and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.

12.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2014 for the base plan; provided further, such cost shall not exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 12.3.

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

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

12.6 Labor-Management Health Care Committee - A Labor-Management Health Care Committee was established and became effective January 1, 2001, by the parties. This Committee is responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall operate and exercise its appropriate decision-making authorities consistent with said Memorandum of Agreement, and decide whether to administer other City-provided insurance benefits.

ARTICLE 13 – RETIREMENT

- 13.1 Pursuant to Ordinance 78444 as amended, all employees shall be covered by the Seattle City Employees Retirement System.
- 13.2 Effective January 1, 2017, consistent with Ordinance 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

ARTICLE 14 - GENERAL CONDITIONS

- 14.1** **Mileage Allowance** - An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes.
- 14.1.1** The cents (¢) per mile mileage reimbursement rate set forth shall be adjusted up or down to reflect the current rate.
- 14.1.2** In those situations where an employee within a particular job classification is regularly scheduled every shift to report to a headquarter site and to a job site at a different location and/or to report to more than one job site within the course of one shift, the employing department shall provide the necessary transportation. As an alternative, if the employing department requires the employee to drive his/her personal automobile to the job sites, special mileage provisions may be negotiated on a case-by-case basis.
- 14.2** **Skagit Conditions** - When City Light employees working at the Skagit facilities are prevented (due to impassable roads on Skagit Project, or similar conditions) from returning to their regular place of residence after completing their workday or shift, the Department shall provide the employee with suitable food and quarters at no cost to the employees. In addition, the Department shall pay one hour's pay per day, at the employee's regular hourly rate, for each day away from his/her regular residence.
- 14.2.1** **Skagit Conditions** - City Light employees traveling to a work site other than where they are normally assigned, shall travel in Department vehicles or vessels on Department time.
- 14.3** **City Light Department Out-of-Town Rules** - When an employee, crews, or any part of a crew or crews, regularly assigned to a headquarter inside the distribution area is or are to be shifted to any location outside the Seattle distribution area to perform a specific job, the following conditions shall prevail:
- A. Acceptable board and lodging shall be furnished by the Department.
 - B. Time consumed in traveling to and from Seattle and the work location shall be considered part of the workday. Any time consumed in this travel to and from Seattle outside of regular working hours shall be at the overtime rate of pay.

- C. The normal workweek shall be Monday through Friday. Hours of work shall be 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. Other workweeks and hours may be established if necessary in order to coordinate with other forces.
- D. An employee regularly assigned to the Seattle distribution area shall not be assigned to work at any headquarters outside that area for more than thirty (30) working days out of any ninety (90) working days.
- E. At least forty eight (48) hours' notice shall be given the employees for assignment to work outside the Seattle distribution area, except in an extreme emergency.
- F. In order to coordinate work schedules, personnel temporarily assigned to the Boundary Project shall be paid one-half (½) hour extra pay per day at the straight-time rate as compensation for travel between the work site and the board and lodging facility.

14.4

Union Visitation - The Union Representative party to this Agreement may, after notifying the City official in-Charge, visit the work location of employees covered by this Agreement at any reasonable time during working hours. For purposes of this Section, "City official in-Charge" shall mean the supervisor in-charge of the work area to be visited or, if the work area is located outside of the corporate limits of the City of Seattle, the "City official in-Charge" shall mean the official in-charge of that particular facility (e.g., Skagit Project), or, the official designated by the affected department. The Union representative shall limit his/her activities during such visit to matters relating to this Agreement. Such visits shall not interfere with work functions of the department. City work hours shall not be used by employees and/or the Union representative for the conduct of Union business or the promotion of Union affairs other than hereinbefore stated.

14.5

Union Shop Stewards - The Union party to this Agreement may appoint a shop steward in the various City departments affected by this Agreement. Immediately after appointment of its shop steward(s), the Union must furnish the Seattle Department of Human Resources and the affected Department(s) with a list of those employees who have been designated as shop stewards and their area of responsibility. Failure to provide such a list and/or disagreement over the number and/or area of responsibility of shop stewards between the City and the Union covered by this Agreement shall result in non-recognition by the City of the appointed shop stewards in question. The City must notify the Union within fifteen (15) calendar days of receipt of the Union's list or revised list if it objects to the number and/or area of responsibility of appointed shop stewards. Where there is a disagreement over the number and/or area of responsibility of appointed shop stewards,

said issues shall be discussed between the City and the Union. If the parties cannot mutually resolve their differences, the issues shall be submitted to the Labor-Management Committee for final resolution. The list shall also be updated as needed. Shop stewards shall perform their regular duties as such but shall function as the Union's representative on the job solely to inform the Union of any alleged violations of this Agreement and process grievances relating thereto; provided however, temporary employees may serve as shop stewards to inform the Union of any alleged violations of this Agreement that apply to temporary employees only and may process grievances relating thereto. The shop steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

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

14.6 Safety Standards - All work shall be done in a competent and workman-like manner, and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules which shall be complied with.

14.6.1 The practice of safety as it relates to City employees and equipment shall be paramount and in accordance with Washington Industrial Safety and Health Act (WISHA) standards.

14.6.2 The minutes of safety meetings shall be posted on the department bulletin boards.

14.6.3 No employee shall be required to operate unsafe equipment or work with unsafe material where adequate safeguards are not provided. An employee shall not be disciplined or suffer a loss of wages if any of the conditions described herein actually prevail. Upon determination or suspicion that the equipment or material is unsafe where safeguards are inadequate, the employee shall report such to the supervisor immediately. If the supervisor determines that the equipment or material is safe because the safeguards are adequate and the employee still has a concern, then the departmental Safety Officer shall be called upon to make a final determination.

14.7 Bulletin Boards - The City, upon written request from the Union relative to a specific City department which employs individuals covered by this Agreement, shall provide bulletin board space for the use of the Union.

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

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

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

14.8.1 In construing this Section, it is understood that:

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

14.9

Career Development - The City and the Union agree that employee career growth can be beneficial to both the City and the affected employee. As such, consistent with training needs identified by the City and the financial resources appropriated therefore by the City, the City shall provide educational and training opportunities for employee career growth. Each employee shall be responsible for utilizing those training and educational opportunities made available by the City or other institutions for the self-development effort needed to achieve personal career goals.

14.9.1

The City and the Union shall meet periodically to discuss the utilization and effectiveness of City-sponsored training programs and any changes to same which pertain to employees covered by this Agreement. The City and the Union shall use such meetings as a vehicle to share and to discuss problems and possible solutions to upward mobility of employees covered by this Agreement and to identify training programs available to employees covered by this Agreement.

14.10 Uniforms - The City shall provide and clean uniforms on a reasonable basis whenever employees are required by the City to wear uniforms.

14.11 Footwear Allowance –The City shall pay the amounts in A through E below per Agreement year through December 31, 2018 for each regular full-time employee as partial reimbursement for the cost of purchasing or repairing protective or other specified footwear or other work gear (example: rain-gear, gloves, etc.) when such items are required by the City. Requests for reimbursement of such footwear or gear shall be accompanied by an itemized receipt showing the amount and place of purchase or repair. An employee who does not use the amount in one calendar year may carry over the remaining balance to the next year for use in addition to the amount allocated for that year. This carryover shall extend for the five calendar years of the Agreement, but not into the ensuing year after the expiration of the Agreement. Temporary employees who qualify for the "0521st hour through 1040th hour" level of premium pay or greater as set forth within Section 1.2.2, shall be eligible for receipt of the footwear or gear allowance every other year subject to the conditions set forth herein for receipt of same by regular employees. Gear does not include articles of clothing already being issued.

A. Effective January 1, 2014, one hundred eight dollars (\$108).

B. Effective January 1, 2015, one hundred eight dollars (\$108).

C. Effective January 1, 2016, one hundred twenty eight dollars (\$128).

D. Effective January 1, 2017, one hundred forty eight dollars (\$148).

E. Effective January 1, 2018, one hundred forty eight dollars (\$148).

14.12 Identification Cards - Picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible, but conspicuous place on their person by all such employees. Any such picture identification cards shall identify the employee by first name and last name initial (or at the employee's option, first name initial and last name), employee number, job title, and photograph only. The City shall pay the replacement fee for a card that is lost no more frequently than once in any eighteen (18) month period of time. Otherwise, if the card is lost or mutilated by the employee, there shall be a replacement fee of thirty dollars (\$30) to be borne by the employee. The cost of replacing the card damaged due to normal wear and tear shall be borne by the City and shall not be the responsibility of the employee.

14.13 The City reserves the right to open Article 14.14 for the purpose of negotiating changes to employee parking and fees to address incentives for High Occupancy Vehicle (HOV) parking and disincentives for Single Occupancy

Vehicle (SOV) parking and other matters as may be necessary for an effective commute trip reduction program, as required by the City of Seattle Ordinance and State Law RCW 70.94.521-551.

14.14 Metro Passes - The City shall provide a transit subsidy benefit consistent with SMC 4.20.370.

14.15 On or about May 1st of each calendar year, the City shall provide the Union with a current listing of all employees within the bargaining unit.

14.16 If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involves the driving of vehicles requiring the driver to have a State Commercial Driver's License (CDL), fees charged by the State for acquiring the license shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The City will pay, as a maximum amount, the rates charged by City-identified clinics for the physical exam required to obtain or renew the license on City time. Employees shall be notified of clinics offering the physical exam at this reimbursement rate. If an employee is covered by a City medical plan which includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Group Health or Aetna) or shall seek reimbursement through the medical plan. The City shall make a reasonable effort to make City trucks or equipment available for skill tests.

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

14.16.2 Employees in other job titles or positions not involving the driving of vehicles requiring the CDL who wish to take exam preparation or driver training courses may request approval of the courses and reimbursement of fees in the normal manner in which educational expenses are applied for and approved by Departments; provided however, license fees for these individuals shall not be reimbursed, nor shall the City be obligated to make City trucks or equipment available for skill tests for these individuals. Nothing contained herein shall guarantee that written exams, skill tests or training classes established for the purposes described herein shall be conducted during regular work hours or through adjusted work schedule(s) nor shall such written exams, skill tests or training classes be paid for on an overtime basis.

14.16.3 To obtain or renew a Hazardous Material Endorsement (HME) for positions that currently require a Commercial Drivers License (CDL), employees will be expected to submit to a background check and fingerprinting. The background check and fingerprinting are required to meet Federal regulations. The application will be done on City time and the cost of the

application and fee for such endorsement will be paid by the City if such endorsement is required by the job.

14.17 The City shall provide employees with appropriate training in the safe operation of any equipment prior to its use.

14.18 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.

14.18.1 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.

14.19 The City and the Union encourage the use of the "Early Mediation Project" or other alternative dispute resolution (ADR) processes to resolve non-contractual workplace conflict/disputes. Participation in the project or in an ADR process is entirely voluntary, confidential, and does not impact grievance rights.

14.20 Employees may be afforded sabbatical leave under the terms and conditions of Seattle Municipal Code Chapter 4.33.

14.21 Any non-supervisory employee assigned to train employee's outside of the employee's normal duties (as defined by the class specification) will be given a four percent (4%) (or higher rate, if that has been past practice) premium while so assigned. Such premium will be given for formal training involving group or classroom training of four (4) hours or more, and such training will be assigned by management and involve more than normal on-the-job training. (Examples of such formal training shall include, but not limited to first aid, CPR, or pesticide training.)

14.22 Contracting Out – 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.

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

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

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

- A. No more than two (2) employees per negotiations session shall be authorized under this provision.
- B. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall **not** be applicable to this provision. No more than an aggregate of one hundred (100) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision for bargaining.
- C. If the aggregate of one hundred (100) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.
- D. This provision shall automatically become null and void with the expiration of the predecessor 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.

14.24 Supervisor's Files – Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the

requirements of state law, RCW 49.12.240, RCW 49.12.250, RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.

14.25 Meeting Space – Where allowable and prior arrangements have been made, the City may make available to the Unions, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.

14.26 Testify before Civil Service Commission - Any individual member covered by this Agreement, who is directly involved through individual appeal, in a matter being reviewed by the Civil Service Commission, shall be allowed time during working hours without loss of pay to attend such a meeting if called to testify.

14.27 Pay for Deployed Military

- A. 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.

- B. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted his or her annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

14.28 The Union and the City agree to the following:

- A. A reopener on impacts associated with the Affordable Care Act (ACA);

- B. For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts;
- C. For the duration of this agreement, the City agrees to a reopener to discuss the City's compensation philosophy and methods and processes associated with determining wage adjustments, including the City's interest in total compensation; and,
- D. For the duration of this agreement, the Union agrees to open negotiations to modify Personnel Rule 10.3.3 to include current employees in the City's criminal background check policy

ARTICLE 15 - LABOR-MANAGEMENT COMMITTEES

15.1 It is the intent of the Union to carry out its collective bargaining responsibility as an organization recognized as a collective bargaining representative by the City. To this end, the City agrees to confer with officials of the Union on matters subject to collective bargaining. The Union agrees that all representations made on its behalf by its agents shall have the same force and effect as if made by the Union itself, and that notices or other communications exchanged between the City and the Union or its agents shall have the same force and effect as if made by the Union itself.

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

The management representatives to the Committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Union may appoint a minimum of one (1) labor representative to the Committee.

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

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

15.3.2 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.

ARTICLE 16 - WORK STOPPAGES AND JURISDICTIONAL DISPUTES

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

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

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

16.2 Jurisdictional Disputes - Any jurisdictional dispute which may arise between any two (2) or more labor organizations holding current collective bargaining agreements with the City of Seattle shall be settled in the following manner:

- A. A Union which contends a jurisdictional dispute exists shall file a written statement with the City and other affected Unions describing the substance of the dispute.

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- B. During the thirty (30) day period following the notice described in Section 16.2(1), the Unions along with a representative of the City shall attempt to settle the dispute among themselves, and if unsuccessful shall request the assistance of the Washington State Public Employment Relations Commission.

ARTICLE 17 - RIGHTS OF MANAGEMENT

- 17.1 The right to hire, promote, discharge for just cause, improve efficiency, determine the work schedules and location of Department headquarters are examples of management prerogatives. The City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.
- 17.2 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 employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to a specific job within the bargaining unit, the right to temporarily assign employees to a specific job or position outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.
- 17.3 The Union recognizes the City's right to establish and/or revise performance evaluation system(s). Such system(s) may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees. In establishing new and/or revising existing evaluation system(s), the City shall meet prior to implementation with the Labor-Management Committee to jointly discuss such performance standards.
- 17.4 The City agrees that performance standards shall be reasonable

ARTICLE 18 - SUBORDINATION OF AGREEMENT

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

ARTICLE 19 - ENTIRE AGREEMENT

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

ARTICLE 20 - GRIEVANCE PROCEDURE

- 20.1** Any dispute between the City and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a contract grievance. The following outline of grievance procedures is written for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.
- 20.2** A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the contract grievance procedure and be processed within the time limits set forth herein.
- 20.2.1** Grievances shall be filed at the Step in which there is authority to adjudicate such grievance within twenty (20) business days of the alleged contract violation. (Business days are defined as Monday through Friday excluding recognized City holidays [not to include personal holidays].)
- 20.3** As a means of facilitating settlement of a contract grievance, either party may include an additional member at its expense on its committee. Additionally, either party may amend an initial grievance up to the second Step of the following procedure. If at any Step in the contract grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.
- 20.4** For grievances filed in accordance with Sections 20.2 and/or 20.2.1, failure by an employee or the Union to comply with any time limitation of Steps 2, 3, and 4 of the procedure in this Article shall constitute withdrawal of the grievance; provided however, 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.
- 20.5** Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.
- 20.6** A contract grievance shall be processed in accordance with the following procedure:
- 20.6.1** (**Step 1**) - The contract grievance shall be reduced to written form by the aggrieved employee and/or the Union, stating the section of the agreement allegedly violated and explaining the grievance in detail. The aggrieved employee and/or the Union Representative shall present the written grievance

to the employee's supervisor within twenty (20) business days of the alleged contract violation, with a copy of the grievance submitted to the Union by the aggrieved employee. The immediate supervisor should consult and/or arrange a meeting with his/her supervisor, if necessary to resolve the contract grievance. The parties shall make every effort to settle the contract grievance at this stage promptly. The immediate supervisor shall, in writing, answer the grievance within ten (10) business days after being notified of the grievance, with a copy of the response submitted to the aggrieved employee and the Union.

20.6.2 (Step 2) - If the contract grievance is not resolved as provided in Step 1, or if the contract grievance is initially submitted at Step 2, it shall be reduced to written form, which shall include identification of the Section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The Union representative shall forward the written contract grievance to the Division Head with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

20.6.2.1 With Mediation

- A. At the time the Union submits the grievance to the division head, the Union Representative or the aggrieved employee or the division head 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 representative. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within ten (10) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or his/her designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The 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 the 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 appropriate division head,

and the Union representative shall be so informed by the ADR Coordinator.

- B. 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.
- C. If the grievance is not resolved through mediation, the Division Head shall thereafter convene a meeting within ten (10) business days between the Union representative and aggrieved employee, together with the designated Supervisor, the Section Manager, the Department Labor Relations Officer and any other members of management whose presence is deemed necessary by the City to a fair consideration of the alleged contract grievance. The City Director of Labor Relations or his/her designee may attend such meeting. The Division head shall give a written answer to the Union within ten (10) business days after the contract grievance meeting.

20.6.3 (Step 3) - If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after the Step 2 answer or if the contract grievance is initially submitted at Step 3, within twenty (20) business days, pursuant to Section 20.2.1 to the City Director of Labor Relations with a copy to the appropriate Department Head. The Director of Labor Relations or his/her designee shall investigate the alleged contract grievance and, if deemed appropriate, he/she shall convene a meeting between the appropriate parties. He/she shall thereafter make a confidential recommendation to the affected Department Head who shall, in turn, give the Union an answer in writing ten (10) business days after receipt of the contract grievance or the meeting between the parties.

20.6.3.1 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.

20.6.4 (Step 4) - If the contract grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. It may be referred to the Federal Mediation and Conciliation Service for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration shall be made within twenty (20)

business days after the City's answer or failure to answer in Step 3, and shall be accompanied by the following information:

- A. Identification of Section(s) of Agreement allegedly violated.
- B. Nature of the alleged violation.
- C. Question(s) which the arbitrator is being asked to decide.
- D. Remedy sought.
- E. In lieu of the procedure set forth in Section 20.6.4, Step 4, the City and the Union may mutually agree to select an arbitrator to decide the issue.
- F. Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from the ADR Coordinator that the grievance was not resolved in mediation.

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

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

20.8.1 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 power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

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

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

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

20.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided however, disciplinary action may be processed through the contract grievance procedure; provided further, an employee covered by this Agreement must upon initiating objections relating to disciplinary action use

either the contract grievance procedure contained herein (with the Union processing the grievance) or pertinent Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate his/her objections relating to a disciplinary action through both the grievance procedure and the Civil Service Commission, the grievance shall be considered withdrawn upon first notice that an appeal has been filed before the Civil Service Commission. In grievances relating to discharge, the City shall present its position first before an arbitrator or the Civil Service Commission.

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

- A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the time lines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and
- B. Either party may make an "Offer of Settlement" to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an offer of settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 20.8.3.
- C. The parties may mutually agree to alter, amend or eliminate these procedures by executing a revised Memorandum of Agreement.

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 hereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.

ARTICLE 22– DISCIPLINARY ACTIONS

22.1 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:

- A. verbal warning;
- B. written reprimand;
- C. suspensions;
- D. demotion; or
- E. termination.

22.1.1 Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.

22.2 In cases of suspension or discharge, the specified charges and duration, where applicable, of the action shall be furnished to the employee in writing not later than one (1) working day after the action became or becomes effective. An employee may be suspended for just cause pending demotion or discharge action.

ARTICLE 23 - TERM OF AGREEMENT

23.1 All terms and provisions of this Agreement shall become effective upon signature of both parties unless otherwise specified elsewhere, and shall remain in full force and effect through December 31, 2018. 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, 2018. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

23.2 Notwithstanding the provisions of Section 23.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement shall continue to remain in full force and effect during the course of collective bargaining, until such time as the terms of a new Agreement have been consummated, or unless consistent with RCW 41.56.123 the City serves the Union with ten (10) days' notice of intent to unilaterally implement its last offer and terminate the existing Agreement.

Signed this _____ day of _____, 2016

CITY OF SEATTLE, WASHINGTON
Executed Under Authority of

Ordinance No. _____

IAMAW, District Lodge 160, Local 79

By _____
Dan Morgan
Directing Business Representative
Machinists, District Lodge 160, Local 79

By _____
Edward B. Murray, Mayor

By _____
Melody Coffman
Business Agent
Machinists, District Lodge 160, Local 79

By _____
David Bracilano
Director of Labor Relations

APPENDIX “A” to the AGREEMENT

by and between

THE CITY OF SEATTLE

And

**International Association of Machinists and Aerospace Workers,
District Lodge 160, Local 79**

Effective January 1, 2014 through December 31, 2018

This APPENDIX is supplemental to the AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79, hereinafter referred to as the Union, for the period from January 1, 2014 through December 31, 2018. This APPENDIX shall apply exclusively to those classifications identified and set forth herein. The rates in Appendix A are illustrative of the increases provided in Articles 4.1.1 through 4.1.5 and any discrepancies shall be governed by those Articles.

A.1 Hourly Rates of Pay, Effective January 1, 2014.

CLASSIFICATION	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Hydroelectric Maintenance Machinist	37.42	38.66	39.89	41.55				
Hydroelectric Maintenance Machinist Apprentice	28.25	29.92	31.58	33.24	34.90	36.57	38.23	39.89
Hydroelectric Maintenance Machinist Crew Chief	44.84	46.28	48.21					
Machinist Specialist	27.07	28.24	29.40					
Machinist, Journeyworker In Charge	46.78							
Station Maintenance Machinist Crew Chief	36.87	38.27	39.78					
Station Maintenance Machinist	32.18	33.55						
Station Maintenance Machinist, Senior	34.17	35.64						
Utility Systems Maintenance Technician	27.35	28.39	29.52					
Utility Systems Maintenance Technician, Senior	28.94	30.05	31.24					
Water Meter Repairer	26.38	27.47	28.51					
Water Meter Repairer, Senior	27.33	28.39	29.56					

The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:

Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months

Step 2 – 72% of Hydroelectric Maintenance Machinist of top step pay from 07-12 months

Step 3 – 76% of Hydroelectric Maintenance Machinist of top step pay from 13-18 months

Step 4 – 80% of Hydroelectric Maintenance Machinist of top step pay from 19-24 months

Step 5 – 84% of Hydroelectric Maintenance Machinist of top step pay from 25-30 months

Step 6 – 88% of Hydroelectric Maintenance Machinist of top step pay from 31-36 months

Step 7 – 92% of Hydroelectric Maintenance Machinist of top step pay from 37-42 months

Step 8 – 96% of Hydroelectric Maintenance Machinist of top step pay from 43+ months

A.1.2 Hourly Rates of Pay, Effective December 31, 2014.

CLASSIFICATION	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Hydroelectric Maintenance Machinist	38.17	39.43	40.69	42.38				
Hydroelectric Maintenance Machinist Apprentice	28.82	30.52	32.21	33.90	35.60	37.30	38.99	40.69
Hydroelectric Maintenance Machinist Crew Chief	45.74	47.21	49.17					
Machinist Specialist	27.61	28.80	29.99					
Machinist, Journeyworker In Charge	47.72							
Station Maintenance Machinist Crew Chief	37.61	39.04	40.58					
Station Maintenance Machinist	32.82	34.22						
Station Maintenance Machinist, Senior	34.85	36.35						
Utility Systems Maintenance Technician	27.90	28.96	30.11					
Utility Systems Maintenance Technician, Senior	29.52	30.65	31.86					
Water Meter Repairer	26.91	28.02	29.08					
Water Meter Repairer, Senior	27.88	28.96	30.15					

The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:

- Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months
- Step 2 – 72% of Hydroelectric Maintenance Machinist of top step pay from 07-12 months
- Step 3 – 76% of Hydroelectric Maintenance Machinist of top step pay from 13-18 months
- Step 4 – 80% of Hydroelectric Maintenance Machinist of top step pay from 19-24 months
- Step 5 – 84% of Hydroelectric Maintenance Machinist of top step pay from 25-30 months
- Step 6 – 88% of Hydroelectric Maintenance Machinist of top step pay from 31-36 months
- Step 7 – 92% of Hydroelectric Maintenance Machinist of top step pay from 37-42 months
- Step 8 – 96% of Hydroelectric Maintenance Machinist of top step pay from 43+ months

A.1.3 Hourly Rates of Pay, Effective December 30, 2015.

CLASSIFICATION	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Hydroelectric Maintenance Machinist	38.93	40.22	41.50	43.23				
Hydroelectric Maintenance Machinist Apprentice	29.40	31.13	32.85	34.58	36.31	38.05	39.77	41.50
Hydroelectric Maintenance Machinist Crew Chief	46.65	48.15	50.15					
Machinist Specialist	28.16	29.38	30.59					
Machinist, Journeyworker In Charge	48.67							
Station Maintenance Machinist Crew Chief	38.36	39.82	41.39					
Station Maintenance Machinist	33.48	34.90						
Station Maintenance Machinist, Senior	35.55	37.08						
Utility Systems Maintenance Technician	28.46	29.54	30.71					
Utility Systems Maintenance Technician, Senior	30.11	31.26	32.50					
Water Meter Repairer	27.45	28.58	29.66					
Water Meter Repairer, Senior	28.44	29.54	30.75					

The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:

Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months

Step 2 – 72% of Hydroelectric Maintenance Machinist of top step pay from 07-12 months

Step 3 – 76% of Hydroelectric Maintenance Machinist of top step pay from 13-18 months

Step 4 – 80% of Hydroelectric Maintenance Machinist of top step pay from 19-24 months

Step 5 – 84% of Hydroelectric Maintenance Machinist of top step pay from 25-30 months

Step 6 – 88% of Hydroelectric Maintenance Machinist of top step pay from 31-36 months

Step 7 – 92% of Hydroelectric Maintenance Machinist of top step pay from 37-42 months

Step 8 – 96% of Hydroelectric Maintenance Machinist of top step pay from 43+ months

A.1.4 Hourly Rates of Pay, Effective December 28, 2016.

CLASSIFICATION	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Hydroelectric Maintenance Machinist	39.90	41.23	42.54	44.31				
Hydroelectric Maintenance Machinist Apprentice	30.14	31.91	33.67	35.44	37.22	39.00	40.76	42.54
Hydroelectric Maintenance Machinist Crew Chief	47.82	49.35	51.40					
Machinist Specialist	28.86	30.11	31.35					
Machinist, Journeyworker In Charge	49.89							
Station Maintenance Machinist Crew Chief	39.32	40.82	42.42					
Station Maintenance Machinist	34.32	35.77						
Station Maintenance Machinist, Senior	36.44	38.01						
Utility Systems Maintenance Technician	29.17	30.28	31.48					
Utility Systems Maintenance Technician, Senior	30.86	32.04	33.31					
Water Meter Repairer	28.14	29.29	30.40					
Water Meter Repairer, Senior	29.15	30.28	31.52					

The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:

- Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months
- Step 2 – 72% of Hydroelectric Maintenance Machinist of top step pay from 07-12 months
- Step 3 – 76% of Hydroelectric Maintenance Machinist of top step pay from 13-18 months
- Step 4 – 80% of Hydroelectric Maintenance Machinist of top step pay from 19-24 months
- Step 5 – 84% of Hydroelectric Maintenance Machinist of top step pay from 25-30 months
- Step 6 – 88% of Hydroelectric Maintenance Machinist of top step pay from 31-36 months
- Step 7 – 92% of Hydroelectric Maintenance Machinist of top step pay from 37-42 months

Step 8 – 96% of Hydroelectric Maintenance Machinist of top step pay from 43+ months

A.1.5 Hourly Rates of Pay, Effective December 27, 2017.

CLASSIFICATION	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Hydroelectric Maintenance Machinist	41.00	42.36	43.71	45.53				
Hydroelectric Maintenance Machinist Apprentice	30.97	32.79	34.60	36.41	38.24	40.07	41.88	43.71
Hydroelectric Maintenance Machinist Crew Chief	49.14	50.71	52.81					
Machinist Specialist	29.65	30.94	32.21					
Machinist, Journeyworker In Charge	51.26							
Station Maintenance Machinist Crew Chief	40.40	41.94	43.59					
Station Maintenance Machinist	35.26	36.75						
Station Maintenance Machinist, Senior	37.44	39.06						
Utility Systems Maintenance Technician	29.97	31.11	32.35					
Utility Systems Maintenance Technician, Senior	31.71	32.92	34.23					
Water Meter Repairer	28.91	301.0	31.24					
Water Meter Repairer, Senior	29.95	31.11	32.29					

The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:

- Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months
- Step 2 – 72% of Hydroelectric Maintenance Machinist of top step pay from 07-12 months
- Step 3 – 76% of Hydroelectric Maintenance Machinist of top step pay from 13-18 months
- Step 4 – 80% of Hydroelectric Maintenance Machinist of top step pay from 19-24 months
- Step 5 – 84% of Hydroelectric Maintenance Machinist of top step pay from 25-30 months
- Step 6 – 88% of Hydroelectric Maintenance Machinist of top step pay from 31-36 months
- Step 7 – 92% of Hydroelectric Maintenance Machinist of top step pay from 37-42 months
- Step 8 – 96% of Hydroelectric Maintenance Machinist of top step pay from 43+ months

The Hydroelectric Maintenance Machinist Crew Chief salary reflects 116% of the Hydroelectric Maintenance Machinist salary.

- A.1.6 Assignment of the appropriate Hourly Rates of Pay (pay steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.
- A.2 Any employee assigned as Machinist Helper shall receive Machinist Specialist pay while so assigned to the nearest one (1) hour of time.
- A.3 Accommodations shall be provided to an employee who is assigned to work out of town.
- A.4 City Light Out-of-Town Rules: When an employee, crews or any part of a crew or crews, regularly assigned to an area (Seattle, Skagit, Boundary) is or are to be shifted to any location outside their regularly assigned area (Seattle, Skagit or Boundary) to perform a specific job, the following conditions shall prevail:
 - A.4.1 Adequate board and lodging shall be furnished by the Department.
 - A.4.2 Time consumed in traveling to and from the regularly assigned area and the work location shall be considered part of the workday. Any time consumed in this travel outside of regular working hours shall be at the overtime rate of pay.
 - A.4.3 The normal work schedule shall be Monday through Friday. Hours of work shall be 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. Other work schedules and hours may be established if necessary in order to coordinate with other forces. When the City transfers an employee from one regular shift to another and the employee is not offered at least eight (8) consecutive hours' off-duty between the end of his/her previous shift and the beginning of his/her next regular shift, the employee shall be paid at the overtime rate for each hour worked during said eight (8) hour period; provided, however, said employee shall be paid at the straight-time rate of pay for each hour worked during the remainder of the ensuing shift which commences eight (8) hours from the end of the previous shift.
 - A.4.4 An employee regularly assigned to the Seattle distribution area, Skagit or Boundary projects shall not be assigned to work at any headquarters outside that area or their project for more than thirty (30) working days out of any ninety (90) working days. An employee who is assigned in excess of this amount shall be compensated at the rate of one hour of additional pay for each day worked in excess of the stated thirty (30) working days. The ninety (90) working day period shall be a sliding scale and the method of

computation shall always be the preceding ninety (90) working days from the present date.

A.4.5 At least three (3) working days' notice shall be given to employees for assignment to work outside their area, except in an extreme emergency.

A.4.6 Employees temporarily assigned to, or within, the Skagit Project, except those regularly assigned to Ross Powerhouse, shall adhere to the established Skagit work hours and shall be paid forty-five (45) minutes per day at their straight-time rate of pay for travel time between work location and the lodging facility or normally assigned work station, or at management's discretion, employees may travel in Department vehicles, or vessels on Department time.

A.4.7 In the City Light Department, when four (4) or more employees, two (2) of whom are classified as Machinist, Hydroelectric Maintenance are working on one (1) specific job outside of the distribution area, either in or outside of a Powerhouse, during the overhaul of hydroelectric generators and turbines, one Machinist, Hydroelectric Maintenance shall be assigned "In-Charge" by the City and shall be compensated at a rate of Machinist Journeyworker In-Charge while acting in this capacity. This is to be effective only when the Crew Chief or Generation Supervisor is absent from that specific job site for more than two (2) consecutive hours. This title and rate of pay may be assigned under "other" conditions as determined by management. During this assignment, the Hydroelectric Maintenance Machinist designated as Machinist Journeyworker In-Charge will continue to be a working member of the crew. This understanding shall not affect the working conditions of the Hydroelectric Maintenance Machinist Crew Chief assigned to the Seattle Shops.

A.5 Employees whose titles appear in this Appendix and who are employed in the City Light Department shall be furnished coveralls, shop aprons and/or bib overalls.

A.6 Whenever employees classified as Machinist, Specialist, or Machinist, Hydroelectric Maintenance are assigned to operate the overhead bridge crane in any of the City Light powerhouses, they shall be compensated at the top-pay step of the Machinist, Hydroelectric Maintenance classification while so assigned.

A.7 For employees covered by this Appendix who must provide their own tools as a condition of employment, the City shall reimburse such employees for the loss of required hand tools and tool chests due to fire, theft or loss not due to negligence from the City's premises, less twenty-five dollars (\$25.00) on each loss. Claims shall be honored only for tools which have been listed on an

appropriate inventory form and filed with the City. Employees shall notify management whenever they remove their tools from the City's premises.

A.8 Fleets and Facilities: Effective December 01, 1999, employees classified and working full-time as Station Maintenance Machinist (including Senior) who have completed their probationary period and have been employed by the City in one of the afore-referenced titles for the entire preceding year, shall be paid a tool allowance in the amount of two hundred and fifty dollars (\$250.00). A like payment shall be made on the first pay date following a full-pay period in December during each year of this Agreement under the same conditions as hereinbefore outlined.

A.9 Meal Allowances: Employees working at the Skagit and Boundary facilities are eligible for overtime meal allowances as provided in Article 5, Section 5.4. The allowance rate will change as the Runzheimer rate is changed and published by the City of Seattle Department of Finance.

A.10 Shift Premium Pay: An employee working within classifications in the bargaining unit identified in Appendix A of this Agreement who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift shall be paid the following shift premium pay for all scheduled hours worked during such shift:

<u>Swing Shift</u>	<u>Graveyard Shift</u>
\$0.70 per hour	\$0.80 per hour

A.10.1 Effective December 30, 2015, an employee working within classifications in the bargaining unit identified in Appendix A of this Agreement who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift shall be paid the following shift premium pay for all scheduled hours worked during such shift:

<u>Swing Shift</u>	<u>Graveyard Shift</u>
\$0.80 per hour	\$0.90 per hour

A.10.2 The shift premiums 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 and other forms of paid time off. Employees who work one of the shifts for which a premium is paid, and who are required to work overtime, shall not have the shift premium included as part of the base hourly rate for purposes of computing the contractual overtime rate. Shift differential shall be paid only outside of the established day shift work schedule.

A.11 If new travel arrangements involving the concept of base location are adopted into the IBEW, Local 77 - City Light Agreement as a result of Labor-Management discussions in 1999 or later, then the Union agrees to enter into

similar Labor-Management discussions with the City and City Light for the purpose of conforming to those changes and amending this Appendix.

A.12

Employees covered by this Appendix who are required to do temporary work at a location outside of the area surrounding their normal headquarters, and at a distance too far for commuting, shall receive adequate board and lodging while so assigned. Said employees, when so assigned, shall receive an additional one (1) hour of compensation at the straight-time rate of pay for each night of required absence from their regular place of employment, provided such additional compensation shall not be paid to any employee whose assigned duties regularly include travel to and performance of work at locations other than his/her regular place of employment without specific assignment by a supervisor.

A G R E E M E N T

by and between

THE CITY OF SEATTLE

and

**International Association of Machinists and Aerospace Workers,
District Lodge 160, Local 289**

Effective January 1, 2014, through December 31, 2018

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ARTICLE 1 - RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT

1.1 The City recognizes the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289 (hereinafter referred to as the Union) as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington for employees employed within the bargaining unit defined in Appendix "A" of this Agreement. For purposes of this Agreement and the bargaining unit described herein, the following definitions shall apply:

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

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

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

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

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

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

- A. An interim assignment(s) of up to one (1) year to a vacant regular position to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or
- B. An interim assignment for short-term replacement of a regular employee of up to one (1) year when the incumbent is temporarily absent; or
- C. A short-term assignment of up to one (1) 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

- D. A less than half-time assignment for seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year, but may be extended up to one thousand three hundred (1300) hours once every three years and may also be extended while the assignment is in the process of being converted to a regular position; or
- E. A term-limited assignment for a period of more than one (1) but less than three (3) years for time-limited work related to a specific project, grant or other non-routine substantial body of work, or for the replacement of a regularly appointed employee when that employee is absent on long-term disability time loss, medical or military leave of absence.

1.1.7 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.

1.1.7.1 Interim and short term assignments after one thousand forty (1,040) regular straight time hours for the remainder of the assignment unless the Seattle Human Resources Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker.

1.1.7.2 Term-limited assignments starting with the first day and for the duration of the assignment.

1.1.7.3 Any assignment that the appointing authority has proposed be converted to regular position authority regardless of the number of hours worked.

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

1.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.2; 1.2.1; 1.2.2; 1.2.2.1; 1.2.2.2; 1.2.3; 1.2.3.1; 1.2.4; 1.2.5; 1.2.6; 1.2.7; 1.2.8; 1.2.9; 1.2.10; 3.1.1; 5.1.1; 5.1.2; 5.1.3; 5.2; 5.4.2; 5.6; 11.3.2 (2); 14.5; 14.5.1; 14.6.3; 14.10; 14.11; 14.12; 14.13; 14.18; and Article 20, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. 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 Article 20.

1.2.1 Temporary employees who are not in benefits-eligible assignments shall be paid for all hours worked at the first Pay Step of the hourly rates of pay set forth within Appendix A. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Article 4.2.1, 4.2.4 and 4.2.5.

1.2.2 Premiums Applicable Only To City Of Seattle Temporary Employees who are not in benefits-eligible assignments - Each temporary employee shall receive premium pay as hereinafter set forth based upon the corresponding number of cumulative non-overtime hours worked by the temporary employee unless the employee is in a benefits eligible assignment:

- A. 0001st hour through 0520th hour 5% premium pay
- B. 0521st hour through 1,040th hour 10% premium pay
- C. 1,041st hour through 2,080th hour 15% premium pay (If an employee worked 800 hours or more in the previous twelve [12] months, they shall receive twenty percent [20%] premium pay.)
- D. 2,081st hour + 20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty-five percent [25%] premium pay.)
- E. The appropriate percentage premium payment shall be applied to all gross earnings.

1.2.2.1 Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service as set forth within Section 1.2.8. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

1.2.2.2 The premium pay in Section 1.2.2 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.

1.2.3 Medical, Dental and Vision Coverage to Temporary Employees who are not in Benefits-Eligible Positions - Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, he/she may within ninety (90) calendar days thereafter elect to participate in the City's medical and dental insurance programs by agreeing to

pay the required monthly premium. To participate, the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the requirements stated in this Section, a temporary employee shall also be allowed to elect this option during any subsequent open enrollment period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical and dental coverage and shall not be able to participate again while employed by the City as temporary. If a temporary employee's hours of work are insufficient for his/her pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

1.2.3.1 Cumulative sick leave computed at the rate of 0.33 hours for all hours worked and with all benefits and conditions required by Ordinance 123698 shall be granted to all temporary employees not eligible for fringe benefits pursuant to SMC 4.20.055 (C), except that "work study" employees as defined by the administrative rules promulgated by the Seattle Office of Civil Rights shall not be eligible for the sick leave benefit.

1.2.4 Holiday Work for Non-benefits Eligible-Temporary Employees - A temporary employee who works on any of the specific calendar days designated by the City as paid holidays shall be paid at the rate of one and one-half (1½) times his/her regular straight-time hourly rate of pay for hours worked during his/her scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1½) times the employee's regular straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.

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

A. To qualify for a holiday pay, the employee must be on active pay status the normally scheduled workday before or after the holiday as provided by Section 6.2

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

1.2.6 Premium pay set forth within Section 1.2.2 shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave, holiday pay, funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 1.2.2.2, 1.2.3, and 1.2.4.

1.2.7 The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide all fringe benefits covered by the premium pay set forth within Section 1.2.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 1.2.2 shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Section 1.2.2 shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four point eight one percent (4.81%)

which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 1.2.2 where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

- 1.2.8 A temporary employee who is assigned to a benefits eligible assignment will receive fringe benefits in-lieu-of premium pay until the assignment is converted or terminated.
- 1.2.9 The premium pay provisions set forth within Section 1.2.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (twelve [12] months or twenty-six [26] pay periods), it shall be presumed that the employee's break in service was voluntary.
- 1.2.10 The City may work temporary employees beyond one thousand forty (1,040) regular hours within any twelve (12) month period; provided however, the City shall not use temporary employees to supplant regular positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 1.2.2, or solely to avoid considering creation of regular positions.
- 1.2.10.1 In the event that an interim assignment of a temporary employee to a vacant regular position accrues more than one thousand five hundred (1500) hours or accumulates hours in eighteen (18) or more consecutive pay periods, the City shall notify the union that a labor-management meeting shall take place within two (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.
- 1.2.11 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position without a voluntary break in service greater than thirty (30) days shall have his/her time worked counted for purposes of salary step placement (where appropriate). In addition, a temporary employee who is in a term-limited assignment shall receive service credit for layoff purposes if the employee is immediately hired (within thirty (30) business days without a break in service) into the same job title and position after the term is completed.

- 1.2.12 Temporary employees covered by this Agreement who have worked for the City for one thousand forty (1,040) hours, without a break in service are eligible to apply for all positions advertised internally.
- 1.2.13 A temporary employee who has worked one thousand forty (1,040) straight-time hours and is receiving benefits from the City may by mutual agreement be allowed to accrue compensatory time if the work unit in which the temporary employee is assigned has a practice/policy of accruing compensatory time. Scheduling compensatory time shall be by mutual agreement with the supervisor. If the temporary employee does not use his or her accrued compensatory time prior to the termination of the benefits eligible assignment, the compensatory time will be cashed out upon termination of the assignment.
- 1.2.14 A temporary employee who receives fringe benefits in-lieu-of premium pay may be eligible for the sick leave transfer program.
- 1.2.15 On an annual basis, the City will provide the Union with a copy of the Temporary Employee Utilization Report.
- 1.3 The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upwardly into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the City shall discuss the program(s) with the Union and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.
- 1.4 As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City which is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and or employment programs, vocational rehabilitation programs, work-study and student-intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work-Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.
- 1.4.1 The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the effective date of

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

- 1.5 An employee who is worked out of classification or who is promoted on an interim basis from a classification falling under one bargaining unit to another bargaining unit shall remain under the jurisdiction of the initial bargaining unit until such time as his/her promotion becomes permanent.

ARTICLE 2 - NON-DISCRIMINATION

2.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, gender identity, veteran status, political ideology, ancestry or the presence of any sensory, mental or physical handicap unless based on a bona fide occupational qualification reasonably necessary to the operations of the City.

2.1.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

ARTICLE 3 - UNION MEMBERSHIP AND DUES

- 3.1** It shall be a condition of employment that each employee covered by this Agreement who voluntarily is or who voluntarily becomes a member of the Union shall remain a member of same during the term of this Agreement. It shall also be a condition of employment that each employee hired prior to January 1, 1972, currently covered by this Agreement, who is not a member of the Union, shall on or before the thirtieth (30th) day following said date either join the Union or pay an amount equivalent to the regular monthly dues of the Union to the Union. Any employee hired or appointed to a position into a bargaining unit covered by this Agreement on or after January 1, 1972, shall on or before the thirtieth (30th) day following the beginning of such employment join the Union. Failure by any such employee to apply for and/or maintain such membership in accordance with this provision shall constitute cause for discharge of such employee; provided however, the requirements to apply for Union membership and/or maintain union membership shall be satisfied by the employee's payment of the regular initiation fee or regular reinitiation fee and the regular dues uniformly required by the Union of its members.
- 3.1.1** A temporary employee may, in lieu of the Union membership requirements set forth within Section 3.1, pay a Union service fee in an amount equivalent to one and one-half percent (1½%) 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.
- 3.1.2** Employees who are determined by the Public Employment Relations Commission to satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.
- 3.2** Failure by an employee to abide by the afore-referenced provisions of this Article shall constitute cause for discharge of such employee; provided however, it shall be the responsibility of the Union to notify the City in writing when it is seeking discharge of an employee for non-compliance with Sections 3.1 or 3.1.1 or 3.1.2 of this Article. When an employee fails to fulfill the union security obligations set forth within this Article, the Union shall forward a "Request for Discharge Letter" to the affected Department Head (with copies to the affected employee and the City Director of Labor Relations). Accompanying the Discharge Letter shall be a copy of the letter

to the employee from the Union explaining the employee's obligation under Article 3, Sections 3.1 or 3.1.1 or 3.1.2.

3.2.1 The contents of the "Request for Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Sections 3.1 or 3.1.1 or 3.1.2 of Article 3, but provide the employee and the City with thirty (30) calendar days' written notification of the Union's intent to initiate discharge action, during which time the employee may make restitution in the amount which is overdue. Upon receipt of the Union's request, the affected Department Head or designee, shall give notice in writing to the employee, with a copy to the Union and the City Director of Labor Relations that the employee faces discharge upon the request of the Union at the end of the thirty (30) calendar day period noted in the Union's "Request for Discharge Letter" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the affected department any information relevant to why the Department should not act upon the Union's written request for the employee's discharge.

3.2.2 In the event the employee has not yet fulfilled the obligation set forth within Sections 3.1 or 3.1.1 or 3.1.2 of this Article within the thirty (30) calendar day period noted in the Request For Discharge Letter, the Union shall thereafter reaffirm in writing to the affected Department Head, with copies to the affected employee and the Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Union rescinds its request of the discharge the City shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the union security obligation within the thirty (30) calendar day period, the Union shall so notify the affected Department Head in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Union has reaffirmed its request for discharge, the affected Department Head shall notify the Union in writing, with a copy to the City Director of Labor Relations and the affected employee, that the Department effectuated the discharge and the specific date such discharge was effectuated, or that the Department has not discharged the employee, setting forth the reasons why it has not done so.

3.3 The City agrees to notify a shop steward of new employees via email, but only to the most recent steward listed by the union and provided to the Department. The Union must update these steward lists on a continual basis. Should the steward last listed not be the most recent the City will not be held liable for such inappropriate notification.

The City shall deduct from the pay check of each employee who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union or the alternative biweekly Union service

fees required of temporary employees per Section 3.1.1. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The Union shall indemnify and save harmless the City against any and all liability arising out of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request.

ARTICLE 4 - CLASSIFICATIONS AND RATES OF PAY

- 4.1** The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth within Appendix "A" which is attached hereto and made a part of this Agreement.
- 4.1.1** Effective January 1, 2014, the base wage rates as displayed in Appendix A.1 of this Agreement, reflect a one and eight tenths percent (1.8%) increase from the previous year's wages.
- 4.1.2** Effective December 31, 2014, the base wage rates as displayed in Appendix A.1.2 of this Agreement, reflect a two percent (2.0%) increase of the wage rates referenced in 4.1.1 above..
- 4.1.3** Effective December 30, 2015, the base wage rates as displayed in Appendix A.1.3 of this Agreement, reflect a two percent (2.0%) increase of the wage rates referenced in 4.1.2 above.
- 4.1.4** Effective December 28, 2016, the base wage rates as displayed in Appendix A.1.4 of this Agreement, reflect a two and five tenths percent (2.5%) percent increase of the wage rates referenced in 4.1.3 above.
- 4.1.5** Effective December 27, 2017, the base wage rates as displayed in Appendix A.1.5 of this Agreement, reflect a two and seventy-five tenths percent (2.75%) increase of the wage rates referenced in 4.1.4 above.
- 4.1.6** The base wage rates referenced above shall be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein.
- 4.2** An employee, upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the position as set forth within Appendix A attached hereto.
- 4.2.1** An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment, except as otherwise provided for in Section 1.2.10 and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment shall not exceed the top step of the higher

salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, he/she will receive one-step increment in the higher-paid title; provided that he/she has not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class, that were properly paid per Article 5.9 of this Agreement, shall apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

- 4.2.2 Those employees who have been given step increases for periodic "work outside of classification" prior to the effective date of this Agreement shall continue at that step but shall not be given credit for future step increases, except as provided for in Section 4.2.1.
- 4.2.3 For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of actual service from the appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the salary range established for the class.
- 4.2.4 In determining actual service for advancement in salary step, absence due to sickness or injury for which the employee does not receive compensation may at the discretion of the City be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the City, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this Section, time lost by reason of disability for which an employee is compensated by Industrial Insurance or Charter disability provisions shall not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.
- 4.2.5 Any increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.
- 4.2.6 Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 4.2.1.
- 4.2.7 Promotions - Effective upon the signature date of this Agreement, an employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent

step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; provided, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed". However, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

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

- A. If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee shall receive the maximum salary of the lower range.
- B. If the rate of pay received in the higher class is within the salary range for the lower class, the employee shall receive that salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class; provided however, the employee shall receive not less than the minimum salary of the lower range.

4.2.9 An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary rate of the lower range which is nearest to the salary rate to which he/she was entitled in his/her former position without reduction; provided however, such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of City service and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary range, such employee shall receive the salary he/she was receiving prior to such second reduction as an "incumbent" for so long as he/she remains in such position or until the regular salary for the lower class exceeds the "incumbent" rate of pay.

4.2.10 When a position is reclassified by ordinance to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate which shall be determined in the same manner as for a promotion; provided however, if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, he/she shall continue to receive such higher salary as an "incumbent" for so long as

he/she remains in position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

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

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

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 **Hours of Work** - Eight (8) hours within nine (9) consecutive hours shall constitute a normal workday. There shall be no split work shifts. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days' off, except for relief shift assignments, four (4) day/ten-(10) hour work schedules and other special schedules.

5.1.1 **Meal Period** - Employees shall receive a meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift or when he/she is called in to work on his/her regular day off. The meal period shall be no less than one-half (½) hour nor more than one (1) hour in duration and shall be without compensation. Should an employee be required to work in excess of five (5) continuous hours from the commencement of his/her regular shift without being provided a meal period, the employee shall be compensated two (2) times the employee's straight-time hourly rate of pay for the time worked during his/her normal meal period and be afforded a meal period at the first available opportunity during working hours without compensation.

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

5.1.3 Where work conditions require continuous manning throughout a work shift for thirty (30) consecutive days or more the City may, in lieu of the meal period and rest periods set forth within Sections 5.1.1 and 5.1.2, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.

5.2 **Overtime** - All time worked in excess of eight (8) hours in any one (1) shift shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.1 All time worked before an employee's regularly scheduled starting time shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.2 All time worked on an employee's regularly scheduled days off shall be paid for at the rate of two (2) times the straight-time rate of pay.

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

5.2.4 A "work week" for purposes of determining whether an employee exceeds forty (40) hours in a work week shall be a seven (7) consecutive day period of time beginning on Wednesday and ending on Tuesday except when expressly designated to begin and end on different days and times from the normal Wednesday through Tuesday work week.

5.2.5 All overtime work shall be offered to qualified regular employees in the classification before any temporary employees are asked to work overtime.

5.2.6 Management shall have the right to assign employees to Mandatory Overtime. When such assignment takes place it first shall be done on a voluntary basis within each shop for all shifts that work.

5.2.7 Provided there are not sufficient volunteers, Management may require employees to work overtime in reverse seniority based upon requisite skills necessary to perform the work within the shop.

5.2.8.1 In the case of Emergencies the above voluntary process piece will not apply.

5.3 Call Back - Employees who are called back to work after completing their regular shift shall be paid a minimum of four (4) hours straight-time pay for all time worked up to two (2) hours. Any time worked in excess of two (2) hours shall be paid for at double the straight-time rate of pay for actual hours worked.

Example: Zero (0) minutes to two (2) hours = four (4) hours' straight-time pay. Two and one-half (2½) hours = five (5) hours straight-time pay. Four (4) hours = eight (8) hours straight-time pay.

5.3.1 Definition of a Call Back - A Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of his/her regular work shift and is required to report back to work prior to the start of his/her next regularly scheduled work shift. An employee who is called back to report to work before the commencement of his/her regular work shift shall be compensated in accordance with the Call Back provisions of his/her Labor Agreement; provided however, in the event he/she is called back to report to work within two (2) hours from the starting time of his/her next regularly scheduled work shift, he/she shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of his/her next regularly scheduled work shift and the Call-Back provision shall not apply.

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

reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from his place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "reasonable cost" of such meal in accordance with Seattle Municipal Code (SMC) 4.20.325. An employee is not eligible for meal reimbursement if the City provides the employee a meal. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment indicating the time of the meal no later than forty-eight (48) hours from the beginning of his/her next regular shift; otherwise, the employee shall be paid a minimum of six dollars (\$6) in lieu of reimbursement for the meal.

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

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

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

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

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

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

5.4.3 When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to his/her normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 5.4, 5.4.1 and 5.4.2; provided however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a minimum of six dollars (\$6) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation

5.4.4 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.

5.5 When management deems it necessary, work schedules may be established other than Monday through Friday; provided however, that where workweeks other than the basic departmental workweek schedules in force on the

effective date of this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union at least forty-eight (48) hours in advance and, upon request, such change(s) shall be discussed with the Union. At least forty-eight (48) hours advance notification shall be afforded the Union and the affected employees when shift changes are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first shift worked under the new schedule.

5.6 Implementation of a four (4) day, forty (40) hour or other alternative work schedule shall be subject to terms and conditions established by each department. The appointing authority may terminate alternative work schedules when the schedule ceases to meet the business needs of the employing unit. In administering the four (4) day, forty (40) hour work schedule or other alternative work schedule, overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week. It will be clearly established whether an alternative work schedule is applicable for a temporary employee.

5.6.1 For employees who work a four (4) day, forty (40) hour work week or other alternative work schedule, the following shall apply:

If a holiday is observed on a Saturday or on a Friday that is the normal day off, the holiday will be taken on the last normal workday. If a holiday is observed on a Monday that is the normal day off or on a Sunday, the holiday will be taken on the next normal workday. This schedule will be followed unless the employee and his/her supervisor determine that some other day will be taken off for the holiday; provided, however, that in such case the holiday time must be used no later than the end of the following pay period. If the holiday falls on a Tuesday, Wednesday, or Thursday that is the employee's normal scheduled day off, the holiday must be scheduled off no later than the end of the following pay period

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

5.8 Standby Duty - Whenever an employee is placed on Standby Duty by the City, the employee shall be available at a predetermined location to respond to emergency calls and when necessary, report as directed by departmental policy. Employees who are placed on Standby Duty by the City shall be paid at a rate of ten percent (10%) of the employee's straight-time hourly rate of pay. When an employee is required to return to work while on Standby Duty the Standby Duty pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 5.3. An

employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.

5.9 Work Outside of Classification - Effective January 1, 2014, work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position. When the duties of the higher-paid position are clearly outside the scope of an employee's regular classification for a period of three consecutive (3) hours or longer in any one (1) work week, he/she shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for a promotion. Proper authority shall be a supervisor and/or Crew Chief, who has been designated the authority by a manager or director directly above the position which is being filled out of class, and who has budget management authority of the work unit. The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class, and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. (If an employee is mistakenly assigned out-of-class who does not meet the above qualifications, the City will stop the practice immediately once discovered and will see that the out-of-class is paid for work already performed.) The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any one position. The six (6) month period may be exceeded under the following circumstances: 1) when a hiring freeze exists and vacancies cannot be filled; 2) extended industrial or off-the-job injury or disability; 3) when a position is scheduled for abrogation; or 4) a position is encumbered (an assignment in lieu of a layoff). When such circumstances require that an out-of-class assignment be extended beyond six (6) months for any one position, the City shall notify the union which represents the employee who is so assigned and/or the body of work which is being performed on an out-of-class basis. After nine (9) months, the union which represents the body of work being performed out of class must concur with any additional extension of the assignment. The union that represents the body of work will consider all requests on a good faith basis.

5.9.1 The practice of no out-of-class pay for paid leave will continue except that any sick leave taken in lieu of working a scheduled out-of-class assignment must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment or in the event of a regular appointment to the out-of-class title within 12 months of the out-of-class assignment.

5.9.2 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. When employees voluntarily apply

for and voluntarily accept a position in a lower-level classification, they shall receive the salary rate for the lower class, which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. For such temporary period, the employee shall continue to pay dues to the union of the higher class. The overtime provisions applicable are those of the contract covering the bargaining unit position of the work being performed on an overtime basis. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as his/her primary class, across union jurisdictional lines, with no change to his or her regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement and payment for absences do not apply in these instances.

- 5.9.3 An employee who is temporarily unable to perform the regular duties of his/her classification due to an off-the-job injury or illness may opt to perform work within a lower-paying classification dependent upon the availability of such work and subject to the approval of the City. The involved employee shall receive the salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class.
- 5.9.4 The City shall make a reasonable effort to accommodate employees who have an off-the-job injury or illness with light-duty work if such work is available.
- 5.9.5 Out-of-class work shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties which would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of his or her own classification, if the employee is not formally assigned to perform the duties on an out-of-class basis.
- 5.9.5.1 No employee may assume the duties of the higher-paid position without being formally assigned to do so except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to his or her department director for retroactive payment of out-of-class pay. The decision of the department director as to whether the duties were performed and whether performance thereof was appropriate shall be final.

ARTICLE 6 - HOLIDAYS

6.1 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
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th
Two Personal Holidays (for employees with 0-9 years of service)	
Four Personal Holidays (for employees that have at least 18,720 regular hours of service)	

6.1.1 Whenever any paid holiday falls upon a Sunday, the following Monday shall be recognized as the paid holiday. Whenever any paid holiday falls upon a Saturday, the preceding Friday shall be recognized as the paid holiday; provided however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 6.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 6.4 shall be made only once per affected employee for any one holiday.

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

6.2 To qualify for holiday pay, City employees shall have been on pay status their normal workday before or their normal workday following the holiday; provided however, employees returning from non-pay leave who start work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

6.3 A Personal Holiday shall be used during the calendar year as a regular holiday. Use of the Personal Holiday shall be requested in writing. When the Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have

the option of rescheduling the day or receiving holiday premium pay pursuant to Section 6.4 for all time worked on the originally scheduled Personal Holiday.

6.4 An employee who has been given at least forty-eight (48) hours advance notification and who is required to work on a holiday shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive one and one-half ($1\frac{1}{2}$) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive one and one-half ($1\frac{1}{2}$) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

6.5 In the event an employee is required to work without having been given at least a forty-eight (48) hours advance notification on a holiday he/she normally would have off with pay, said employee shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive two (2) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive two (2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

ARTICLE 7 - ANNUAL VACATION

7.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 7.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

7.2 Regular pay status is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time and sick leave. At the discretion of the City, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation. Time lost by reasons of disability for which an employee is compensated by Industrial Insurance or Charter Disability provisions shall not be considered absence. An employee who returns after layoff shall be given credit for such prior service.

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

<u>COLUMN NO. 1</u> <u>ACCRUAL RATE</u>		<u>COLUMN NO. 2</u> <u>EQUIVALENT ANNUAL</u> <u>VACATION</u> <u>FOR FULL-TIME EMPLOYEE</u>			<u>COLUMN NO. 3</u> <u>MAXIMUM</u> <u>VACATION</u> <u>BALANCE</u>
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

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

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

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

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

7.7 "Service year" is defined as the period of time between an employee's date of hire and the one year anniversary date of the employee's date of hire or the period of time between any two (2) consecutive anniversaries of the employee's date of hire thereafter.

7.8 The minimum vacation allowance to be taken by an employee shall be one-half (½) of a day, or at the discretion of the Department Head, such lesser amount as may be approved by the Department Head.

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

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

7.11 Where an employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

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

ARTICLE 8 - SICK LEAVE, FUNERAL LEAVE AND EMERGENCY LEAVE

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

- A. Illness or injury which prevents the employee from performing his/her regular duties.
- B. Disability of the employee due to pregnancy and/or childbirth.
- C. Medical or dental appointments for the employee.
- D. Care of family members as required of the City by State law and/or as defined and provided for by City of Seattle ordinance, which may be repealed in whole or in part by an initiative, in which case the parties shall renegotiate this provision in accordance with the terms of Article 21.
- E. Employee absence from a worksite that has been closed by order of a public official to limit exposure to an infectious agent, biological toxin, or hazardous material.
- F. Employee absence from work to care for a child whose school or place of care has been closed by order of a public official to limit exposure to an infectious agent, biological toxin, or hazardous material.
- G. Eligible reasons related to domestic violence, sexual assault, or stalking as set out in RCW 49.76.030

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

8.1.2 Unlimited sick leave credit may be accumulated.

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

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

8.1.4 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.

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

8.1.6 Compensation for the first four (4) consecutive workdays of absence shall be paid upon approval of the Seattle Human Resources Director or his/her designee. In order to receive compensation for such absence, employees make themselves available for such reasonable investigation, medical or otherwise, as the Seattle Human Resources Director or his/her designee may deem appropriate.

8.1.6.1 Compensation for such absences beyond four (4) consecutive workdays shall be paid only after approval of the Seattle Human Resources Director or his/her designee of a request from the employee supported by a report of the employee's physician. The employee shall provide himself/herself with such medical treatment or take such other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.

8.1.6.2 Upon request by the employing unit, an employee shall provide documentation verifying cancellation of his or her child's school, day care, or other childcare service or program for sick leave use greater than four days for reasons authorized in Article 8.1.F of this Agreement.

8.1.6.3 An employing authority may also require that a request for paid sick leave to cover absences greater than four days for reasons set forth under Article 8.1.G of this Agreement be supported by verification that the employee or employee's family member is a victim of domestic violence, sexual assault, or stalking, and that the leave taken was for a reason eligible as set out in RCW 49.76.030. An employee may satisfy such request by providing documentation as set out in RCW 49.76.040(4).

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

- A. Suspended or on leave without pay and when laid off or on other non-pay status.
- B. Off work on a holiday.
- C. An employee works during his free time for an Employer other than the City of Seattle and his/her illness or disability arises therefrom.

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

8.1.8.1 Prompt Notification - The employee shall promptly notify the immediate supervisor, by telephone or otherwise, on the first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor. For those absences of more than one day, notification on his/her first day off with an expected date of return shall suffice. The employee shall advise the supervisor of any change in expected date of return. If an employee is on a special work schedule, particularly where a relief replacement is necessary when the employee is absent, the employee shall notify the immediate supervisor as far as possible in advance of the scheduled time to report for work.

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

8.1.8.3 Claims To Be In Hours - Sick leave shall be claimed in 15 minute increments to the nearest full 15 minute increment, a fraction of less than 8 minutes being disregarded. Separate portions of absence interrupted by a return to work shall be claimed on separate application forms.

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

8.1.8.5 Rate of Pay for Sick Leave Used - An employee who uses paid sick leave shall be compensated at the rate of pay he or she would have earned had he or she worked as scheduled, with the exception of overtime (See Article 8.1.8.6). For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for those hours missed due to sick leave. (See also Articles 5.8 and 5.91 for sick leave use and rate of pay for out-of-class assignments and standby duties.)

8.1.8.6 Rate of Pay for Sick Leave Used to Cover Missed Overtime - An employee may use paid leave for scheduled mandatory overtime shifts missed due to eligible sick leave reasons. Payment for the missed shifts shall be at the straight-time rate of pay the employee would have earned had he or she worked. An employee may not use paid sick leave for missed voluntary overtime shifts, which is scheduled work that the employee elected or agreed to add to his or her schedule.

8.1.8.7 Sick Leave Transfer Program - Employees shall be afforded the option to transfer and/or receive sick leave in accordance with the terms and conditions of the City's Sick Leave Transfer Program as established and set forth by City Ordinance. All benefits and/or rights existing under such program may be amended and/or terminated at any time as may be determined appropriate by the City. All terms, conditions and/or benefits of such program shall not be subject to the grievance procedure.

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

8.2.1 Bereavement/funeral leave may be allowed for bereavement purposes and/or attendance at the funeral of any other relative as allowed by Seattle Municipal Code (SMC) 4.28.020. Such relatives shall be determined as close relatives or relatives other than close relatives pursuant to the terms of SMC 4.28.020 for purposes of determining the extent of Bereavement/Funeral leave or sick leave allowable as provided for in Section 8.2. In the event SMC 4.28.020 is repealed in whole or in part by an initiative, the parties shall renegotiate this provision in accordance with the terms of Article 21.

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

- A. The employee's spouse, child, parent, or domestic partner has unexpectedly become seriously ill or has had a serious accident; or
- B. An unforeseen occurrence with respect to the employee's household (e.g., fire or flood or ongoing loss of power). "Household" shall be defined as the physical aspects of the employee's residence.
- C. The "day" of emergency leave may be used for two separate incidents. The total hours compensated under this provision, however, shall not exceed eight (8) in a contract year.

8.4 Paid Parental Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.

8.5 Paid Leave for 2010 Furloughs - Employees who furloughed in 2010 shall receive the same number of leave hours taken in 2010 and those hours will be split equally to be used in 2016 and 2017. In no case shall employees receive more than eighty (80) hours leave. Employees shall take the leave provided under this paragraph in full-day increments to the extent possible and the hours will not carry over to the following year. Employee must be in regular or benefit eligible temporary status in order to receive this benefit. In the case that the employee did not take furlough days in 2010 because they had planned to retire, and then elected not to retire and subsequently "paid" for those furlough days, they will be compensated with the same leave.

8.6 VEBA - Employees who are eligible to retire shall participate in a vote administered by the union to determine if the Voluntary Employee Benefits Association (VEBA) benefit shall be offered to employees who elect to retire. 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:
 - 1. 5 – 9 years of service and are age 62 or older
 - 2. 10 – 19 years of service and are age 57 or older
 - 3. 20 – 29 years of service and are age 52 or older
 - 4. 30 years of service and are any age

- B. For purposes of identifying all potential eligible-to-retain employees, the City shall create a list of members who are in the City's HRIS system as age 45 or older and provide this list to the union so that the union can administer the vote.
- C. **If the eligible-to-retain members of the bargaining unit vote to accept the VEBA**, then all members of the bargaining unit who retire from City service shall either:
 - 1. Place their sick leave cashout at 35% into their VEBA account, or
 - 2. Forfeit the sick leave cash out altogether. There is no minimum threshold for the sick leave cash out.
 - 3. Members are not eligible to deposit their sick leave cashout into their deferred compensation account or receive cash.
- D. **If the eligible-to-retain members of the bargaining unit vote to reject the VEBA**, all members of the bargaining unit who retire shall be ineligible to place their sick leave cashout into a VEBA account. Instead, these members shall have two choices:
 - 1. Members can cash out their sick leave balance at 35% and deposit those dollars into their deferred compensation account. The annual limits for the deferred compensation contributions as set by the IRS would apply; or
 - 2. Members can cash out their sick leave balance at 25% and receive the dollars as cash on their final paycheck.

8.7 Sabbatical Leave and VEBA - Members of a bargaining unit that votes to accept the VEBA **and** who meet the eligible-to-retain 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-retain criteria may cash out their sick leave at 25% in accordance with the sabbatical benefit.

ARTICLE 9 - INDUSTRIAL INJURY OR ILLNESS

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

9.1.1 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 or other paid leave account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation or other paid leave may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation or other paid leave is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability equals or extends beyond fourteen (14) calendar days, then (1) any accrued sick leave, vacation, or other paid leave utilized due to absence from his/her regular duties as provided for in this section shall be reinstated and the employee shall be paid in accordance with Section 9.1 which provides payment at the eighty percent (80%) rate, or (2) if no sick leave, vacation, or other paid leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 9.1.

9.1.2 Such compensation shall be authorized by the Seattle Human Resources 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.

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

9.1.4 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.

9.1.5 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) calendar days after notification to the employee.

9.2 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 9.1. 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 9.1.

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

9.4 Sick leave shall not be used for any disability herein described except as allowed in Section 9.1.

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

9.6 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 R.C.W.

9.7 The parties agree either may reopen for negotiation the terms and conditions of this Article.

ARTICLE 10 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

- 10.1 The following shall define terms used in this Article:
- 10.1.1 Probationary Period - A twelve (12) month period of employment following an employee's initial regular appointment within the Civil Service to a position.
- 10.1.2 Regular Appointment - The authorized appointment of an individual to a position covered by Civil Service.
- 10.1.3 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; through promotion or transfer to a 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.
- 10.1.4 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.
- 10.1.5 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.
- 10.1.6 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.
- 10.2 Probationary Period/Status of Employee - Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.
- 10.2.1 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.
- 10.2.2 An employee shall become regular after having completed his/her probationary period unless the individual is dismissed under provisions of Section 10.3 and Section 10.3.1.
- 10.2.3 An employee's probationary period may be extended up to six (6) additional months by written mutual agreement between the department, the employee

and the Union, subject to approval by the Seattle Human Resources Director prior to the expiration of the initial twelve (12) month probationary period.

10.3 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 Seattle Human Resources Director and a copy sent to the Union.

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

10.4 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 10.1.3.

10.4.1 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.

10.4.2 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.

10.4.3 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.

10.4.4 An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Seattle Human Resources Director prior to expiration of the trial service period.

- 10.4.5 Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.
- 10.4.6 The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.
- 10.4.7 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.
- 10.4.8 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.
- 10.4.9 An employee whose name is on a valid Reversion Recall List who accepts employment with the City in another class and/or department shall have his/her name removed from the Reversion Recall List.
- 10.4.10 A reverted employee shall be paid at the step of the range which he/she normally would have received had he/she not been appointed.
- 10.5 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 Seattle Human Resources Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is still 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 Seattle Human Resources Director, require that a twelve (12) month trial service period be served in that department.
- 10.5.1 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.

10.5.2 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 term 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.

10.5.3 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.

10.6 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 Seattle Human Resources 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.

10.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 11.

ARTICLE 11 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

11.1 Transfers - The transfer of an employee shall not constitute a promotion except as provided in Section 11.1.2(5).

11.1.1 Intra-departmental 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 Seattle Human Resources Director, but must report any such transfer to the Seattle Department of Human Resources within five (5) days of its effective date.

11.1.2 Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Seattle Human Resources Director's approval as follows:

- A. Transfer in the same class from one department to another.
- B. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.
- C. Transfer, in lieu of layoff, may be made to a 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 for 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 11.3.4.
 - 1. 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.
 - 2. 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 11.4.

- D. 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.
 - E. 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 11.1.2.(4) is not practicable.
 - F. The Seattle Human Resources Director may approve a transfer under Sections 11.1.2 (1), (2), (3), (4) or (5) above with the consent of the appointing authority of the Receiving Department only, upon a showing of the circumstances justifying such action.
 - G. 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.
- 11.1.2.1 Employees transferred pursuant to the provisions of Section 11.1.2 shall serve probationary and/or trial service periods as may be required in Article 10, Sections 10.5, 10.5.1, 10.5.2, and 10.5.3.
- 11.1.3 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular employees shall be given priority consideration for lateral transfer to any open position in the same classification within his/her department.
- 11.1.4 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular part-time employees shall be given priority consideration for full-time positions in the same classification which become available within his/her department.
- 11.2 Voluntary Reduction - A regularly appointed employee may be reduced to a lower class upon his/her written request stating his/her reason for such reduction, if the request is concurred in by the appointing authority and is approved by the Seattle Human Resources Director. Such reduction shall not displace any regular, trial service or probationary employee.
- 11.2.1 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 11.5. Upon a showing, concurred in by the appointing authority of the department that the reason for such voluntary reduction no longer exists, the

Seattle Human Resources Director may restore the employee to his/her former status.

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

11.3.1 Layoff - 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.

11.3.2 In a given class in a department, the following shall be the order of layoff:

- A. Interim appointees
- B. Temporary or intermittent employees not earning service credit.
- C. Probationary employees*
- D. Trial service employees* (who cannot be reverted in accordance with Section 10.4.2.)
- E. 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 during probation.

11.3.3 However, the City may lay off out of the order described above for one or more of the reasons cited below:

- A. Upon showing by the appointing authority that the operating needs of the department require a special experience, training, or skill.
- B. 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 Seattle Human Resources Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.

11.3.4 At the time of layoff, a regular employee or a trial service employee (per 11.3.2 above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in his/her department or he/she may be transferred as provided in Section 11.1.2(3). 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 11.5.

11.4 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 for one (1) year from the date of layoff.

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

11.4.2 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.

11.4.3 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:

- A. 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.
- B. 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.
- C. 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.
- D. 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 10, Section 10.4 shall apply.

- E. 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 10, Section 10.4 shall apply.
- F. 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.
- G. 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.
- H. The Union 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 these bargaining units provided the Union representing those employees has agreed to a reciprocal right to employees of these bargaining units. Otherwise, this section shall only be applicable to those positions that are covered by this Agreement.

11.4.4 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.

11.5 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:

- A. After completion of the probationary period, service credit shall be given for employment in the same, equal or higher class, including service in other departments and shall include temporary or intermittent employment in the same class under regular appointment prior to permanent appointment.
- B. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position.
- C. Service credit shall be given for previous regular employment of an incumbent in a position which has been reallocated and in which the employee has been continued with recognized standing.

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

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

1. Jury Duty;
2. Disability incurred in line of service;
3. Illness or disability compensated for under any plan authorized and paid for by the City;
4. Service as a representative of the Union affecting the welfare of City employees;
5. Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

11.5.1 No service credit shall be given:

- A. For service of a regular employee in a lower class to which he/she has been reduced and in which he/she has not had regular standing, except from the time of such reduction.
- B. For any employment prior to a separation from the Civil Service other than by a resignation which 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 Seattle Human Resources Director.

11.6 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 12 - HEALTH CARE, DENTAL CARE, LIFE AND
LONG TERM DISABILITY INSURANCE**

- 12.1** Effective January 1, 2014, the City shall provide medical, dental, and vision plans (with Group Health, Aetna Traditional, Aetna Preventative and Washington Dental Service as self-insured plans, and 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 2014, 2015, 2016, 2017, and 2018, 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** An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 12.1 or similar programs as determined by the Labor-Management Health Care Committee.
- 12.1.2** For calendar years 2014, 2015, 2016, 2017, and 2018, the City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.
- 12.1.3** 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.
- 12.1.4** New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).
- 12.2** Life Insurance - The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:
- 12.2.1** Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used

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

12.2.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Sections 12.2 or 12.2.1 to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.

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

12.3 Long Term Disability - The City shall provide a Long Term Disability (LTD) Insurance program for all eligible employees for occupation and non-occupational accidents or illnesses. The City shall pay the full monthly premium cost of a base plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first six hundred sixty seven dollar (\$667) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum eight thousand three hundred thirty-three dollars [\$8,333] per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.

12.3.1 During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any long-term disability benefits covered by Section 12.3 and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.

12.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2014 for the base plan; provided further, such cost shall not exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 12.3.

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

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

12.6 Labor-Management Health Care Committee - A Labor-Management Health Care Committee was established and became effective January 1, 2001, by the parties. This Committee is responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall operate and exercise its appropriate decision-making authorities consistent with said Memorandum of Agreement, and decide whether to administer other City-provided insurance benefits.

ARTICLE 13 – RETIREMENT

- 13.1 Pursuant to Ordinance 78444 as amended, all employees shall be covered by the Seattle City Employees Retirement System (SCERS).
- 13.2 Effective January 1, 2017, consistent with Ordinance 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

ARTICLE 14 - GENERAL CONDITIONS

14.1 **Mileage Allowance** - An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes for all miles driven in the course of City business on that day with a minimum guarantee of five (5) miles.

14.1.1 The per mile mileage reimbursement rate shall be adjusted up or down to reflect the current rate.

14.1.2 In those situations where an employee within a particular job classification is regularly scheduled every shift to report to a headquarter site and to a job site at a different location and/or to report to more than one job site within the course of one shift, the employing department shall provide the necessary transportation. As an alternative, if the employing department requires the employee to drive his/her personal automobile to the job sites, special mileage provisions may be negotiated on a case-by-case basis.

14.2 **Skagit Conditions** - When City Light employees working at the Skagit facilities are prevented (due to impassable roads on Skagit Project, or similar conditions) from returning to their regular place of residence after completing their workday or shift, the Department shall provide the employee with suitable food and quarters at no cost to the employees. In addition, the Department shall pay one hour's pay per day, at the employee's regular hourly rate, for each day away from his/her regular residence.

14.2.1 **Skagit Conditions** – City Light employees traveling to a work site other than where they are normally assigned shall travel in Department vehicles or vessels on Department time.

14.3 **City Light Department Out-of-Town Rules** - When an employee, crews, or any part of a crew or crews, regularly assigned to a headquarter inside the distribution area is or are to be shifted to any location outside the Seattle distribution area to perform a specific job, the following conditions shall prevail:

A. Acceptable board and lodging shall be furnished by the Department.

B. Time consumed in traveling to and from Seattle and the work location shall be considered part of the workday. Any time consumed in this travel to and from Seattle outside of regular working hours shall be at the overtime rate of pay.

- C. The normal workweek shall be Monday through Friday. Hours of work shall be 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. Other workweeks and hours may be established if necessary in order to coordinate with other forces.
- D. An employee regularly assigned to the Seattle distribution area shall not be assigned to work at any headquarters outside that area for more than thirty (30) working days out of any ninety (90) working days.
- E. At least forty eight (48) hours' notice shall be given the employees for assignment to work outside the Seattle distribution area, except in an extreme emergency.
- F. In order to coordinate work schedules, personnel temporarily assigned to the Boundary Project shall be paid one-half ($\frac{1}{2}$) hour extra pay per day at the straight-time rate as compensation for travel between the work site and the board and lodging facility.

14.4 Union Visitation - The Union Representative of the Union party to this Agreement may, after notifying the City official in-Charge, visit the work location of employees covered by this Agreement at any reasonable time during working hours. For purposes of this Section, "City official in-Charge" shall mean the supervisor in-charge of the work area to be visited or, if the work area is located outside of the corporate limits of the City of Seattle, the "City official in-Charge" shall mean the official in-charge of that particular facility (e.g., Skagit Project), or, the official designated by the affected department. The Union representative shall limit his/her activities during such visit to matters relating to this Agreement. Such visits shall not interfere with work functions of the department. City work hours shall not be used by employees and/or the Union representative for the conduct of Union business or the promotion of Union affairs other than hereinbefore stated.

14.5 Union Shop Stewards - The Union party to this Agreement may appoint a shop steward in the various City departments affected by this Agreement. Immediately after appointment of its shop steward(s), the Union must furnish the Seattle Department of Human Resources and the affected Department(s) with a list of those employees who have been designated as shop stewards and their area of responsibility. Failure to provide such a list and/or disagreement over the number and/or area of responsibility of shop stewards between the City and the Union covered by this Agreement shall result in non-recognition by the City of the appointed shop stewards in question. The City must notify the Union within fifteen (15) calendar days of receipt of the Union's list or revised list if it objects to the number and/or area of responsibility of appointed shop stewards. Where there is a disagreement over the number and/or area of responsibility of appointed shop stewards, said issues shall be discussed between the City and the Union. If the parties

cannot mutually resolve their differences, the issues shall be submitted to the Labor-Management Committee for final resolution. The list shall also be updated as needed. Shop stewards shall perform their regular duties as such but shall function as the Union's representative on the job solely to inform the Union of any alleged violations of this Agreement and process grievances relating thereto; provided however, temporary employees may serve as shop stewards to inform the Union of any alleged violations of this Agreement that apply to temporary employees only and may process grievances relating thereto. The shop steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

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

14.6 Safety Standards - All work shall be done in a competent and workman-like manner, and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules which shall be complied with.

14.6.1 The practice of safety as it relates to City employees and equipment shall be paramount and in accordance with Washington Industrial Safety and Health Act (WISHA) standards.

14.6.2 The minutes of safety meetings shall be posted on the department bulletin boards.

14.6.3 No employee shall be required to operate unsafe equipment or work with unsafe material where adequate safeguards are not provided. An employee shall not be disciplined or suffer a loss of wages if any of the conditions described herein actually prevail. Upon determination or suspicion that the equipment or material is unsafe where safeguards are inadequate, the employee shall report such to the supervisor immediately. If the supervisor determines that the equipment or material is safe because the safeguards are adequate and the employee still has a concern, then the departmental Safety Officer shall be called upon to make a final determination.

14.7 Bulletin Boards - The City, upon written request from the Union relative to a specific City department which employs individuals covered by this Agreement, shall provide bulletin board space for the use of the Union.

14.8 Investigatory Interviews - When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that particular incident, the employee shall have the right to request that he/she be accompanied at the investigatory interview by a representative of the Union.

If the employee makes such a request, the request shall be made to the City representative conducting the investigatory interview. The City, when faced with such a request, may:

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

14.8.1 In construing this Section, it is understood that:

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

14.9 Career Development - The City and the Union agree that employee career growth can be beneficial to both the City and the affected employee. As such, consistent with training needs identified by the City and the financial resources appropriated therefore by the City, the City shall provide educational and training opportunities for employee career growth. Each employee shall be responsible for utilizing those training and educational opportunities made available by the City or other institutions for the self-development effort needed to achieve personal career goals.

14.9.1 The City and the Union shall meet bi-annually to discuss the utilization and effectiveness of City-sponsored training programs and any changes to same which pertain to employees covered by this Agreement. The City and the Union shall use such meetings as a vehicle to share and to discuss problems and possible solutions to upward mobility of employees covered by this Agreement and to identify training programs available to employees covered by this Agreement. The committee shall be comprised of an equal number of participants from labor as from management, and shall not exceed three participants from either side.

14.10 Uniforms - The City shall provide and clean uniforms on a reasonable basis whenever employees are required by the City to wear uniforms.

14.11 Footwear Allowance -The City shall pay the amounts in A through E below, per Agreement year for each regular full-time employee as partial reimbursement for the cost of purchasing or repairing protective or other specified footwear or other work gear (example: rain-gear, gloves etc.) when such items are required by the City. Requests for reimbursement of such footwear or gear shall be accompanied by an itemized receipt showing the amount and place of purchase or repair. An employee who does not use the full amount in one calendar year may carry over the remaining balance to the next year for use in addition to the amount allocated for that year. This carryover shall extend for the five calendar years of the Agreement, but not into the ensuing year after the expiration of the Agreement. Temporary employees who qualify for the "0521st hour through 1040th hour" level of premium pay or greater as set forth within Section 1.2.2, shall be eligible for receipt of the footwear or gear allowance every other year subject to the conditions set forth herein for receipt of same by regular employees. Gear does not include articles of clothing already being issued.

A. Effective January 1, 2014, one hundred four dollars (\$104)

B. Effective January 1, 2015, one hundred four dollars (\$104).

C. Effective January 1, 2016, one hundred twenty four dollars (\$124).

D. Effective January 1, 2017, one hundred forty four dollars (\$144).

E. Effective January 1, 2018, one hundred forty four dollars (\$144).

14.12 Identification Cards - Picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible, but conspicuous place on their person by all such employees. Any such picture identification cards shall identify the employee by first name and last name initial (or at the employee's option, first name initial and last name), employee number, job title, and photograph only. The City shall pay the replacement fee for a card that is lost no more frequently than once in any eighteen (18) month period of time. Otherwise, if the card is lost or mutilated by the employee, there shall be a replacement fee of thirty dollars (\$30) to be borne by the employee. The cost of replacing the card damaged due to normal wear and tear shall be borne by the City and shall not be the responsibility of the employee.

14.13 The City reserves the right to open Article 14.14 for the purpose of negotiating changes to employee parking and fees to address incentives for High Occupancy Vehicle (HOV) parking and disincentives for Single Occupancy Vehicle (SOV) parking and other matters as may be necessary for an

effective commute trip reduction program, as required by the City of Seattle Ordinance and State Law RCW 70.94.521-551.

14.14 Metro Passes – The City will provide a transit subsidy benefit consistent with SMC 4.20.370.

14.15 On or about May 1st of each calendar year, the City shall provide the Union with a current listing of all employees within the bargaining unit.

14.16 If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involves the driving of vehicles requiring the driver to have a State Commercial Driver's License (CDL), fees charged by the State for acquiring the license shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The City will pay, as a maximum amount, the rates charged by City-identified clinics for the physical exam required to obtain or renew the license on City time. Employees shall be notified of clinics offering the physical exam at this reimbursement rate. If an employee is covered by a City medical plan which includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Group Health or Aetna) or shall seek reimbursement through the medical plan. The City shall make a reasonable effort to make City trucks or equipment available for skill tests.

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

14.16.2 Employees in other job titles or positions not involving the driving of vehicles requiring the CDL who wish to take exam preparation or driver training courses may request approval of the courses and reimbursement of fees in the normal manner in which educational expenses are applied for and approved by Departments; provided however, license fees for these individuals shall not be reimbursed, nor shall the City be obligated to make City trucks or equipment available for skill tests for these individuals. Nothing contained herein shall guarantee that written exams, skill tests or training classes established for the purposes described herein shall be conducted during regular work hours or through adjusted work schedule(s) nor shall such written exams, skill tests or training classes be paid for on an overtime basis.

14.16.3 To obtain or renew a Hazardous Material Endorsement (HME) for positions that currently require a Commercial Drivers License (CDL), employees will be expected to submit to a background check and fingerprinting. The background check and fingerprinting are required to meet Federal regulations. The application will be done on City time and the cost of the

application and fee for such endorsement will be paid by the City if such endorsement is required by the job.

14.17 The City shall provide employees with appropriate training in the safe operation of any equipment prior to its use.

14.18 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.

14.18.1 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.

14.19 The City and the Union encourage the use of the "Early Mediation Project" or other alternative dispute resolution (ADR) processes to resolve non-contractual workplace conflict/disputes. Participation in the project or in an ADR process is entirely voluntary, confidential, and does not impact grievance rights.

14.20 Employees may be afforded sabbatical leave under the terms and conditions of Seattle Municipal Code Chapter 4.33.

14.21 Any non-supervisory employee assigned to train employees outside of the employee's normal duties (as defined by the class specification) will be given a four percent (4%) (or higher rate, if that has been past practice) premium while so assigned. Such premium will be given for formal training involving group or classroom training of four (4) hours or more, and such training will be assigned by management and involve more than normal on-the-job training. (Examples of such formal training shall include, but not limited to first aid, CPR, or pesticide training.)

14.22 Contracting Out - 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.

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

14.22.2 The Union may grieve contracting out for work as described herein, if such contract involves work normally performed by employees covered by the Agreement,.

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

- A. No more than two (2) employees per negotiations session shall be authorized under this provision.
- B. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall **not** be applicable to this provision. No more than an aggregate of one hundred (100) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision for bargaining.
- C. If the aggregate of one hundred (100) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.
- D. This provision shall automatically become null and void with the expiration of the predecessor 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.

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

14.25 Meeting Space - Where allowable and prior arrangements have been made, the City may make available to the Unions, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.

14.26 Testify before Civil Service Commission - Any individual member covered by this Agreement, who is directly involved through individual appeal, in a matter being reviewed by the Civil Service Commission, shall be allowed time during working hours without loss of pay to attend such a meeting if called to testify.

14.27 Pay for Deployed Military

- A. 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.

- B. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted his or her annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

14.32 The Union and the City agree to the following:

- A. A reopener on impacts associated with the Affordable Care Act (ACA);
- B. For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts;
- C. For the duration of this agreement, the City agrees to a reopener to discuss the City's compensation philosophy and methods and processes

associated with determining wage adjustments, including the City's interest in total compensation; and,

- D. For the duration of this agreement, the Union agrees to open negotiations to modify Personnel Rule 10.3.3 to include current employees in the City's criminal background check policy.

ARTICLE 15 - LABOR-MANAGEMENT COMMITTEES

15.1 It is the intent of the Union to carry out its collective bargaining responsibility as an organization recognized as a collective bargaining representative by the City. To this end, the City agrees to confer with officials of the Union on matters subject to collective bargaining. The Union agrees that all representations made on its behalf by its agents shall have the same force and effect as if made by the Union itself, and that notices or other communications exchanged between the City and the Union or its agents shall have the same force and effect as if made by the Union itself.

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

The management representatives to the Committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Union may appoint a minimum of one (1) labor representative to the Committee.

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

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

15.3.2 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.

ARTICLE 16 - WORK STOPPAGES AND JURISDICTIONAL DISPUTES

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

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

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

16.2 Jurisdictional Disputes - Any jurisdictional dispute which may arise between any two (2) or more labor organizations holding current collective bargaining agreements with the City of Seattle shall be settled in the following manner:

- A. A Union which contends a jurisdictional dispute exists shall file a written statement with the City and other affected Unions describing the substance of the dispute.
- B. During the thirty (30) day period following the notice described in Section 16.2(1), the Unions along with a representative of the City shall attempt to

settle the dispute among themselves, and if unsuccessful shall request the assistance of the Washington State Public Employment Relations Commission.

ARTICLE 17 - RIGHTS OF MANAGEMENT

- 17.1 The right to hire, promote, discharge for just cause, improve efficiency, determine the work schedules and location of Department headquarters are examples of management prerogatives. The City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.
- 17.2 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 employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to a specific job within the bargaining unit, the right to temporarily assign employees to a specific job or position outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.
- 17.3 The Union recognizes the City's right to establish and/or revise performance evaluation system(s). Such system(s) may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees. In establishing new and/or revising existing evaluation system(s), the City shall meet prior to implementation with the Labor-Management Committee to jointly discuss such performance standards.
- 17.4 The City agrees that performance standards shall be reasonable.

ARTICLE 18 - SUBORDINATION OF AGREEMENT

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

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.

9.1.4.1 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) calendar days after notification to the employee.

9.2 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 9.1. 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 9.1.

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

9.4 Sick leave shall not be used for any disability herein described except as allowed in Section 9.1.

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

9.6 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 R.C.W.

9.7 The parties agree either may reopen for negotiation the terms and conditions of this Article.

ARTICLE 9 - INDUSTRIAL INJURY OR ILLNESS

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

9.1.1 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 or other paid leave account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation or other paid leave may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation or other paid leave is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability equals or extends beyond fourteen (14) calendar days, then (1) any accrued sick leave, vacation, or other paid leave utilized due to absence from his/her regular duties as provided for in this section shall be reinstated and the employee shall be paid in accordance with Section 9.1 which provides payment at the eighty percent (80%) rate, or (2) if no sick leave, vacation, or other paid leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 9.1.

9.1.2 Such compensation shall be authorized by the Seattle Human Resources 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.

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

9.1.4 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

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

D. **If the eligible-to-retire members of the bargaining unit vote to reject the VEBA**, all members of the bargaining unit who retire shall be ineligible to place their sick leave cashout into a VEBA account. Instead, these members shall have two choices:

1. Members can cash out their sick leave balance at 35% and deposit those dollars into their deferred compensation account. The annual limits for the deferred compensation contributions as set by the IRS would apply; or
2. Members can cash out their sick leave balance at 25% and receive the dollars as cash on their final paycheck.

8.6 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.

8.7 Paid Parental Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.

8.8 Paid Leave for 2010 Furloughs - Employees in the Department of Planning and Development who took unpaid leave (leave without pay) on furlough days in 2010 shall receive the same number of leave hours taken in 2010 and those hours will be split equally to be used in 2016 and 2017. In no case shall employees receive more than eighty (80) hours leave. Employees shall take the leave provided under this paragraph in full-day increments to the extent possible and the hours will not carry over to the following year. Employees must be in regular or benefit eligible temporary status in order to receive this benefit. In the case that the employee did not take furlough days in 2010 because they had planned to retire, and then elected not to retire and subsequently "paid" for those furlough days, they will be compensated with the same leave.

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

- A. The employee's spouse, child, parent, or domestic partner has unexpectedly become seriously ill or has had a serious accident; or
- B. An unforeseen occurrence with respect to the employee's household (e.g., fire or flood or ongoing loss of power). "Household" shall be defined as the physical aspects of the employee's residence.
- C. The "day" of emergency leave may be used for two separate incidents. The total hours compensated under this provision, however, shall not exceed eight (8) in a contract year.

8.4 Upon advance notice, the City may approve a bargaining unit member's request for unpaid leave of absence for purposes of attending a Union convention or similar Union event.

8.5 Employees who are eligible to retire shall participate in a vote administered by the union to determine if the Voluntary Employee Benefits Association (VEBA) benefit shall be offered to employees who elect to retire. 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:
 - 1. 5 – 9 years of service and are age 62 or older
 - 2. 10 – 19 years of service and are age 57 or older
 - 3. 20 – 29 years of service and are age 52 or older
 - 4. 30 years of service and are any age
- B. For purposes of identifying all potential eligible-to-retain employees, the City shall create a list of members who are in the City's HRIS system as age 45 or older and provide this list to the union so that the union can administer the vote.
- C. **If the eligible-to-retain 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:
 - 1. place their sick leave cashout at 35% into their VEBA account, or
 - 2. forfeit the sick leave cash out altogether. There is no minimum threshold for the sick leave cash out.

8.1.8.6 Rate of Pay for Sick Leave Used to Cover Missed Overtime - An employee may use paid leave for scheduled mandatory overtime shifts missed due to eligible sick leave reasons. Payment for the missed shifts shall be at the straight-time rate of pay the employee would have earned had he or she worked. An employee may not use paid sick leave for missed voluntary overtime shifts, which is scheduled work that the employee elected or agreed to add to his or her schedule.

8.1.8.7 Sick Leave Transfer Program - Employees shall be afforded the option to transfer and/or receive sick leave in accordance with the terms and conditions of the City's Sick Leave Transfer Program as established and set forth by City Ordinance. All benefits and/or rights existing under such program may be amended and/or terminated at any time as may be determined appropriate by the City. All terms, conditions and/or benefits of such program shall not be subject to the grievance procedure.

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

8.2.1 Bereavement/funeral leave may be allowed for bereavement purposes and/or attendance at the funeral of any other relative as allowed by Seattle Municipal Code (SMC) 4.28.020. Such relatives shall be determined as close relatives or relatives other than close relatives pursuant to the terms of SMC 4.28.020 for purposes of determining the extent of Bereavement/Funeral leave or sick leave allowable as provided for in Section 8.2. In the event SMC 4.28.020 is repealed in whole or in part by an initiative, the parties shall renegotiate this provision in accordance with the terms of Article 21.

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

8.1.8.1 Prompt Notification - The employee shall promptly notify the immediate supervisor, by telephone or otherwise, on the first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor. For those absences of more than one day, notification on his/her first day off with an expected date of return shall suffice. The employee shall advise the supervisor of any change in expected date of return. If an employee is on a special work schedule, particularly where a relief replacement is necessary when the employee is absent, the employee shall notify the immediate supervisor as far as possible in advance of the scheduled time to report for work.

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

8.1.8.3 Claims To Be In 15 Minute Increments - Sick leave shall be claimed in 15 minute increments to the nearest full 15 minute increment, a fraction of less than 8 minutes being disregarded. Separate portions of absence interrupted by a return to work shall be claimed on separate application forms.

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

8.1.8.5 Rate of Pay for Sick Leave Used – An employee who uses paid sick leave shall be compensated at the rate of pay he or she would have earned had he or she worked as scheduled, with the exception of overtime (See Article 8.1.8.6). For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for those hours missed due to sick leave. (See also Articles 5.8 and 5.9.1 for sick leave use and rate of pay for out-of-class assignments and standby duties.)

8.1.4 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.

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

8.1.6 Compensation for the first four (4) consecutive workdays of absence shall be paid upon approval of the Seattle Human Resources Director or his/her designee. In order to receive compensation for such absence, employees make themselves available for such reasonable investigation, medical or otherwise, as the Seattle Human Resources Director or his/her designee may deem appropriate.

8.1.6.1 Compensation for such absences beyond four (4) consecutive workdays shall be paid only after approval of the Seattle Human Resources Director or his/her designee of a request from the employee supported by a report of the employee's physician. The employee shall provide himself/herself with such medical treatment or take such other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.

8.1.6.2 Upon request by the employing unit, an employee shall provide documentation verifying cancellation of his or her child's school, day care, or other childcare service or program for sick leave use greater than four days for reasons authorized in Article 8.1.F of this Agreement.

8.1.6.3 An employing authority may also require that a request for paid sick leave to cover absences greater than four days for reasons set forth under Article 8.1.G of this Agreement be supported by verification that the employee or employee's family member is a victim of domestic violence, sexual assault, or stalking, and that the leave taken was for a reason eligible as set out in RCW 49.76.030. An employee may satisfy such request by providing documentation as set out in RCW 49.76.040(4).

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

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

B. Off work on a holiday.

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

ARTICLE 8 - SICK LEAVE, FUNERAL LEAVE, EMERGENCY LEAVE AND VEBA

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

- A. Illness or injury which prevents the employee from performing his/her regular duties.
- B. Disability of the employee due to pregnancy and/or childbirth.
- C. Medical or dental appointments for the employee.
- D. Care of family members as required of the City by State law and/or as defined and provided for by City of Seattle ordinance, which may be repealed in whole or in part by an initiative, in which case the parties shall renegotiate this provision in accordance with the terms of Article 21.
- E. Employee absence from a worksite that has been closed by order of a public official to limit exposure to an infectious agent, biological toxin, or hazardous material.
- F. Employee absence from work to care for a child whose school or place of care has been closed by order of a public official to limit exposure to an infectious agent, biological toxin, or hazardous material.
- G. Eligible reasons related to domestic violence, sexual assault, or stalking as set out in RCW 49.76.030

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

8.1.2 Unlimited sick leave credit may be accumulated.

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

8.1.3.1 Cash payments of unused sick leave may be deferred for a period of one (1) year or less, providing the employee notifies his/her Department's Human Resources Office of his/her desires at the time of retirement. Request for deferred cash payments of unused sick leave shall be made in writing.

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

7.13 Employees with prior regular City service who are appointed to regular positions within the City shall begin accruing vacation at the rate which was applicable upon their most recent separation from regular City service. Regular City service (on or before December 31, 1992) in the Seattle-King County Health Department will be considered as City service.

- 7.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which he/she became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.
- 7.5 Employees may, with Department approval, use accumulated vacation with pay after completing one thousand forty (1,040) hours on regular pay status.
- 7.6 In the event that the City cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee shall continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the Department Head and the Seattle Human Resources Director in order to allow rescheduling of the employee's vacation. In such cases the Department Head shall provide the Seattle Human Resources Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period shall be allowed.
- 7.7 "Service year" is defined as the period of time between an employee's date of hire and the one year anniversary date of the employee's date of hire or the period of time between any two (2) consecutive anniversaries of the employee's date of hire thereafter.
- 7.8 The minimum vacation allowance to be taken by an employee shall be one-half ($\frac{1}{2}$) of a day, or at the discretion of the Department Head, such lesser amount as may be approved by the Department Head.
- 7.9 An employee who separates from City service for any reason after more than six (6) months' service shall be paid in a lump sum for any unused vacation he/she has accrued.
- 7.10 Upon the death of an employee in active service, pay shall be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.
- 7.11 Where an employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

ARTICLE 7 - ANNUAL VACATION

- 7.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 7.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.
- 7.2 Regular pay status is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time and sick leave. At the discretion of the City, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation. Time lost by reasons of disability for which an employee is compensated by Industrial Insurance or Charter Disability provisions shall not be considered absence. An employee who returns after layoff shall be given credit for such prior service.
- 7.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

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

a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours off with pay.

6.2 To qualify for holiday pay, City employees shall have been on pay status their normal workday before or their normal workday following the holiday; provided however, employees returning from non-pay leave who start work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

6.3. A Personal Holiday shall be used during the calendar year as a regular holiday. Use of the Personal Holiday shall be requested in advance. When the Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay pursuant to Section 6.4 for all time worked on the originally scheduled Personal Holiday.

6.4 An employee who has been given at least forty-eight (48) hours advance notification and who is required to work on a holiday shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive one and one-half (1½) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive one and one-half (1½) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

6.5 In the event an employee is required to work without having been given at least a forty-eight (48) hours advance notification on a holiday he/she normally would have off with pay, said employee shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive two (2) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive two (2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

ARTICLE 6 - HOLIDAYS

6.1 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
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's 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 (after completion of 18,720 regular hours)	

6.1.1 Whenever any paid holiday falls upon a Sunday, the following Monday shall be recognized as the paid holiday. Whenever any paid holiday falls upon a Saturday, the preceding Friday shall be recognized as the paid holiday; provided however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 6.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 6.4 shall be made only once per affected employee for any one holiday.

6.1.1.1 Employees who have either:

- A. completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (Article 7.2) or
- B. are accruing vacation at a rate of .0615 or greater (Article 7.13)

on or before December 31st of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays (per Article 6.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

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

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

- 5.9.5.1 No employee may assume the duties of the higher-paid position without being formally assigned to do so except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to his or her department director for retroactive payment of out-of-class pay. The decision of the department director as to whether the duties were performed and whether performance thereof was appropriate shall be final.

disability; 3) when a position is scheduled for abrogation; or 4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). When such circumstances require that an out-of-class assignment be extended beyond six (6) months for any one position, the City shall notify the union or unions which represent the employee who is so assigned and/or the body of work which is being performed on an out-of-class basis. After nine (9) months, the union which represents the body of work being performed out of class must concur with any additional extension of the assignment. The union that represents the body of work will consider all requests on a good faith basis.

5.9.1 The practice of no out-of-class pay for paid leave will continue except that any sick leave taken in lieu of working a scheduled out-of-class assignment must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment or in the event of a regular appointment to the out-of-class title within 12 months of the out-of-class assignment.

5.9.2 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. When employees voluntarily apply for and voluntarily accept a position in a lower-level classification, they shall receive the salary rate for the lower class, which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. For such temporary period, the employee shall continue to pay dues to the union of the higher class. The overtime provisions applicable are those of the contract covering the bargaining unit position of the work being performed on an overtime basis. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as his/her primary class, across union jurisdictional lines, with no change to his or her regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement and payment for absences do not apply in these instances.

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

5.9.4 The City shall make a reasonable effort to accommodate employees who have an off-the-job injury or illness with light-duty work if such work is available.

5.9.5 Out-of-class work shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not

in which the holiday fails. In the event that a request for a modified holiday work week schedule cannot be accommodated, such denial shall not be arbitrary or capricious.

NOTE: Past practice with regard to holiday pay for employees on alternate work assignments consistent with the 1991 directive on holiday pay will continue.

- 5.7 Any past, present or future work schedule in which an employee, by action of the City, receives eight (8) hours pay for less than eight (8) hours work per day may be changed by the City, at any time, so as to require such an employee to work eight (8) hours per day for eight (8) hours pay.
- 5.8 Standby Duty - Whenever an employee is placed on Standby Duty by the City, the employee shall be available to respond to emergency calls and when necessary, report as directed. Employees who are placed on Standby Duty by the City shall be paid at a rate of ten percent (10%) of the employee's straight-time hourly rate of pay. When an employee is required to return to work while on Standby Duty the Standby Duty pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 5.3. An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.
- 5.9 Work Outside of Classification - Effective January 1, 2015, work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position. When the duties of the higher-paid position are clearly outside the scope of an employee's regular classification for a period of three (3) hours or longer in any one (1) work week, he/she shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for a promotion. Proper authority shall be a supervisor and/or Crew Chief, who has been designated the authority by a manager or director directly above the position which is being filled out of class, and who has budget management authority of the work unit. The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class, and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. (If an employee is mistakenly assigned out-of-class who does not meet the above qualifications, the City will stop the practice immediately once discovered and will see that the out-of-class is paid for work already performed.) The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any one position. The six (6) month period may be exceeded under the following circumstances: 1) when a hiring freeze exists and vacancies cannot be filled; 2) extended industrial or off-the-job injury or

in advance and, upon request, such change(s) shall be discussed with the Union. At least forty-eight (48) hours advance notification shall be afforded the Union and the affected employees when shift changes are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first shift worked under the new schedule.

5.6 Implementation of a four (4) day, forty (40) hour or other alternative work schedule shall be subject to consultation and agreement with the Union involved. In administering the four (4) day, forty (40) hour work schedule or other alternative work schedule, overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week. It will be clearly established whether an alternative work schedule is applicable for a temporary employee.

5.6.1 For employees who work a four (4) day, forty (40) hour work week or other alternative work schedule, the following shall apply:

If a holiday is observed on a Saturday or on a Friday that is the normal day off, the holiday will be taken on the last normal workday. If a holiday is observed on a Monday that is the normal day off or on a Sunday, the holiday will be taken on the next normal workday. This schedule will be followed unless the employee and his/her supervisor determine that some other day will be taken off for the holiday; provided, however, that in such case the holiday time must be used no later than the end of the following pay period. If the holiday falls on a Tuesday, Wednesday, or Thursday that is the employee's normal scheduled day off, the holiday must be scheduled off no later than the end of the following pay period.

5.6.2 Employees, including those on alternate work schedules, shall receive 8 hours pay per holiday (except as identified in 6.1.2. and 6.2.

Employees working an alternate work schedule during a holiday work week are permitted to make scheduling or pay status adjustments as follows:

- A. Employees may revert back to a 5-day/40 hour work week, in which the holidays falls, if available.
- B. Employees may use vacation or compensatory time to supplement the 8-hour holiday pay to achieve full pay for the work week without making other scheduling adjustments, or at the employees' discretion, to be unpaid.
- C. By mutual agreement, pre-arranged between the employee and his or her supervisor, employees may work beyond their normally scheduled workday hours to make up holiday hours. These holiday make-up hours will not be counted as overtime and must be worked during the work week

reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from his place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "reasonable cost" of such meal in accordance with Seattle Municipal Code (SMC) 4.20.325. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment indicating the time of the meal no later than forty-eight (48) hours from the beginning of his/her next regular shift; otherwise, the employee shall be paid a minimum of ten dollars (\$10) in lieu of reimbursement for the meal.

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

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

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

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

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

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

5.4.3 When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to his/her normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 5.4, 5.4.1 and 5.4.2; provided however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a minimum of ten dollars (\$10) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation

5.4.4 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.

5.5 When management deems it necessary, work schedules may be established other than Monday through Friday; provided however, that where workweeks other than the basic departmental workweek schedules in force on the effective date of this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union at least forty-eight (48) hours

5.2.4 A "work week" for purposes of determining whether an employee exceeds forty (40) hours in a work week shall be a seven (7) consecutive day period of time beginning on Wednesday and ending on Tuesday except when expressly designated to begin and end on different days and times from the normal Wednesday through Tuesday work week.

5.2.5 All overtime work shall be offered to qualified regular employees in the classification before any temporary employees are asked to work overtime.

5.2.6 When deemed necessary by the City, the City may require an employee to perform work outside of his/her regularly scheduled work shift. The immediate circumstance of the situation shall be considered by the City in deciding which employee(s) shall be assigned to perform the overtime work in question. Overtime assignments shall be allotted in as fair and equitable manner as circumstances will permit amongst employees in an affected work unit who have the work experience to immediately perform the overtime work. When an unforeseen situation arises which necessitates overtime work either as an extension of a shift or as a call-in, the City may assign or call in the first individual(s) it contacts for such overtime work.

5.3 Call Back - Employees who are called back to work after completing their regular shift shall be paid a minimum of four (4) hours straight-time pay for all time worked up to two (2) hours. Any time worked in excess of two (2) hours shall be paid for at double the straight-time rate of pay for actual hours worked.

Example: Zero (0) minutes to two (2) hours = four (4) hours' straight-time pay. Two and one-half (2½) hours = five (5) hours straight-time pay. Four (4) hours = eight (8) hours straight-time pay.

5.3.1 Definition of a Call Back - A Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of his/her regular work shift and is required to report back to work prior to the start of his/her next regularly scheduled work shift. An employee who is called back to report to work before the commencement of his/her regular work shift shall be compensated in accordance with the Call Back provisions of his/her Labor Agreement; provided however, in the event he/she is called back to report to work within two (2) hours from the starting time of his/her next regularly scheduled work shift, he/she shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of his/her next regularly scheduled work shift and the Call-Back provision shall not apply.

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

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 **Hours Of Work** - Eight (8) hours within nine (9) consecutive hours shall constitute a normal workday. There shall be no split work shifts. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days' off, except for relief shift assignments, four (4) day/ten-(10) hour work schedules and other special schedules.

5.1.1 **Meal Period** - Employees shall receive a meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift or when he/she is called in to work on his/her regular day off. The meal period shall be no less than one-half (½) hour nor more than one (1) hour in duration and shall be without compensation. Should an employee be required to work in excess of five (5) continuous hours from the commencement of his/her regular shift without being provided a meal period, the employee shall be compensated two (2) times the employee's straight-time hourly rate of pay for the time worked during his/her normal meal period and be afforded a meal period at the first available opportunity during working hours without compensation.

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

5.1.3 Where work conditions require continuous manning throughout a work shift for thirty (30) consecutive days or more the City may, in lieu of the meal period and rest periods set forth within Sections 5.1.1 and 5.1.2, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.

5.2 **Overtime** - All time worked in excess of eight (8) hours in any one (1) shift shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.1 All time worked before an employee's regularly scheduled starting time shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.2 All time worked on an employee's regularly scheduled days off shall be paid for at the rate of two (2) times the straight-time rate of pay.

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

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

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

- A. If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee shall receive the maximum salary of the lower range.
- B. If the rate of pay received in the higher class is within the salary range for the lower class, the employee shall receive that salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class; provided however, the employee shall receive not less than the minimum salary of the lower range.

4.2.9 An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary rate of the lower range which is nearest to the salary rate to which he/she was entitled in his/her former position without reduction; provided however, such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of City service and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary range, such employee shall receive the salary he/she was receiving prior to such second reduction as an "incumbent" for so long as he/she remains in such position or until the regular salary for the lower class exceeds the "incumbent" rate of pay.

4.2.10 When a position is reclassified by ordinance to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate which shall be determined in the same manner as for a promotion; provided however, if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, he/she shall continue to receive such higher salary as an "incumbent" for so long as he/she remains in position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

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

- A. If the overpayment involved only one (1) paycheck;
 - 1. by payroll deductions spread over two (2) pay periods; or
 - 2. by payments from the employee spread over two (2) pay periods:

employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

- 4.2.2 Those employees who have been given step increases for periodic "work outside of classification" prior to the effective date of this Agreement shall continue at that step but shall not be given credit for future step increases, except as provided for in Section 4.2.1.
- 4.2.3 For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of actual service from the appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the salary range established for the class.
- 4.2.4 In determining actual service for advancement in salary step, absence due to sickness or injury for which the employee does not receive compensation may at the discretion of the City be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the City, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this Section, time lost by reason of disability for which an employee is compensated by Industrial Insurance or Charter disability provisions shall not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.
- 4.2.5 Any increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.
- 4.2.6 Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 4.2.1.
- 4.2.7 Promotions - Effective upon the signature date of this Agreement, an employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed". However, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

ARTICLE 4 - CLASSIFICATIONS AND RATES OF PAY

- 4.1** The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth within Appendix "A" which is attached hereto and made a part of this Agreement.
- 4.1.1** Effective December 31, 2014, the base wage rates, shall be as displayed in the Appendix of this Agreement which includes a 2.0% increase.
- 4.1.2** Effective December 30, 2015, the base wage rates, as displayed in the Appendix of this Agreement will be increased 2.0%.
- 4.1.3** Effective December 28, 2016, the base wage rates as displayed in the Appendix of this Agreement will be increased 2.5%.
- 4.1.4** Effective December 27, 2017, the base wage rates as displayed in the Appendix of this Agreement will be increased 2.75%.
- 4.1.5** The base wage rates referenced above shall be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein.
- 4.2** An employee, upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the position as set forth in the Appendix.
- 4.2.1** An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment, except as otherwise provided for in Section 1.2.11 and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, he/she will receive one-step increment in the higher-paid title; provided that he/she has not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class that were properly paid per Article 5.9 of this Agreement, shall apply toward salary step placement if the

employee faces discharge upon the request of the Union at the end of the thirty (30) calendar day period noted in the Union's "Request For Discharge Letter" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the affected department any information relevant to why the Department should not act upon the Union's written request for the employee's discharge.

3.2.2 In the event the employee has not yet fulfilled the obligation set forth within Sections 3.1 or 3.1.1 or 3.1.2 of this Article within the thirty (30) calendar day period noted in the Request For Discharge Letter, the Union shall thereafter reaffirm in writing to the affected Department Head, with copies to the affected employee and the Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Union rescinds its request of the discharge the City shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the union security obligation within the thirty (30) calendar day period, the Union shall so notify the affected Department Head in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Union has reaffirmed its request for discharge, the affected Department Head shall notify the Union in writing, with a copy to the City Director of Labor Relations and the affected employee, that the Department effectuated the discharge and the specific date such discharge was effectuated, or that the Department has not discharged the employee, setting forth the reasons why it has not done so.

3.3 The City shall deduct from the pay check of each employee who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union or the alternative biweekly Union service fees required of temporary employees per Section 3.1.1. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The Union shall indemnify and save harmless the City against any and all liability resulting from dues deductions.. If an improper deduction is made, the Union shall refund directly to the employee any such amount. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request.

ARTICLE 3 - UNION MEMBERSHIP AND DUES

- 3.1** It shall be a condition of employment that each employee covered by this Agreement shall become and remain a member in good standing of the United Brotherhood of Carpenters and Joiners of America on or before the thirtieth (30th) day of employment. Failure by any such employee to apply for and/or maintain such membership in accordance with this provision shall constitute cause for discharge of such employee; provided however, the requirements to apply for Union membership and/or maintain union membership shall be satisfied by the employee's payment of the regular initiation fee or regular re-initiation fee and the regular dues uniformly required by the Union of its members.
- 3.1.1** A temporary employee may, in lieu of the Union membership requirements set forth within Section 3.1, pay a Union service fee 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.
- 3.1.2** Employees who are determined by the Public Employment Relations Commission to satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.
- 3.2** Failure by an employee to abide by the afore-referenced provisions of this Article shall constitute cause for discharge of such employee; provided however, it shall be the responsibility of the Union to notify the City in writing when it is seeking discharge of an employee for non-compliance with Sections 3.1 or 3.1.1 or 3.1.2 of this Article. When an employee fails to fulfill the union security obligations set forth within this Article, the Union shall forward a "Request For Discharge Letter" to the affected Department Head (with copies to the affected employee and the City Director of Labor Relations). Accompanying the Discharge Letter shall be a copy of the letter to the employee from the Union explaining the employee's obligation under Article 3, Sections 3.1 or 3.1.1 or 3.1.2.
- 3.2.1** The contents of the "Request For Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Sections 3.1 or 3.1.1 or 3.1.2 of Article 3, but provide the employee and the City with thirty (30) calendar days' written notification of the Union's intent to initiate discharge action, during which time the employee may make restitution in the amount which is overdue. Upon receipt of the Union's request, the affected Department Head or designee, shall give notice in writing to the employee, with a copy to the Union and the City Director of Labor Relations that the

ARTICLE 2 – NON DISCRIMINATION

2.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, gender identity, veteran status, political ideology, ancestry or the presence of any sensory, mental or physical handicap unless based on a bona fide occupational qualification reasonably necessary to the operations of the City.

2.1.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement that recently had been occupied by a regular full-time employee who performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

- 1.5 An employee who is worked out of classification or who is promoted on an interim basis from a classification falling under one bargaining unit to another bargaining unit shall remain under the jurisdiction of the initial bargaining unit until such time as his/her promotion becomes permanent.

compensatory time. Scheduling compensatory time shall be by mutual agreement with the supervisor. If the temporary employee does not use his or her accrued compensatory time prior to the termination of the benefits eligible assignment, the compensatory time will be cashed out upon termination of the assignment.

1.2.14 A temporary employee who receives fringe benefits in-lieu-of premium pay may be eligible for the sick leave transfer program.

1.2.15 On an annual basis, the City will provide the Union with a copy of the Temporary Employee Utilization Report.

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

1.4 As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City which is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and or employment programs, vocational rehabilitation programs, work-study and student-intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work-Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.

1.4.1 The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the effective date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the union of such and upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program which involves the performance of bargaining unit work within a given City department, beyond what has traditionally existed, shall not be a cause of (1) a layoff of regular

already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

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

1.2.9 The premium pay provisions set forth within Section 1.2.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (twelve [12] months or twenty-six [26] pay periods), it shall be presumed that the employee's break in service was voluntary.

1.2.10 The City may work temporary employees beyond one thousand forty (1,040) regular hours within any twelve (12) month period; provided however, the City shall not use temporary employees to supplant regular positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 1.2.2, or solely to avoid considering creation of regular positions.

1.2.10.1 In the event that an interim assignment of a temporary employee to a vacant regular position accrues more than one thousand five hundred (1500) hours or accumulates hours in eighteen (18) or more consecutive pay periods, the City shall notify the union that a labor-management meeting shall take place within two (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.

1.2.11 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position without a voluntary break in service greater than thirty (30) days shall have his/her time worked counted for purposes of salary step placement (where appropriate). In addition, a temporary employee who is in a term-limited assignment shall receive service credit for layoff purposes if the employee is immediately hired (within thirty (30) business days without a break in service) into the same job title and position after the term is completed.

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

1.2.13 A temporary employee who has worked one thousand forty (1,040) straight-time hours and is receiving benefits from the City may by mutual agreement be allowed to accrue compensatory time if the work unit in which the temporary employee is assigned has a practice/policy of accruing

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

1.2.6 Premium pay set forth within Section 1.2.2 shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave, holiday pay, funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 1.2.2.2, 1.2.3, and 1.2.4.

1.2.7 The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide all fringe benefits covered by the premium pay set forth within Section 1.2.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 1.2.2 shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Section 1.2.2 shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four point eight one percent (4.81%) which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 1.2.2 where it has

continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the requirements stated in this Section, a temporary employee shall also be allowed to elect this option during any subsequent open enrollment period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical, dental and vision coverage and shall not be able to participate again while employed by the City as temporary unless he or she is converted from receiving premium pay to receiving benefits. If a temporary employee's hours of work are insufficient for their pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

1.2.3.1 Cumulative sick leave computed at the rate of 0.33 hours for all hours worked and with all benefits and conditions required by Ordinance 123698 shall be granted to all temporary employees not eligible for fringe benefits pursuant to SMC 4.20.055 (C), except that "work study" employees as defined by the administrative rules promulgated by the Seattle Office of Civil Rights shall not be eligible for the sick leave benefit.

1.2.4 Holiday Work for Non-Benefits-Eligible Temporary Employees - A temporary employee who works on any of the specific calendar days designated by the City as paid holidays shall be paid at the rate of one and one-half (1½) times his/her regular straight-time hourly rate of pay for hours worked during his/her scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1½) times the employee's regular straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.

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

- A. To qualify for a holiday pay, the employee must be on active pay status the normally scheduled workday before or after the holiday as provided by Section 6.2
- B. Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary employee's normal day off, he or she shall be eligible for another day off, with pay during the same workweek.

which he/she is employed. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Article 4.2.1 and 4.2.4 and 4.2.5.

1.2.2 Premiums Applicable Only To City Of Seattle Temporary Employees who are not in benefits-eligible assignments - Each temporary employee shall receive premium pay as hereinafter set forth based upon the corresponding number of cumulative non-overtime hours worked by the temporary employee unless the employee is in a benefits eligible assignment:

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

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

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

D. ...2,081st hour + 20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty-five percent [25%] premium pay.)

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

1.2.2.1 Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service as set forth within Section 1.2.8. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

1.2.2.2 The premium pay in Section 1.2.2 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.

1.2.3 Medical, Dental and Vision Coverage to Temporary Employees who are not in Benefits-Eligible Positions - Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, the employee may within ninety (90) calendar days thereafter elect to participate in the City's medical, dental and vision insurance programs by agreeing to pay the required monthly premium. To participate, the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must

- D. A less than half-time assignment for seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year, but may be extended up to one thousand three hundred (1300) hours once every three years and may also be extended while the assignment is in the process of being converted to a regular position; or
- E. A term-limited assignment for a period of more than one (1) but less than three (3) years for time-limited work related to a specific project, grant or other non-routine substantial body of work, or for the replacement of a regularly appointed employee when that employee is absent on long-term disability time loss, medical or military leave of absence.

1.1.6.1 Temporary Employees – When the city needs additional employees, it reserves the right to hire from its own recruiting sources. Generally, however, this practice shall include a call to the Union.

1.1.7 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:

1.1.7.1 Interim and short term assignments after one thousand forty (1,040) regular straight time hours for the remainder of the assignment unless the Seattle Human Resources Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker.

1.1.7.2 Term-limited assignments starting with the first day and for the duration of the assignment.

1.1.7.3 Any assignment that the appointing authority has proposed be converted to regular position authority regardless of the number of hours worked.

1.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.2; 1.2.1; 1.2.2; 1.2.2.1; 1.2.2.2; 1.2.3; 1.2.3.1; 1.2.4; 1.2.5; 1.2.6; 1.2.7; 1.2.8; 1.2.9; 1.2.10; 1.2.10.1, 1.2.11; 1.2.12, 1.2.13, 1.2.14; 1.2.15; 3.1.1; 5.1.1; 5.1.2; 5.1.3; 5.2; 5.4.2; 5.6; 5.6.2 (only applies if Temporary Employees are benefited); 14.5; 14.5.1; 14.6.3; 14.10; 14.11; 14.12; 14.13; 14.18; and Article 20, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. 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 Article 20.

1.2.1 Temporary employees who are not in benefits-eligible assignments shall be paid for all hours worked at the first Pay Step of the hourly rates of pay set forth within the appropriate Appendix covering the classification of work in

ARTICLE 1 - RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT

1.1 The City recognizes the Pacific Northwest Regional Council of Carpenters as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington for employees employed within the bargaining unit defined in Appendix A of this Agreement. For purposes of this Agreement, the bargaining unit shall consist of all regular full time, regular part time, temporary full time, temporary part time and probationary employees.

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

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

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

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

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

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

- A. An interim assignment(s) of up to one (1) year to a vacant regular position to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or
- B. An interim assignment for short-term replacement of a regular employee of up to one (1) year when the incumbent is temporarily absent; or
- C. A short-term assignment of up to one (1) 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

THIS AGREEMENT is by and between THE CITY OF SEATTLE, hereinafter referred to as the City, and the PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS, hereinafter referred to as the Union.

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PREAMBLE

A G R E E M E N T

by

and

between

THE CITY OF SEATTLE

and

THE PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

Effective January 1, 2015 through December 31, 2018

- A.6 For calendar years 2015, 2016, 2017, and 2018, employees in the Discretionary Pay Program shall receive the same percentage increase as employees in the Step Progression Pay Program. For the term of this Agreement, no employee regarded as incumbent rated for purposes of implementation of the 2014 Agreement shall have his/her salary reduced as provided in Article 6.5. The Union agrees this provision shall be a proper subject of negotiation in subsequent negotiations for a successor Agreement.

APPENDIX A

A.1 **TITLES REPRESENTED:** The Union shall represent Assistant City Prosecutors and Senior Assistant City Prosecutors in the Step Progression and Discretionary Pay Programs.

A.2 Effective December 31, 2014, the hourly rates of the Step Progression Pay Program and the minimum and maximum range of the Discretionary Pay Program shall be as follows:

Step Progression Program	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	31.31	33.20	35.19	37.30	39.54	41.91

Discretionary Pay Program	<u>Minimum</u>	<u>Maximum</u>
	41.92	54.48

A.3 Effective December 30, 2015, the hourly rates of the Step Progression Pay Program and the minimum and maximum range of the Discretionary Pay Program shall be as follows:

Step Progression Program	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	31.94	33.87	35.89	38.04	40.33	42.75

Discretionary Pay Program	<u>Minimum</u>	<u>Maximum</u>
	42.76	55.57

A.4 Effective December 28, 2016, the hourly rates of the Step Progression Pay Program and the minimum and maximum range of the Discretionary Pay Program shall be as follows:

Step Progression Program	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	32.74	34.71	36.79	38.99	41.33	43.82

Discretionary Pay Program	<u>Minimum</u>	<u>Maximum</u>
	43.83	56.96

A.5 Effective December 27, 2017, the hourly rates of the Step Progression Pay Program and the minimum and maximum range of the Discretionary Pay Program shall be as follows:

Step Progression Program	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	33.64	35.67	37.80	40.07	42.47	45.02

Discretionary Pay Program	<u>Minimum</u>	<u>Maximum</u>
	45.03	58.53

ARTICLE 21 - TERM OF AGREEMENT

- 21.1 All terms and provisions of this Agreement shall become effective upon signature of both parties unless otherwise specified elsewhere, and shall remain in full force and effect through December 31, 2018. 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, 2018. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.
- 21.2 Notwithstanding the provisions of section 20.1, in the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated or unless consistent with RCW 41.56.123 the City serves the Union with ten (10) days' notice of intent to unilaterally implement its last offer and terminate the existing Agreement.

Signed this _____ day of _____, 2016

For WSCCCE, AFSCME, AFL-CIO

For the City of Seattle
Executed Under
Ordinance: _____

Audrey Eide, General Counsel

Edward B. Murray, Mayor

For Local 21PA

Nyjat Rose-Atkins, President

David Bracilano,
Labor Relations Director

For the Law Department

Peter S. Holmes, City Attorney

ARTICLE 20 – ENTIRE AGREEMENT

- 20.1 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.
- 20.2 Notwithstanding the provisions of Article 20.1, the Union and the City agree to the following:
- A. A reopener on impacts associated with the Affordable Care Act (ACA);
 - B. For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts;
 - C. For the duration of this agreement, the City agrees to a reopener to discuss the City's compensation philosophy and methods and processes associated with determining wage adjustments, including the City's interest in total compensation.

ARTICLE 19 - SAVINGS CLAUSE

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.

ARTICLE 18 – SUBORDINATION OF AGREEMENT

- 18.1 It is understood that the Parties and the employees of the City are governed by the provisions of applicable federal, state, and local law, and the City Charter. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal, state, or local law or the City Charter are paramount and shall prevail.
- 18.2 It is also understood that the Parties and the employees of the City are governed by applicable City Ordinances, and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

- 17.6 The Union acknowledges that personnel files may be subject to public disclosure and right to privacy provisions of state law. The City's and the Law Department's administration of such provisions is subject to review or challenge through the normal processes for administrative law. Upon receiving a request for all or part of an employee's personnel file, the City or the Law Department will provide third-party notice to affected employees with sufficient time for the employee(s) to pursue legal action to enjoin release of documents.

ARTICLE 17 – PERSONNEL FILES

- 17.1 **Personnel Files:** The City will maintain personnel files for employees, which may include but are not limited to the following:
- A. City File: Kept by the City of Seattle's Human Resources Department primarily containing transactional documents concerning the employee's hiring, classification, salary, benefits, etc.
 - B. Department File: Containing copies of the contents of the SDHR File, evaluations, commendations, disciplinary correspondence, and most other final documents pertaining to the employee's work history and official status within the department.
 - C. Supervisor File: Containing documents deemed by a supervisor to be pertinent to the preparation of the employee's periodic evaluations and work performance.
 - D. Medical Information File: Contains confidential medical information related to the employee's employment with the City such as that required for reasonable accommodation under the American's with Disabilities Act (ADA).
- 17.2 Nothing will preclude individual supervisors or employees from keeping personal notes to aid them in the performance of their supervisory or other work responsibilities, nor shall such notes be considered personnel files for the purposes of this Agreement.
- 17.3 The City and the Law Department agree that the contents of personnel files shall be kept confidential to the extent provided by law. The City and the Law Department will seek to respect the employee's right to privacy and will use the information within personnel files for normal business purposes limited to persons authorized to have access and needing to know such information.
- 17.4 Employees have the right to inspect their own personnel files according to the terms and conditions of RCW 49.12.240 and 250 and to request a copy of documents in the file.
- 17.5 Materials to be placed into an employee's personnel file relating to job performance or personal conduct shall be brought to his or her attention with copies provided to the employee upon request. Employees who challenge material included in their personnel files may submit material relating to the challenge that will be inserted into their personnel file. Employees may also request removal of documents from their personnel files and may insert rebuttal information if removal is denied.

ARTICLE 16 – WORK STOPPAGES AND CITY PROTECTION

- 16.1 The City and the Union agree that the public interest requires efficient and uninterrupted performance of all services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, during the term of this Agreement the Union shall not cause or condone any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with the functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.
- 16.2 Upon notification in writing by the City to the Union that any of its members are engaged in such a work stoppage, the Union shall immediately in writing order such members to immediately cease engaging in such work stoppage and provide the City with a copy of such order. In addition, if requested by the City, a responsible official of the Union shall publicly order such to cease engaging in a work stoppage.

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 any persons designated to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the Union, the City Director of Labor Relations, and the City Attorney shall be so informed by the ADR Coordinator. If the grievance is not resolved through mediation, the Parties shall resume the timeframes of the grievance procedure from the point at which mediation was requested.

- 15.8 **Alternative Dispute Resolution (ADR):** The City and the Union encourage the use of the City's Alternative Dispute Resolution Program or other alternative dispute resolution (ADR) processes to resolve non-contractual workplace conflicts/disputes. Participation in the program or in an ADR process is entirely voluntary and confidential.

be selected by alternately striking names from a list of five (5) arbitrators supplied by the Federal Mediation and Conciliation Service or the Public Employee Relations Commission.

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

- A. The arbitrator will have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement; and his/her power shall be limited to the interpretation or application of the express terms of this Agreement; and all other matters will be excluded from arbitration, including those matters specifically excluded from this grievance and arbitration procedure.
- B. The decision of the arbitrator will be final, conclusive, and binding upon the City, the Union, and the Employee(s) involved.
- C. The cost of the arbitrator will be borne equally by the City and the Union, and each party will bear the cost of presenting its own case.
- D. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.
- E. Any arbitrator selected under Step 3 of this Article will function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.
- F. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

- 15.7 **Mediation:** The Union or the City may at any time submit a written request for voluntary mediation assistance to the City Director of Labor Relations with a copy to the Alternative Dispute Resolution (ADR) Coordinator except that a request for mediation shall not substitute for a timely grievance submittal or response. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process including that the Parties voluntarily agree to participate in mediation, then, 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. Other persons may attend with the permission of the mediator(s) and both

Step 1: The grievance shall be submitted in writing by the aggrieved employee and/or the Union within twenty (20) business days of the alleged contract violation to the Chief of the Criminal Division with a copy to the City Attorney. The employee and/or the Union representative will identify in the written grievance the section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The parties agree to make every effort to settle a grievance at this stage promptly. The Chief or supervisor may consult with such other persons as is necessary to resolve or respond to the grievance, and may arrange for a grievance meeting with the employee and/or Union representative. The Chief of the Criminal Division will answer the grievance in writing within ten (10) business days of receipt of the grievance or of a grievance meeting.

Step 2: If the grievance is not resolved as provided in Step 1 above or if the grievance is initially submitted at Step 2 per section 15.2, the grievance shall be reduced to written form, which shall include the same information specified in Step 1 above. The grievance shall be forwarded within ten (10) business days after receipt of the Step 1 answer or if the grievance is initially submitted at Step 2, it shall be submitted within twenty (20) business days of the alleged contract violation. Said grievance shall be submitted by the employee and/or the Union to the City Director of Labor Relations with a copy to the City Attorney. The Director of Labor Relations or his/her designee shall investigate the grievance and, if deemed appropriate, may convene a meeting between the appropriate parties. He/she shall thereafter make a confidential recommendation to the City Attorney who will in turn give the employee and/or the Union an answer in writing within twenty (20) working days after receipt of the grievance or the meeting between the parties.

Step 3: If the grievance is not settled at Step 2, either of the signatory parties to this Agreement may submit the grievance to binding arbitration.

Within twenty (20) business days of the Union's receipt of the City's Step 2 response or the expiration of the City's time frame for responding at Step 2, the Union may file a Demand for Arbitration with the City's Director of Labor Relations with a copy to the City Attorney. Demands for Arbitration will be accompanied by the following information:

- A. Identification of sections of the Agreement allegedly violated.
- B. Nature of the alleged violation.
- C. Remedy sought.

After the Demand for Arbitration is filed, the City and the Union will meet to select, by mutual agreement, an arbitrator to hear the parties' dispute. In the event the parties are unable to agree upon an arbitrator, then the arbitrator shall

ARTICLE 15 – GRIEVANCE PROCEDURE

- 15.1 Any dispute between the City and the Union or between the City and any employee concerning the interpretation, application, claim of breach, or violation of the express terms of this Agreement shall be deemed a grievance, provided that such claims regarding the Nondiscrimination Statement shall not be subject to the Grievance and Arbitration procedure detailed herein.
- 15.2 Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding that grievances will be filed at the Step in which there is authority to adjudicate, provided the Chief of the Criminal Division and the City Attorney are notified. The City will not impede, restrain, interfere with, coerce, discriminate, or take actions of reprisal against a Union member who seeks adjudication of a grievance.
- 15.3 Grievances processed through Step 2 of the grievance procedure will be heard during normal City work hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal City work hours will be allowed to do so without suffering a loss in pay, and shall have the right to have a Union Representative present at any meeting. Excluding legal counsel and the grievant, no more than one (1) Union representative may attend the grievance meeting except with the agreement of the City's representative convening the meeting.
- 15.4 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing. Failure by an employee and/or the Union to comply with any time limitation of the procedure in this Article will constitute withdrawal of the grievance. Failure by the City to comply with any time limitation of the procedure in this Article will allow the employee and/or the Union to proceed to the next Step without waiting for the City to reply at the previous Step, except that individual employees may not process a grievance beyond Step 2 as such decision is reserved exclusively for the Union.
- 15.5 Employees may submit a grievance in accordance with this Article and have such grievance adjusted without the intervention of the Union provided such adjustment is consistent with the terms and conditions of this Agreement and the Union has been given reasonable opportunity to be present at any meeting called for the resolution of the grievance. Nothing in this section shall be construed so as to grant individual employees the right to proceed to arbitration.
- 15.6 The following outline of procedure is written as for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.

ARTICLE 14
REDUCTION IN FORCE AND REAPPOINTMENT

- 14.1 Reduction(s) in the work force for lack of funds, lack of work, or reorganization of the office are a management prerogative and within the sole discretion of the City Attorney or designee and shall not be subject to the grievance and arbitration procedure of this Agreement. If a reduction in force is to occur, the City agrees to meet with the Union to discuss the reductions(s) as soon as reasonably possible.
- 14.2 The City Attorney or designee shall normally provide written notice to employees who are to be reduced at least eight (8) weeks prior to the effective date of the reduction. If the employee is eligible for rehire, he/she will be told in writing. It will be the employee's responsibility to contact the department regarding future hiring needs. The fact that an employee is eligible for rehire does not constitute a guarantee that the employee will be rehired if there is an opening.
- 14.3 Employees whose separation from employment was for the reasons specified in 14.1; who were notified in writing that they are eligible for rehire; and who apply for rehire either within two (2) years of the date of separation or before the expiration of this Agreement, whichever occurs first, shall be considered for rehire before consideration is given to hiring any external candidates.
- 14.4 An employee who is reduced in force and subsequently rehired by the Law Department within two (2) years of the reduction shall have all sick leave accrued at the time of such reduction restored and shall begin accruing vacation leave benefits at the same rate as when the reduction occurred; additionally, the employee's service date shall reflect the full amount of service in the Law Department from the time of original regular appointment to the time of reduction.
- 14.5 **Reappointment:** Following an election or reelection, the City Attorney/City Attorney-elect, or designee shall normally provide written notice to employees who will not be reappointed to a position in the Law Department at least two (2) weeks prior to the anticipated end date of the employee's employment. A decision to not reappoint an employee shall be regarded as a non-disciplinary separation.
- 14.6 Nothing in this Article is intended to limit or modify an employee's status as an at-will employee of the Law Department.

than the Law Department may impose fines, sanctions, or other obligations upon employees. Employees agree to comply with all final orders of such organizations

ARTICLE 13 – BENEFITS AND RESPONSIBILITY

- 13.1 **Bar Dues:** For each employee the City will pay dues for the Washington State Bar Association and, if requested by the employee, one (1) section of the Washington State Bar Association and the Washington State Association of Municipal Attorneys.
- 13.2 **Training Funds:** Law Department funds that are budgeted for training will be made available to employees at the discretion of the City Attorney or designee, provided that the City Attorney or designee may reapportion such funds to address special training needs or opportunities that may arise.
- 13.3 **Court Sanctions, Bar Complaints and Arrests:**
- A. The City will pay any sanctions, terms, or fines levied by any court against employees for acts or omissions committed by them in good faith and within the scope of their official duties.
 - B. Employees shall notify the Criminal Division Chief within one (1) business day of any arrest or of receiving a motion or other request for court sanctions or a Bar complaint being levied against them.
- 13.4 **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.
- 13.5 The City and the Union expressly acknowledge and recognize the unique status of Assistant City Prosecutors as lawyers and officers of the court. As such, employees will be and remain members in good standing of the Washington State Bar Association and will otherwise at all times comport themselves in conformity with their oath-based obligations and responsibilities, including those imposed by the Rules of Professional Conduct. Nothing in this Agreement will be construed so as to interfere with, inhibit, or otherwise affect the obligations and responsibilities of Assistant City Prosecutors as lawyers.
- 13.6 Nothing in this Agreement is intended to limit or alter the obligations of employees under the Washington Rules of Professional Conduct for attorneys, the Seattle Municipal Code including SMC 3.10 related to ethics and elections, or any other law, ordinance, or regulations that would otherwise apply to the employees. The Union acknowledges that agencies and organizations other

Records (RCW Ch. 42.56), the Public Employees Collective Bargaining Act, (RCW Ch. 41.56), and the Criminal Records Privacy Act, (RCW Ch. 10.97), and any other applicable laws.

- 12.5 Where allowable, the City may make available to the Union meeting space or rooms for the purpose of conducting Union business, where such activities would not interfere with the normal work of the office.

ARTICLE 12 – UNION PRIVILEGES

- 12.1 **Bulletin Board:** The Law Department agrees to provide suitable space for the Union on an office bulletin board accessible to employees covered by this Agreement. The Union may post on such board materials relevant to its business and activities including but not limited to notices of Union meetings, Union election returns, appointments to Union offices, and Union recreational or social activities. The Union will not post materials prohibited by SMC 4.16, the City of Seattle Ethics Code.
- 12.2 **New Employee Notice:** The City agrees to provide the Union with notice of hiring of any new, employees within five (5) working days of commencement of employment, and within fifteen (15) working days of receipt of a written request from the Union to provide lists of current Union positions.
- 12.3 Union members shall be provided the following:
- A. **Email:** Union officers and members may make reasonable use of the City's electronic mail system to communicate regarding official Union business. Such communication shall comply with the policies of the Department of Information Technology and the City Attorney's Office regarding E-mail and Internet Use and Computer and Network Use.
 - B. **Negotiations:** Union negotiating team members may attend negotiation meetings during the workday with the understanding that they are salaried employees and may exercise reasonable discretion in the use of their time as long as they continue to meet expectations and standards regarding productivity and Court schedules. The City does not intend to compensate members for time spent in Union related activities.
 - C. **Labor-Management Committee Meetings:** Union members may attend labor-management committee meetings during the workday with the understanding that they are salaried employees and may exercise reasonable discretion in the use of their time as long as they continue to meet expectations and standards regarding productivity and Court schedules. The City does not intend to compensate members for time spent in Union -related activities.
- 12.4 **Grievance Resolution:** Designated Union representatives shall be permitted a reasonable amount of work time to conduct grievance resolution with the understanding that they are salaried employees and may exercise reasonable discretion in the use of their time as long as they continue to meet expectations and standards regarding productivity and Court schedules. Designated representatives of the Union shall have reasonable access to work areas and to the personnel records of members of the bargaining unit while in the process of investigating and resolving grievances subject to the provisions of the Public

domestic partner of the brother or sister of the spouse or domestic partner of
such employee

- C. **If the eligible-to-retain employees vote to reject the VEBA**, all employees who retire from City service shall be ineligible to place their sick leave cash out into a VEBA account. Instead, employees shall either:
1. Cash out their unused accumulated sick leave balance at 35% and deposit those dollars into their deferred compensation account. Note: Annual limits for deferred compensation contributions as set by the IRS apply.
 2. Cash out their unused accumulated sick leave balance at 25% and receive the dollars as cash on their final paycheck.
- D. **Sabbatical Leave and VEBA:** Employees who accept the VEBA and who meet the eligible-to-retain criteria are not eligible to cash out their sick leave at 25% as a part of their sabbatical benefit. Employees who do not meet the eligible-to-retain criteria may cash out their sick leave at 25% in accordance with the sabbatical benefit.

11.8 Funeral Leave:

- A. Regular employees shall be allowed up to eight (8) hours 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, an additional eight (8) hours with pay shall be allowed. Funeral leave is pro-rated for a part time employee based on his or her normal work schedule.
- B. Upon receipt of a written request stating the reasons therefore, the City Attorney or designee may authorize additional leave not to exceed an additional thirty-two (32) hours chargeable to the sick leave account of the employee. However, no combination of paid leave under this section shall exceed forty (40) hours for any one (1) period of absence. The amount of funeral leave and sick leave combined for which a part-time employee is eligible shall be pro-rated based on his or her normal work schedule.
- C. For the purpose of attending the funeral of a relative other than a close relative, the City Attorney or designee may authorize use of sick leave not to exceed five (5) days chargeable to the sick leave account of an employee. The amount of sick leave for which a part-time employee is eligible shall be pro-rated based on his or her normal work schedule.
- D. For purposes of this section, 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 the spouse or

- I. The City Attorney or designee may also require that a request for paid sick leave to cover absences greater than four days for reasons set forth under Article 11.4.G of this Agreement be supported by verification that the employee or employee's family member is a victim of domestic violence, sexual assault, or stalking, and that the leave taken was for a reason eligible as set out in RCW 49.76.030. An employee may satisfy such request by providing documentation as set out in RCW 49.76.040(4).
- 11.5 Employees may be required to provide certification from a health care provider that an absence was due to a health related reason when reasonable grounds exist to suspect sick leave abuse or misuse.
- 11.6 Upon service retirement from the City, twenty-five percent (25%) of an employee's unused sick leave accumulation may be cashed out to the employee at the rate of one (1) hour's pay for every four (4) hours of accumulated and unused sick leave. The employee forfeits all four (4) hours exchanged for each one (1) hour of pay.
- 11.7 **Voluntary Employee Benefit Account (VEBA):** Employees who participate in the City of Seattle Retirement System, and who are eligible to retire shall participate in a vote administered by the Union to determine if the VEBA benefit shall be offered to employees who elect to retire. 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:
 1. 5 – 9 years of service and are age 62 or older
 2. 10 – 19 years of service and are age 57 or older
 3. 20 – 29 years of service and are age 52 or older
 4. 30 years of service and are any age

For purposes of identifying all potential eligible-to-retain employees, the City shall create a list of employees who are in the City's HRIS system as age 45 or older and will provide this list to the Union so that the Union can administer the vote.

- B. **If the eligible-to-retain employees vote to accept the VEBA,** then all employees who retire from City service shall either:
 1. Place their sick leave cash out at 35% into their VEBA account, or
 2. Forfeit the sick leave cash out altogether. There is no minimum threshold for the sick leave cash out.

Employees who accept the VEBA are not eligible to deposit their sick leave cash out into their deferred compensation account or receive cash.

**ARTICLE 11 – SICK LEAVE, SICK LEAVE CASH OUT VEBA, AND
FUNERAL LEAVE**

- 11.1 **Sick Leave:** For eligible employees, sick leave credit shall accumulate at the rate of 0.046 hours for each hour on regular pay status as shown on the payroll, not to exceed eighty (80) hours per pay period.
- 11.2 "Regular pay status" is defined as regular straight-time hours of work in addition to any paid time off such as vacation leave, sick leave, holiday time off, and any unpaid leave that the employee may be entitled to pursuant to applicable federal, state or local law.
- 11.3 An employee who is eligible for sick leave benefits shall accrue sick leave from the date of entering City service or the date upon which the employee became eligible, but shall not be entitled to use sick leave with pay during the first thirty (30) days of employment. Employees may accumulate an unlimited amount of sick leave.
- 11.4 Sick leave 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 of the employee due to pregnancy and/or childbirth.
 - C. Employee medical or dental appointments.
 - D. Care of family members as required of the City by federal, state, or local law or as defined and provided for in the City's Personnel Rules.
 - E. Employee absence from a worksite that has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material.
 - F. Employee absence from work to care for a child whose school or place of care has been closed by public official to limit exposure to an infectious agent, biological toxin or hazardous material..
 - G. Eligible reasons related to domestic violence, sexual assault, or stalking as set out in RCW 49.76.030..
 - H. Upon request by the City Attorney or designee, an employee shall provide documentation verifying cancellation of his or her child's school, day care, or other childcare service or program for sick leave use for reasons authorized in Article 11.4.F of this Agreement.

- 10.6 **Long-Term Disability:** The City will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The City will pay the full monthly premium cost of a Base Plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollar (\$667.00) base monthly wage. Employees may purchase through payroll deduction an optional Buy-Up Plan with a ninety (90) day elimination period, which insures sixty percent (60%) 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.
- A. During the term of this Agreement, the City may, at its discretion, change or eliminate the insurance carrier for any of the long-term disability benefits covered by this section and provide an alternative plan through either self-insurance or another insurance carrier. However, the long-term disability benefit level shall remain substantially the same.
- B. The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2015 for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within this section.
- 10.7 **Long-term Care:** The City may offer an option for employees to purchase a group long-term care insurance benefit for themselves and certain family members, provided it is available in the insurance market.
- 10.8 **State, and/or Federal Legislation:** If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this Agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.
- 10.9 **Flexible Spending Accounts:** The City will continue to provide Health Care and Dependent Care Flexible Spending Accounts to the extent permitted and allowed by City and IRS rules and regulations, and as specified by City and IRS rules and regulations.
- 10.10 **Labor-Management Health Care Committee:** A Labor-Management Health Care Committee was established and became effective January 1, 2001, by the parties. This Committee is responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall operate and exercise its appropriate decision-making authorities consistent with said Memorandum of Agreement, and decide whether to administer other City-provided insurance benefits.

years 2015, 2016, 2017, and 2018, 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.

- 10.2 **Premium Cost Sharing:** The City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.
- 10.3 **Eligibility:** An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 10.1 or similar programs as determined by the Labor-Management Health Care Committee.
- 10.4 **Retiree Health Care:** Employees under the age of 65 who retire from City service shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.
- 10.5 **Life Insurance:** The City shall offer a voluntary Group Term Life Basic Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium refunds received by the City from the voluntary Group Term Life Basic Insurance option shall be administered as follows:
- A. During the term 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 the employees participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.
 - B. Whenever the Group Term Life Insurance Fund contains substantial rebate monies earmarked pursuant to this section to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.
 - C. The City may offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.

reasons by submitting a written request to his or her supervisor. If denied, the reason(s) shall be provided to the employee in writing.

- 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 the employee has previously accrued before beginning such a leave.
 - C. With the approval of the City Attorney or designee, an employee granted an unpaid personal leave of absence need not exhaust any unused vacation leave before beginning an unpaid leave of absence. The City Attorney or designee may, however, deny the use of vacation leave requested for medical or health reasons.
 - D. All terms and conditions of an unpaid leave of absence including whether the employee's position will be held for his or her return shall be established in writing by the City Attorney or designee before the commencement of the leave.
- 9.18 **Reinstatement:** Except as provided in this Agreement, an employee shall have no greater right to reinstatement or other benefits and conditions of employment than if the he or she had been continuously employed during the leave period.
- 9.19 **Paid Parental Leave:** Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.
- 9.20 **Paid Leave for 2010 Furloughs:** Employees who furloughed in 2010 shall receive the same number of leave hours taken in 2010 and those hours will be split equally to be used in 2016 and 2017. In no case shall employees receive more than eighty (80) hours leave. Employees shall take the leave provided under this paragraph in full-day increments to the extent possible and the hours will not carry over to the following year. Employee must be in regular or benefit eligible temporary status in order to receive this benefit. In the case that the employee did not take furlough days in 2010 because they had planned to retire, and then elected not to retire and subsequently "paid" for those furlough days, they will be compensated with the same leave

**ARTICLE 10 – HEALTH CARE, LIFE INSURANCE,
LONG TERM DISABILITY AND FLEXIBLE SPENDING ACCOUNTS**

- 10.1 **Medical, Dental, and Vision Care Programs:** Effective January 1, 2015, the City shall provide medical, dental, and vision plans (with Group Health, Aetna Traditional, Aetna Preventive, and Washington Dental Service as self-insured plans, and 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

G. Employees who have been suspended shall not be eligible for merit leave for the year in which the suspension occurred.

9.14 **Military Leave:** Military leave shall be granted as provided in RCW 38.40.060, or other applicable law, for periods of active duty or active training duty, including weekend drills, not exceeding a total of twenty-one (21) workdays during each year beginning October 1st and ending the following September 30th, provided the request for such leave is in writing and accompanied by a validated copy of military orders. Employees entering military service for more than twenty-one (21) days, who have requested leave as prescribed above, shall be granted leave as provided by applicable state and federal statutes. Such leave will be in addition to any vacation leave to which an employee might otherwise be entitled.

9.15 **Pay for Deployed Military:**

- A. An employee 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.
- B. An employee who is ordered to active military duty by the United States government and who has exhausted his or her annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

9.16 **Sabbatical Leave:** Regular employees covered by this Agreement shall be eligible for sabbatical leave as provided in Personnel Rule 7.4.

9.17 **Unpaid Leave of Absence:** 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 as follows:

- A. Employees may request an unpaid leave of absence for personal or medical

9.12 Executive Leave:

- A. Full-time employees shall receive thirty-two (32) hours of paid executive leave annually. Part-time employees shall receive executive leave proportionate to their part-time status annually. For example, a 75% employee shall receive 75% of thirty-two hours, or twenty-four (24) hours annually.
- B. Executive leave is prorated for employees who become eligible following the first full pay period in January at the rate of one (1) day of executive leave for each calendar quarter the employee is employed during the first full pay period of the quarter.
- C. Full time employees must use executive leave in increments of eight (8) hours. Part-time employees must use executive leave in increments equivalent to the length of their normal workday.
- D. Executive leave has no cash value and cannot be cashed out or carried over from year to year.

9.13 Merit Leave:

- A. The City Attorney or designee may annually award full-time employees a maximum of forty-eight (48) hours of paid merit leave in recognition of exceptional job performance.
- B. The City Attorney or designee may annually award part-time employees paid merit leave proportionate to their part-time status in recognition of exceptional job performance. For example, a 75% employee may receive up to 75% of forty-eight (48) hours, or thirty-six (36) hours annually.
- C. Full-time employees may be awarded up to forty-eight (48) hours of merit leave regardless of his or her length of service in a given year. Part-time employees may be granted up to their prorated maximum regardless of his or her length of service in a given year.
- D. Merit leave is awarded in December in recognition of the current year's performance. Employees may use the current year's award beginning in January of the year following the year of the award.
- E. Full-time employees must use merit leave in increments of eight (8) hours. Part-time employees must use merit leave in increments equivalent to the length of their normal workday.
- F. Merit leave has no cash value and cannot be cashed out or carried over from year to year.

- 9.5 With department approval, employees may use accumulated vacation leave after completing six (6) months of continuous service or one thousand forty (1,040) hours on regular pay status, whichever is earlier.
- 9.6 In the event an employee's scheduled and approved vacation leave is cancelled, leaving no time to reschedule the vacation leave before the employee's maximum balance is reached, the employee's vacation leave balance will be permitted to exceed the allowable maximum for up to three (3) months for the sole purpose of rescheduling the employee's vacation leave. Such extension of the allowable maximum must be approved by both the City Attorney or designee and the Seattle Human Resources Director. In such cases, the City Attorney or designee shall provide the Seattle Human Resources Director with the circumstances and reasons leading to the need for the extension. Approval shall not be unreasonably denied provided the vacation leave could be taken within the three (3) month period. No extension of the three (3) month period will be allowed.
- 9.7 The minimum increment in which vacation leave may be taken is one (1) hour.
- 9.8 An employee who leaves City service for any reason after more than six (6) months service shall be paid in a lump sum for any unused vacation leave the employee has accrued and not used.
- 9.9 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 paid in a lump sum to the employee's designated beneficiary(ies) or the employee's estate.
- 9.10 Supervisors shall arrange vacation leave for employees on such schedules as will least interfere with the functions of the department but which accommodate the desires of employees to the greatest degree possible in light of the department's staffing needs.
- 9.11 In the event that an employee becomes seriously ill or seriously injured while the employee is on vacation leave and it can be established that the employee is incapacitated due to the illness or injury, the day or days that the employee is sick or injured may, upon the request of the employee, be deducted from the employee's accrued sick leave balance rather than vacation leave balance, and the employee will for all purposes be regarded as though he or she were off work solely for the reason of the illness or injury. Upon request, the employee shall submit medical certification of the illness or injury from the employee's health care provider regardless of the number of days off involved.

**ARTICLE 9 – VACATION, EXECUTIVE, MERIT, MILITARY, AND
SABBATICAL LEAVE, AND UNPAID LEAVE OF ABSENCE**

- 9.1 **Vacation Leave:** For eligible employees, vacation leave shall accumulate at the rate shown in section 9.3 for each hour on regular pay status as shown on the payroll not to exceed eighty (80) hours per pay period.
- 9.2 “Regular pay status” is defined as regular straight-time hours of work in addition to any paid time off such as vacation leave, sick leave, holiday time off, and any unpaid leave that the employee may be entitled to pursuant to applicable federal or state law. 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 leave accrual rates.
- 9.3 Vacation accrual rates shall be as set forth in Table 1. Table 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Table 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

TABLE 1		TABLE 2			TABLE 3	
ACCRUAL RATE		RATE-EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEES			MAXIMUM VACATION BALANCE PER YEARS OF SERVICE	
Hours On Regular Pay Status (RPS)	Vacation Earned Per RPS Hour	Years Of Service	Days	Hours	Years Of Service	Hours
0 through 8320 -----	0.0460	0 through 4	12	96	0 through 4	192
8321 through 18,720 -----	0.0577	5 through 9	15	120	5 through 9	240
18,721 through 29,120 -----	0.0615	10 through 14	16	128	10 through 14	256
29,121 through 39,520 -----	0.0692	14	18	144	15 through 19	288
39,521 through 41,600 -----	0.0769	15 through 19	20	160	20	320
41,601 through 43,680 -----	0.0807	19	21	168	21	336
43,681 through 45,760 -----	0.0846	20	22	176	22	352
45,761 through 47,840 -----	0.0885	21	23	184	23	368
47,841 through 49,920 -----	0.0923	22	24	192	24	384
49,921 through 52,000 -----	0.0961	23	25	200	25	400
52,001 through 54,080 -----	0.1000	24	26	208	26	416
54,081 through 56,160 -----	0.1038	25	27	216	27	432
56,161 through 58,240 -----	0.1076	26	28	224	28	448
58,241 through 60,320 -----	0.1115	27	29	232	29	464
60,321 and over -----	0.1153	28	30	240	30	480
		29				
		30				

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

ARTICLE 8 – HOLIDAYS

- 8.1 The City observes ten (10) official holidays and up to (4) four personal holidays. 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	4th Friday in November
Christmas Day	December 25th
Two Personal Holidays	0-9 years of service
Four Personal Holidays	After completion of 18,720 regular hours

- 8.2 When an official holiday falls on a Sunday, the following Monday shall be observed as the holiday. When an official holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.
- 8.3 Employees who have completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status, or accrue vacation leave at a rate of .0615 or greater on or before December 31st of the current year, shall receive two (2) additional 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.
- 8.4 Personal holidays shall be used in eight (8) hour increments or a pro-rated increment for part-time employees.
- 8.5 Personal holidays have no cash value and cannot be cashed out or carried over from year to year.

exceed forty (40) hours except at the discretion of the City Attorney or designee.

- E. Except at the discretion of the City Attorney or designee as provided in section 7.3.D, when an employee who has reached the maximum accumulation of compensatory time is required or volunteers to work a weekend or holiday Court calendar, that employee shall receive no additional compensatory time, or shall only be eligible to receive the difference between the employee's current balance and the forty (40) hour maximum.
- F. Compensatory time earned for working weekend or holiday Court calendars is not compensation for additional hours worked. Article 7.3 provides a method for employees to document such time worked so that employees may request time off later in exchange for having worked a weekend day or a holiday, and for the department to track such time earned and used. Such compensatory time earned shall have no cash or monetary value and shall not be cashed out under any circumstance.
- G. Employees must use the City's Employee Self-Serve timekeeping system and the appropriate codes within the system to report compensatory time earned and used.
- H. Absences for which an employee intends to request compensatory time shall be subject to the department's normal requesting and approval requirements consistent with all categories of leave.
- I. Compensatory time must be used before vacation leave except where to do so would cause the loss of vacation leave. Compensatory time may be used in lieu of sick leave at the discretion of the City Attorney or designee. Employees may be required to provide certification from a health care provider that an absence for which compensatory time in lieu of sick leave is requested was due to a health related reason.

7.4 Inclement Weather: The discretion employees are allowed to structure their workdays in order to fulfill their professional responsibilities includes during inclement weather. Employees should use their own good judgment in the event of heavy snowfall or ice conditions. Except for sick leave, employees may request paid leave for absences due to inclement weather

**ARTICLE 7 – HOURS OF WORK, OCCASIONAL ABSENCES, WEEKEND AND
HOLIDAY WORK, AND INCLEMENT WEATHER**

- 7.1 As attorneys, Assistant City Prosecutors are exempt from the federal Fair Labor Standards Act (FLSA) and the Washington Minimum Wage Act. It is anticipated that employees will frequently find it necessary to work in excess of forty (40) hours per week. Employees shall fulfill their professional responsibilities with no expectation of overtime compensation, and are allowed discretion in structuring their workday to ensure that they can fulfill those responsibilities.
- 7.2 **Occasional Absences of Less than Four Hours:**
- A. Employees are not required to use paid leave for occasional absences of four (4) hours or less during a workday, and shall be paid their regular salary despite such absence.
 - B. Employees must notify their supervisor in advance of such absences and must schedule such absence to cause the least impact on the department and the employee's ability to produce his or her expected work outcomes.
 - C. In order to meet the needs of the department, employee work outcomes, or where such absences are no longer deemed occasional, employees may be denied permission for such absence or required to reschedule the absence at the discretion of his/her supervisor.
- 7.3 **Weekend and Holiday Court Calendars:**
- A. The Chief of the Criminal Division or designee will normally seek volunteers to work weekend and holiday Court calendars at least thirty (30) calendar days in advance of the need for weekend or holiday work. If there are insufficient volunteers by two weeks before the date on which work must be done, the Chief or designee will assign employees for such work.
 - B. Weekend Court Calendars: Except for employees assigned to work weekend Court calendars as a part of their regular work schedule, any employee who works a weekend Court calendar and who has not otherwise adjusted their work hours in that pay period shall receive eight (8) hours of compensatory time for work performed on duties directly related to that specific weekend Court calendar.
 - C. Holiday Court Calendars: Employees assigned to work a holiday Court calendar shall receive twelve (12) hours of compensatory time for work performed on duties directly related to that specific holiday Court calendar,
 - D. Compensatory time may be accumulated to a maximum of forty (40) hours and in no event shall an employee's total accumulation of compensatory time

and may participate in the City of Seattle's Deferred Compensation Plan as provided in SMC 4.38.010 as amended, and applicable City and IRS rules and regulations.

- B. Effective January 1, 2017 consistent with Ordinance No. 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017. Employees hired on or after shall be eligible to become members of SCERS II, and may participate in the City of Seattle's Deferred Compensation Plan as provided in SMC 4.38.010 as amended and applicable City and IRS rules and regulations.

need for market adjustments determined necessary to address such needs. Increased and/or specialized duties and/or responsibilities shall be defined as duties and/or responsibilities that exceed those typically expected of or assigned to a journey-level employee, such as lead duties and/or responsibilities or training and/or mentoring of new employees.

6.5 Movement from the Discretionary Pay Program to the Step Progression Pay Program: In the event the City Attorney or designee determines that an employee in the Discretionary Pay Program will no longer be assigned increased and/or specialized duties or responsibilities as defined in section 6.4, the salary of such employee may be reduced to Step 6 of the Step Progression Pay Program.

6.6 Transit Subsidy and Payroll Deduction of Parking Costs: The City shall provide a transit subsidy benefit consistent with SMC 4.20.370 as amended, and will continue to provide payroll deduction for the payment of an employee's share of costs for parking in a City-owned facility so that such costs may be paid pre-tax consistent with and subject to applicable City and IRS rules and regulations.

6.7 Travel Expenses: When traveling outside the City at the direction of the City Attorney or designee, employees shall be reimbursed for:

- A. Actual expenses incurred for registration fees for conventions, seminars, or similar events.
- B. Actual expenses incurred or the standard mileage rate set by the Seattle Human Resources Director, if reimbursement for mileage does not exceed the round-trip coach-class airfare of a common carrier.
- C. Actual expenses incurred for meals when travel outside the City is not a routine or normal part of the employee's job and the reimbursement does not exceed the amount established by the City's Finance Director.
- D. Actual expenses for automobile rental or other local transportation.
- E. Actual necessary expenses for lodging, if costs do not exceed the amount set by the City's Finance Director.
- F. Other reasonably necessary expenses related to the City business being performed, including, but not limited to, writing materials, reading materials, and telecommunications.

6.8 Retirement and Deferred Compensation Program:

- A. Employees are eligible to become members of the Seattle City Employees Retirement System (SCERS) as provided in Ordinance 78444, as amended,

ARTICLE 6 – WAGES, TRANSIT BENEFIT, AND TRAVEL EXPENSES

- 6.1 **Salary Upon Hire:** The City Attorney or designee shall have sole discretion to place newly hired employees at a step within the Step Progression Pay Program or at a level in the Discretionary Pay Program commensurate with the new employee's knowledge, skills, years of experience and assigned duties and responsibilities.
- 6.2 **Step Progression and Discretionary Pay Programs:** The salary range and steps of the Step Progression Pay Program, and the minimum and maximum range of the Discretionary Pay Program are set forth in Appendix A.
- 6.2.1 Effective December 31, 2014, wage rates shall be according to Appendix A of this agreement, which includes a 2.0% increase and a 3.5% salary adjustment.
- 6.2.2 Effective December 30, 2015, wage rates shall be according to Appendix A of this agreement, which includes a 2.0% increase.
- 6.2.3 Effective December 28, 2016, wage rates shall be according to Appendix A of this agreement, which includes a 2.5% increase.
- 6.2.4 Effective December 27, 2017, wage rates shall be according to Appendix A of this agreement, which includes a 2.75% increase.
- 6.3 **Advancement within the Step Progression Pay Program:** Employees will automatically advance to the next Step of the Step Progression Pay Program up to Step 6 upon completion of twelve (12) months of actual service at their current Step, provided the employee's most recent annual performance appraisal reflects "meets expectations" or higher level performance in a majority of rating categories.
- A. Actual service shall be defined as one month's service for each month of full-time regular employment, including paid absences. The City Attorney or designee shall have discretion to credit unpaid absences due to sickness or injury at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may be credited at the rate of fifteen (15) calendar days per year at the discretion of the City Attorney or designee.
- B. Salary increases based on actual service shall become effective on the first day following the employee's completion of the time of actual service.
- 6.4 **Assignment to and Advancement within the Discretionary Pay Program:** The City Attorney or designee shall have sole discretion to increase the salary of individual employees to, or within, the Discretionary Pay Program based on the assignment of increased and/or specialized duties and/or responsibilities, recruitment and/or retention, desirable expertise and/or experience, and/or the

- 5.8 Nothing in this Agreement is intended to limit or modify an employee's status as an at-will employee of the Law Department.

**ARTICLE 5 – PERFORMANCE EVALUATIONS,
PERFORMANCE MANAGEMENT, AND REPRESENTATION**

- 5.1 The City Attorney or designee may provide performance expectations to employees orally or in writing at any time.
- 5.2 **Performance Evaluations:** The Law department is committed to assisting employees in meeting performance expectations and will provide employees feedback regarding their performance through formal performance reviews, informal discussions, and letters of expectation as needed. The performance of every employee will be evaluated annually near the end of the calendar year using the criteria generally applied to Assistant City Prosecutors and on a standard evaluation form used by the Law Department for such attorneys.
- 5.3 Employees who in the judgment of the City Attorney have failed to comply with established expectations may be suspended or discharged from employment. If an employee is required to attend a meeting the employee reasonably believes could lead to suspension or discharge from employment, the employee shall have the right to be accompanied by a representative of the Union. If an employee desires representation for such a meeting, the employee must notify the City Attorney or designee. The employee will be allowed a reasonable period of time to secure representation.
- 5.4 Prior to such meeting, the employee will be provided sufficient information to reasonably determine the nature of the meeting and the issue(s). Employees shall be advised as to the outcome of such a meeting within a reasonable period of time.
- 5.5 No employee shall be suspended or discharged from employment without first being provided written notice of the reason(s), including the information upon which the action is being contemplated, and an opportunity to meet with the City Attorney prior to a final determination in order to provide any information the employee wishes to provide regarding the action being contemplated. The employee may submit any information the employee deems relevant. If requested by the employee, such information will be placed in the employee's personnel file.
- 5.6 The City and the Union agree that it is in their mutual interests to maintain the confidentiality of such proceedings to the extent that circumstances may reasonably allow, and to complete such proceedings as expeditiously as circumstances allow.
- 5.7 The right to representation shall not extend to discussions with an employee in the normal course of business, such as giving instructions, assigning or evaluating work, informal discussions, delivery of paperwork, staff, or work unit meetings, or other routine communications with an employee.

ARTICLE 4 – LABOR-MANAGEMENT COMMITTEE

The Union and the City Attorney agree to hold labor-management meetings as necessary. A meeting may be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this Agreement. The purpose of labor-management meetings is to deal with matters of general concern to both the Union and management.

- 3.11 The Union will administer the provisions of this Article with regard to membership 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 to the employees covered by this Agreement shall not be subject to the grievance and arbitration procedures set forth in this Agreement.
- 3.12 The Union agrees to indemnify and save harmless the City from any and all liability arising from disputes concerning this Article provided this indemnity and/or save harmless shall not apply to any negligence or wrongful act of the City in administering its obligations under this Article.

reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

- 3.8 Failure by an employee to abide by the afore-referenced provisions shall constitute reason for discharge of such employee; provided, however, it shall be the responsibility of the Union to notify the City in writing when it is seeking discharge of an employee for noncompliance with sections 3.5 and 3.6 of this Article. When an employee fails to fulfill the Union security obligations set forth within this Article, the Union shall forward a "Request for Discharge Letter" to the City Attorney with copies to the affected employee and the City Director of Labor Relations. Accompanying the Discharge Letter shall be a copy of the letter to the employee from the Union explaining the employee's obligation under Article 3.
- 3.9 The "Request for Discharge Letter" shall specifically request the discharge of the employee for failure to abide by sections 3.5 and 3.6 of Article 3, but provide the employee and the City with thirty (30) calendar day's written notification of the Union's intent to require discharge, during which time the employee may make restitution in the amount which is overdue. Upon receipt of the Union's request, the City Attorney or designee, shall give notice in writing to the employee, with a copy to the Union and the City Director of Labor Relations, that the employee faces discharge upon the request of the Union at the end of the thirty (30) calendar day period noted in the Union's "Request for Discharge Letter" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the City Attorney any information relevant to why the City Attorney should not act upon the Union's written request for the employee's discharge.
- 3.10 In the event the employee has not yet fulfilled the obligation set forth within the aforementioned sections of this Article within the thirty (30) calendar day period noted in the Request for Discharge Letter, the Union shall thereafter reaffirm in writing to the City Attorney, with copies to the affected employee and the City Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Union rescinds its request for the discharge, the City Attorney shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the Union security obligation within the thirty-(30) calendar day period, the Union shall so notify the City Attorney in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Union has reaffirmed its request for discharge, the City Attorney shall notify the Union in writing, with a copy to the City Director of Labor Relations and the affected employee, that the City has effectuated the discharge and the specific date such discharge was effectuated, or that the department has not discharged the Employee, setting forth the reason why it has not done so.

ARTICLE 3 – UNION SECURITY

- 3.1 The Union has the right to encourage all employees in the bargaining unit to become and remain members in good standing of the Union, and the Union accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.
- 3.2 The City shall deduct from the paycheck of each employee who has so authorized it the regular dues uniformly required of members of the Union, or an agency fee. The amounts deducted shall be transmitted to the Union on behalf of the employees involved on the payday following each pay period. Authorization by the employee shall be on a form approved by the parties and may be revoked by the employee upon request.
- 3.3. 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.
- 3.4 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 of the following information: name, address, job classification, job location, and date of hire into the bargaining unit.
- 3.5 All employees covered by this Agreement who voluntarily are, or who voluntarily become, members of the Union 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 during the term of this Agreement.
- 3.6 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 the regular monthly dues uniformly required of members, or shall pay an amount determined by the Union in compliance with the requirements of applicable law to the Union as an agency fee. 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.
- 3.7 Employees covered by this Agreement who have a religious objection to Union membership that satisfies the religious exemption criteria set forth in applicable law shall pay an amount equivalent to regular Union dues and/or agency fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union do not

to implementation. The Union will give such notice within thirty (30) calendar days of receiving notice of the changes from the City Attorney or designee. The City Attorney or designee may assume that the changes are acceptable to the Union if no demand for bargaining is made within that time. If a demand to bargain is made within that timeframe, the parties will commence negotiations in a timely manner.

ARTICLE 2 – RIGHTS OF MANAGEMENT

- 2.1 **Retained Rights:** The management of the Law Department and its employees are vested by the City Charter exclusively in the City Attorney. Except where limited by an express provision of this Agreement, the City Attorney has the sole right to manage and direct all operations of the Law Department and to control its budget in an effective manner. A nonexclusive listing of examples of such rights includes the rights:
- A. To appoint, hire, assign, transfer, promote, discipline, or discharge employees;
 - B. To determine the methods and personnel necessary for providing services of the Law Department, including the creation and execution of policy; changes in the exercise of prosecutorial discretion; increase or diminution or change of operations and the introduction of any new, improved, or automated methods or equipment;
 - C. To set standards of work performance and to evaluate work performance;
 - D. To determine work schedules and the location of work assignments and offices;
 - E. To contract for any and all services on the basis of: 1) the need for specialized expertise, 2) cost savings to the City, or 3) workload(s) above the capacity of the work force. Before contracting for bargaining unit work, the Department will normally provide thirty (30) calendar days' notice to the Union, which shall include a description of the services to be performed and an explanation of the reason(s) for the action.
 - F. To temporarily assign employees to a specific job or position outside the bargaining unit or out-of-class;
 - G. To assign attorneys from other Law Department units to perform work in the Criminal Division on an emergency or temporary basis not to exceed six (6) months unless a longer period of time is mutually agreed upon, without incurring any obligation of the City or of the assigned employee to the Union subject to Article 1; and
 - H. To take actions necessary in emergencies to assure the proper functioning of the Law Department.
- 2.2 **Notice and Opportunity to Bargain:** The City Attorney or designee will notify the Union of changes to wages, hours, or working conditions prior to implementation. The Union may agree to the changes or may give notice to the City Attorney or designee of its intent to negotiate the changes or their effect prior

ARTICLE 1 – RECOGNITION AND BARGAINING UNIT

- 1.1 The City hereby recognizes the Union as the exclusive collective bargaining representative for collective bargaining purposes of all regular full-time and part-time Assistant City Prosecutors of the City of Seattle in the Criminal Division of the City Attorney's Office, excluding supervisors, confidential employees, and all other employees.
- 1.2 The terms "employee," "Assistant City Prosecutor" and "Union member" shall not be defined to include temporary employees, interns, externs, or volunteers.
- 1.3 The Parties recognize that providing opportunities for law students and attorneys to serve as interns, externs, and volunteers is a valuable service, both to the legal community and to the City. The Law Department therefore retains the right to use interns, externs, and volunteers to the extent it deems appropriate.

NONDISCRIMINATION STATEMENT

The City and the Union agree that neither Party will unlawfully discriminate against any employee because of race, color, age, sex, marital or military status, sexual orientation, political ideology or affiliation, creed, religion, ancestry, national origin, participation or lack of participation in Union activities, or the presence of any sensory, mental, or physical disability, unless based on a bona fide occupational qualification to the extent allowed by applicable law.

PREAMBLE

THIS AGREEMENT is between the City of Seattle (hereinafter called the "City") and the Washington State Council of County and City Employees, Local 21PA, AFSCME, AFL-CIO (hereinafter called the "Union") for the purpose of setting forth the mutual understanding of the Parties as to wages, hours, and other conditions of employment of those employees employed by the City Attorney in the Law Department for whom the City has recognized the Union as the collective bargaining representative.

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

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AGREEMENT
BY AND BETWEEN
THE CITY OF SEATTLE
AND
THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY
EMPLOYEES
LOCAL 21PA, AFSCME, AFL-CIO

LAW DEPARTMENT
ASSISTANT CITY PROSECUTORS
IN THE CRIMINAL DIVISION

Effective through January 1, 2015, through December 31, 2018

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) Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities?**

No.

- i) If this legislation includes a new initiative or a major programmatic expansion: What are the long-term and measurable goals of the program? Please describe how this legislation would help achieve the program's desired goals.**

Not applicable.

- j) Other Issues: None**

List attachments/exhibits below:

- Summary Attachment 1 – Bill Draft Version of Prosecuting Attorneys Agreement
- Summary Attachment 2 – Bill Draft Version of Carpenters Agreement
- Summary Attachment 3 – Bill Draft Version of Local 79 Agreement
- Summary Attachment 4 – Bill Draft Version of Local 289 Agreement

carried over from year to year. The City and unions also agreed to a SCERS II retirement system for new employees hired on or after January 1, 2017, among other items. The Carpenters agreement is pending ratification of union membership; the Mayor is not authorized to execute the agreement unless and until it has been ratified by Carpenters' union membership.

2. SUMMARY OF FINANCIAL IMPLICATIONS

X This legislation has direct financial implications.

Labor Relations developed the estimate below to approximate the costs of ratifying the new agreements along with other employee groups who receive the same increases. Costs for the collective bargaining agreements, which include City contributions to retirement, social security and Medicare, were included in the cost of the 2015-2016 biennial budget. Funds were set aside in the 2016 Adopted Budget to cover these cost increases; separate, future legislation will be forward by the City Budget Office in early 2016 to authorize appropriations of funds to departments.

Union members' base wages will increase by 2 percent for 2015, 2 percent for 2016, 2.5 percent for 2017 and 2.75 percent for 2018. Additionally in 2014, Local 79 members' wages will increase by 2 percent and Local 289 members' wages will increase by 1.8 percent. The aggregate cost of wages for members (and for non-represented employees, which have historically been extended the same increases) is estimated to grow from \$823 million in 2014 to \$916 million in 2018.

3. OTHER IMPLICATIONS

a) Does the legislation have indirect or long-term financial impacts to the City of Seattle that are not reflected in the above?

No.

b) Is there financial cost or other impacts of not implementing the legislation?

If the contracts are not legislated, employees will continue to receive the same wages that became effective on January 1, 2014 (or in the case of Local 79 and Local 289 members, wages that became effective on January 2, 2013). There may be other legal risks associated with not implementing the legislation.

c) Does this legislation affect any departments besides the originating department?

Yes, there are costs and potential operational impacts to the following departments: City Light, Finance and Administrative Services, Law Department, Parks, Seattle Center, Seattle Department of Construction and Inspections, Seattle Department of Transportation, and Seattle Public Utilities.

d) Is a public hearing required for this legislation?

No.

e) Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?

SUMMARY and FISCAL NOTE*

Department:	Contact Person/Phone:	Executive Contact/Phone:
Seattle Department of Human Resources	David Bracilano/684-7874 Sarah Butler/684-7929	Jessica Wang/685-1759

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE relating to City employment; authorizing the execution of collective bargaining agreements between The City of Seattle and certain unions; and ratifying and confirming certain prior acts.

Summary and background of the Legislation:

This legislation authorizes the Mayor to implement four collective bargaining agreements between the City of Seattle ("City") and certain unions: 1) Washington State Council of County and City Employees Local 21-PA ("Prosecuting Attorneys"), 2) Pacific Northwest Regional Council of Carpenters ("Carpenters"), 3) International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79 ("Local 79") and 4) International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289 ("Local 289"). The Prosecuting Attorneys' and Carpenters' collective bargaining agreements are four-year agreements on wages, benefits, hours and other working conditions for the time period January 1, 2015 through December 31, 2018. The Local 79 and Local 289 collective bargaining agreements are five-year agreements on wages, benefits, hours and other working conditions for the time period January 1, 2014 through December 31, 2018. This legislation affects up to approximately 200 regularly appointed City employees.

The collective bargaining agreements provide for wage adjustments of 2 percent in 2015, 2 percent in 2016, 2.5 percent in 2017 and 2.75 percent in 2018. Additionally, for Local 79 the 2014 wage adjustment is 2 percent, and for Local 289 the 2014 wage increase is 1.8 percent. Assistant City Prosecutors and Senior Assistant City Prosecutors in the Prosecuting Attorneys' agreement will also receive a 3.5 percent adjustment in 2015 to address recruitment and retention issues. Employees who work a graveyard or swing shift will receive an additional \$0.10 per hour effective on December 30, 2015. Employees in 2016 will receive an increase of \$20 for boots, clothing or tools, and an additional \$20 increase for the same in 2017.

The City and unions will continue health care cost sharing as agreed upon in the previous agreements: 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 collective bargaining agreements provide other terms and conditions of the four- and five-year agreements. Employees who furloughed in 2010 will receive the same number of hours taken and those hours will be split equally in 2016 and 2017; the leave cannot be cashed out or

for other than workload requirements, the employee shall be transferred to another shop and to the same shift he/she had previously been assigned.

A.7.1 During an employee's probationary period, the City may assign or reassign said employee to any shift or shop; provided however, a probationary employee shall not be used for the express purpose of displacing a permanent employee from a particular shift. A probationary employee shall not be eligible to exercise rights as defined in Section A.7.

A.8 Effective January 1, 2014, employees who work the established second shift shall receive sixty-five cents (65¢) per hour premium pay. Employees who work the established third shift shall receive ninety cents (90¢) per hour premium pay.

A.8.1 Effective December 30, 2015, employees who work the established second shift shall receive seventy-five cents (75¢) per hour premium pay. Employees who work the established third shift shall receive one dollar (\$1.00) per hour premium pay.

A.8.2 The established second shift shall be from 4:00 p.m. to 12:30 a.m., unless otherwise designated by the Department for a particular shop or operation.

A.9 Skagit Conditions - City Light employees normally assigned to Newhalem who are required to report to Ross Dam for a full eight (8) hours of work shall be paid one-half (½) hour additional pay per day at the overtime rate for travel time to Ross Dam.

A.10 One set of metric tools per shop shall be supplied by the Department.

A.11 The City agrees to pay an additional ninety cents (90¢) per hour for those employees working on heavy trucks and fire apparatus equipment. This will affect those employees working on vehicles and equipment that is rated 14,000 GVW and above.

accrue from the date of hire and/or promotion into a classification covered by this Appendix. An employee shall not be eligible to exercise said right until completion of his/her probationary period.

A.4 The City shall reimburse Automotive Mechanics for the loss of required hand tools (including tool boxes) due to fire or theft from the City's premises, less twenty-five dollars (\$25) on each loss. Claims shall be honored only for tools which have been listed on an appropriate inventory form and filed with the City. Employees shall notify management whenever they remove their tools from the City's premises.

A.5 Fleets Division of the Finance and Administrative Services Department and City Light - Effective December 1, 1992, employees classified and working full-time as Automotive Mechanic (including Apprentice and Senior) who have completed their probationary period and have been employed by the City in one of the afore-referenced titles for the entire preceding year, and who provide receipts for tools purchased shall be reimbursed for said tools up to the amount of three hundred dollars (\$300). A like payment shall be made on the first pay date following a full-pay period in December during each year of this Agreement under the same conditions as hereinbefore outlined.

A.6 The City shall continue to determine the number of shifts, the shift hours and the number of personnel in each of the job classifications assigned to each shift. When an Automotive Mechanic position becomes vacant as determined by management at an individual shop, all Automotive Mechanics shall be given the opportunity to transfer to the vacant position except as hereinafter provided in Section A.7. Such transfer, if requested, shall be made by seniority. Lacking any request to transfer, as hereinbefore outlined, the Department shall assign the Automotive Mechanic with the least seniority to the vacancy. "Seniority" for purposes of this Section shall be defined as length of service within the job classification of Automotive Machinist. There shall be no bumping privileges. Article 17, Section 17.2 shall not nullify this provision.

A.7 The City shall, at all times, retain the right to assign any employee to any shift and/or shop involving specialized programs in order to ensure that the best qualified personnel are assigned to specialized programs. Specialized programs consist of the aerial lift overhaul program, the crane inspection program, the motorcycle shop, the capitalization shop, the inspection and maintenance of fire apparatus, and other programs as designated by the City after first discussing with the Union the need for such designation.

When moved to a new shop at the employee's request, the employee must accept the available shift regardless of length of service. If a position must be moved from a shop due to workload requirements, the City shall first solicit volunteers from that shop. If there are no volunteers, the City shall move the employee with the least seniority in that shop. If an employee must be moved

A.1.5 Effective December 27, 2017, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19m +</u>
Automotive Mechanic.....	33.21	34.50	35.89
Automotive Maintenance, Crew Chief.....	38.82	40.36	41.98
Automotive Mechanic, Pre Apprentice.....	21.19	21.19	21.19
Automotive Mechanic, Senior.....	34.87	36.27	37.72
Automotive Mechanic, Apprentice	67% of Automotive Mechanic entry rate of pay from 00-06 months		
	71% of Automotive Mechanic entry rate of pay from 07-12 months		
	75% of Automotive Mechanic entry rate of pay from 13-18 months		
	79% of Automotive Mechanic entry rate of pay from 19-24 months		
	83% of Automotive Mechanic entry rate of pay from 25-30 months		
	87% of Automotive Mechanic entry rate of pay from 31-36 months		
	91% of Automotive Mechanic entry rate of pay from 37-42 months		
	95% of Automotive Mechanic entry rate of pay from 43 months+		
Equipment Maintenance Crew Chief.....	37.36	38.85	40.40

A.1.6 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

A.2 Protective and specialized clothing shall continue to be provided per existing (1980) departmental practice, through the duration of this Agreement, to employees covered by this Appendix.

A.3 Employees covered by this Appendix within the Fleets Division of the Fleets and Facilities Department shall be afforded an opportunity to select vacation periods on the basis of seniority in grade within a given work site or location. Employees eligible to exercise this option must make their selection known to the Department Head before March 15th of the calendar year in which the vacation time is to be taken. The length of service right described herein shall

A.1.4 Effective December 28, 2016, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>STEP A 00-06m</u>	<u>STEP B 07-18m</u>	<u>STEP 19m +</u>
Automotive Mechanic.....	32.32	33.58	34.93
Automotive Maintenance, Crew Chief.....	37.78	39.28	40.86
Automotive Mechanic, Pre Apprentice.....	20.62	20.62	20.62
Automotive Mechanic, Senior.....	33.94	35.30	36.71
Automotive Mechanic, Apprentice	67% of Automotive Mechanic entry rate of pay from 00-06 months 71% of Automotive Mechanic entry rate of pay from 07-12 months 75% of Automotive Mechanic entry rate of pay from 13-18 months 79% of Automotive Mechanic entry rate of pay from 19-24 months 83% of Automotive Mechanic entry rate of pay from 25-30 months 87% of Automotive Mechanic entry rate of pay from 31-36 months 91% of Automotive Mechanic entry rate of pay from 37-42 months 95% of Automotive Mechanic entry rate of pay from 43 months+		
Equipment Maintenance Crew Chief.....	36.36	37.81	39.32

A.1.3 Effective December 30, 2015, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19m +</u>
Automotive Mechanic	31.53	32.76	34.08
Automotive Maintenance, Crew Chief.....	36.86	38.32	39.86
Automotive Mechanic, Pre Apprentice.....	20.12	20.12	20.12
Automotive Mechanic, Senior.....	33.11	34.44	35.81
Automotive Mechanic, Apprentice	67% of Automotive Mechanic entry rate of pay from 00-06 months 71% of Automotive Mechanic entry rate of pay from 07-12 months 75% of Automotive Mechanic entry rate of pay from 13-18 months 79% of Automotive Mechanic entry rate of pay from 19-24 months 83% of Automotive Mechanic entry rate of pay from 25-30 months 87% of Automotive Mechanic entry rate of pay from 31-36 months 91% of Automotive Mechanic entry rate of pay from 37-42 months 95% of Automotive Mechanic entry rate of pay from 43 months+		
Equipment Maintenance Crew Chief.....	35.47	36.89	38.36

A.1.2 Effective December 31, 2014, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19m +</u>
Automotive Mechanic.....	30.91	32.12	33.41
Automotive Maintenance, Crew Chief.....	36.14	37.57	39.08
Automotive Mechanic, Pre Apprentice.....	19.73	19.73	19.73
Automotive Mechanic, Senior.....	32.46	33.76	35.11
Automotive Mechanic, Apprentice	67% of Automotive Mechanic entry rate of pay from 00-06 months		
	71% of Automotive Mechanic entry rate of pay from 07-12 months		
	75% of Automotive Mechanic entry rate of pay from 13-18 months		
	79% of Automotive Mechanic entry rate of pay from 19-24 months		
	83% of Automotive Mechanic entry rate of pay from 25-30 months		
	87% of Automotive Mechanic entry rate of pay from 31-36 months		
	91% of Automotive Mechanic entry rate of pay from 37-42 months		
	95% of Automotive Mechanic entry rate of pay from 43 months+		
Equipment Maintenance Crew Chief.....	34.77	36.17	37.61

APPENDIX A

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS DISTRICT LODGE NO. 160, LOCAL NO. 289

This APPENDIX is supplemental to the AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the International Association Of Machinists & Aerospace Workers District Lodge No. 160, Local No. 289, hereinafter referred to as the Union, for that period from January 1, 2014 through December 31, 2018 This APPENDIX shall apply exclusively to those classifications identified and set forth herein. The rates herein are illustrative of the increases provided in Articles 4.1.1 through 4.1.5 and any discrepancies shall be governed by those Articles.

A.1 Effective January 1, 2014, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19m +</u>
Automotive Mechanic.....	30.30	31.49	32.75
Automotive Maintenance, Crew Chief	35.43	36.83	38.31
Automotive Mechanic, Pre Apprentice	19.34	19.34	19.34
Automotive Mechanic, Senior.....	31.82	33.10	34.42
Automotive Mechanic, Apprentice	67% of Automotive Mechanic entry rate of pay from 00-06 months		
	71% of Automotive Mechanic entry rate of pay from 07-12 months		
	75% of Automotive Mechanic entry rate of pay from 13-18 months		
	79% of Automotive Mechanic entry rate of pay from 19-24 months		
	83% of Automotive Mechanic entry rate of pay from 25-30 months		
	87% of Automotive Mechanic entry rate of pay from 31-36 months		
	91% of Automotive Mechanic entry rate of pay from 37-42 months		
	95% of Automotive Mechanic entry rate of pay from 43 months+		
Equipment Maintenance Crew Chief.....	34.09	35.46	36.87

A P P E N D I X

"A"

to the

A G R E E M E N T

by and between

THE CITY OF SEATTLE

and

**International Association of Machinists and Aerospace Workers,
District Lodge 160, Local 289**

Effective January 1, 2014 through December 31, 2018

ARTICLE 23 - TERM OF AGREEMENT

23.1 All terms and provisions of this Agreement shall become effective upon signature of both parties unless otherwise specified elsewhere, and shall remain in full force and effect through December 31,2018. 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 31,2018. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

23.1.1 Notwithstanding the provisions of Section 23.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement shall continue to remain in full force and effect during the course of collective bargaining, until such time as the terms of a new Agreement have been consummated, or unless consistent with RCW 41.56.123 the City serves the Union with ten (10) days' notice of intent to unilaterally implement its last offer and terminate the existing Agreement.

Signed this _____ day of _____, 2016

CITY OF SEATTLE, WASHINGTON
Executed Under Authority of

Ordinance No. _____

By _____
Dan Morgan

Directing Business Representative
Machinists District 160/Local 289

By _____
Edward B. Murray, Mayor

By _____
Melody Coffman
Business Agent
Local 289

By _____
David Bracilano
Director of Labor Relations

ARTICLE 22– DISCIPLINARY ACTIONS

22.1 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:

- A. verbal warning;
- B. written reprimand;
- C. suspensions;
- D. demotion; or
- E. termination.

Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.

22.2 In cases of suspension or discharge, the specified charges and duration, where applicable, of the action shall be furnished to the employee in writing not later than one (1) working day after the action became or becomes effective. An employee may be suspended for just cause pending demotion or discharge action.

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 hereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.

considered withdrawn upon first notice that an appeal has been filed before the Civil Service Commission. In grievances relating to discharge, the City shall present its position first before an arbitrator or the Civil Service Commission.

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

- A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the time lines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and
- B. Either party may make an "Offer of Settlement" to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an offer of settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 20.8.3.
- C. The parties may mutually agree to alter, amend or eliminate these procedures by executing a revised Memorandum of Agreement.

- B. Nature of the alleged violation.
- C. Question(s) which the arbitrator is being asked to decide.
- D. Remedy sought.

20.6.4.1 In lieu of the procedure set forth in Section 20.6.4, Step 4, the City and the Union may mutually agree to select an arbitrator to decide the issue.

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

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

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

20.8.1 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 power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

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

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

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

20.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided however, disciplinary action may be processed through the contract grievance procedure; provided further, an employee covered by this Agreement must upon initiating objections relating to disciplinary action use either the contract grievance procedure contained herein (with the Union processing the grievance) or pertinent Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate his/her objections relating to a disciplinary action through both the grievance procedure and the Civil Service Commission, the grievance shall be

- B. 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.
- C. If the grievance is not resolved through mediation, the Division Head shall thereafter convene a meeting within ten (10) business days between the Union representative and aggrieved employee, together with the designated Supervisor, the Section Manager, the Department Labor Relations Officer and any other members of management whose presence is deemed necessary by the City to a fair consideration of the alleged contract grievance. The City Director of Labor Relations or his/her designee may attend such meeting. The Division head shall give a written answer to the Union within ten (10) business days after the contract grievance meeting.

20.6.3 (Step 3) If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after the Step 2 answer or if the contract grievance is initially submitted at Step 3, within twenty (20) business days, pursuant to Section 20.2.1 to the City Director of Labor Relations with a copy to the appropriate Department Head. The Director of Labor Relations or his/her designee shall investigate the alleged contract grievance and, if deemed appropriate, he/she shall convene a meeting between the appropriate parties. He/she shall thereafter make a confidential recommendation to the affected Department Head who shall, in turn, give the Union an answer in writing ten (10) business days after receipt of the contract grievance or the meeting between the parties.

20.6.3.1 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 frame specified in Step 3 after receipt of notification from the ADR Coordinator that the grievance was not resolved through mediation.

20.6.4 (Step 4) - If the contract grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. It may be referred to the Federal Mediation and Conciliation Service for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration shall be made within twenty (20) business days after the City's answer or failure to answer in Step 3, and shall be accompanied by the following information:

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

contract violation, with a copy of the grievance submitted to the Union by the aggrieved employee. The immediate supervisor should consult and/or arrange a meeting with his/her supervisor, if necessary to resolve the contract grievance. The parties shall make every effort to settle the contract grievance at this stage promptly. The immediate supervisor shall, in writing, answer the grievance within ten (10) business days after being notified of the grievance, with a copy of the response submitted to the aggrieved employee and the Union.

20.6.2 (Step 2) - If the contract grievance is not resolved as provided in Step 1, or if the contract grievance is initially submitted at Step 2, it shall be reduced to written form, which shall include identification of the Section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The Union representative shall forward the written contract grievance to the Division Head with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

20.6.2.1 With Mediation

A. At the time the Union submits the grievance to the division head, the Union Representative or the aggrieved employee or the division head 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 representative. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within ten (10) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or his/her designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The 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 the 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 appropriate division head, and the Union representative shall be so informed by the ADR Coordinator.

ARTICLE 20 - GRIEVANCE PROCEDURE

- 20.1** Any dispute between the City and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a contract grievance. The following outline of grievance procedures is written for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.
- 20.2** A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the contract grievance procedure and be processed within the time limits set forth herein.
- 20.2.1** Grievances shall be filed at the Step in which there is authority to adjudicate such grievance within twenty (20) business days of the alleged contract violation. (Business days are defined as Monday through Friday excluding recognized City holidays [not to include personal holidays].)
- 20.3** As a means of facilitating settlement of a contract grievance, either party may include an additional member at its expense on its committee. Additionally, either party may amend an initial grievance up to the second Step of the following procedure. If at any Step in the contract grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.
- 20.4** For grievances filed in accordance with Sections 20.2 and/or 20.2.1, failure by an employee or the Union to comply with any time limitation of Steps 2, 3, and 4 of the procedure in this Article shall constitute withdrawal of the grievance; provided however, 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.
- 20.5** Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.
- 20.6** A contract grievance shall be processed in accordance with the following procedure:
- 20.6.1** (Step 1) - The contract grievance shall be reduced to written form by the aggrieved employee and/or the Union, stating the section of the agreement allegedly violated and explaining the grievance in detail. The aggrieved employee and/or the Union Representative shall present the written grievance to the employee's supervisor within twenty (20) business days of the alleged

ARTICLE 19 - ENTIRE AGREEMENT

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

ARTICLE 10 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

- 10.1** The following shall define terms used in this Article:
- 10.1.1** Probationary Period - A twelve (12) month period of employment following an employee's initial regular appointment within the Civil Service to a position.
- 10.1.2** Regular Appointment - The authorized appointment of an individual to a position covered by Civil Service.
- 10.1.3** 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 through promotion or transfer to a 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.
- 10.1.4** 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.
- 10.1.5** 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.
- 10.1.6** 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.
- 10.2** Probationary Period/Status of Employee - Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.
- 10.2.1** 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.
- 10.2.2** An employee shall become regular after having completed his/her probationary period unless the individual is dismissed under provisions of Section 10.3 and Section 10.3.1.
- 10.3** 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 Seattle Human Resources Director and a copy sent to the Union.

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

10.4 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 10.1.3.

10.4.1 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.

10.4.2 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.

10.4.3 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.

10.4.4 An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Seattle Human Resources Director prior to expiration of the trial service period.

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

10.4.6 The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.

- 10.4.7 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.
- 10.4.8 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.
- 10.4.9 An employee whose name is on a valid Reversion Recall List who accepts employment with the City in another class and/or department shall have his/her name removed from the Reversion Recall List.
- 10.4.10 A reverted employee shall be paid at the step of the range which he/she normally would have received had he/she not been appointed.
- 10.5 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 Seattle Human Resources Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is still 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 Seattle Human Resources Director, require that a twelve (12) month trial service period be served in that department.
- 10.5.1 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.
- 10.5.2 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

term 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.

10.5.3 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.

10.6 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 Seattle Human Resources 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.

10.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 11.

ARTICLE 11 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

11.1 Transfers - The transfer of an employee shall not constitute a promotion except as provided in Section 11.1.2.(5).

11.1.1 Intra-departmental 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 Seattle Human Resources Director, but must report any such transfer to the Seattle Department of Human Resources within five (5) days of its effective date.

11.1.2 Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Seattle Human Resources Director's approval as follows:

A. Transfer in the same class from one department to another.

B. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.

C. Transfer, in lieu of layoff, may be made to a 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 for 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 11.3.4.

1. 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.

2. 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 11.4.

D. 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.

- E. 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 11.1.2.(4) is not practicable.
- F. The Seattle Human Resources Director may approve a transfer under Sections 11.1.2 (1), (2), (3), (4) or (5) above with the consent of the appointing authority of the Receiving Department only, upon a showing of the circumstances justifying such action.
- G. 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.

11.1.2.1 Employees transferred pursuant to the provisions of Section 11.1.2 shall serve probationary and/or trial service periods as may be required in Article 10, Sections 10.5, 10.5.1, 10.5.2, and 10.5.3.

11.1.3 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular employees shall be given priority consideration for lateral transfer to any open position in the same classification within his/her department.

11.1.4 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular part-time employees shall be given priority consideration for full-time positions in the same classification which become available within his/her department.

11.2 Voluntary Reduction - A regularly appointed employee may be reduced to a lower class upon his/her written request stating his/her reason for such reduction, if the request is concurred in by the appointing authority and is approved by the Seattle Human Resources Director. Such reduction shall not displace any regular, trial service or probationary employee.

11.2.1 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 11.5. Upon a showing, concurred in by the appointing authority of the department that the reason for such voluntary reduction no longer exists, the Seattle Human Resources Director may restore the employee to his/her former status.

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

11.3.1 Layoff - 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.

11.3.2 In a given class in a department, the following shall be the order of layoff:

- A. Interim appointees
- B. Temporary or intermittent employees not earning service credit.
- C. Probationary employees*
- D. Trial service employees* (who cannot be reverted in accordance with Section 10.4.2.)
- E. 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.

11.3.3 However, the City may lay off out of the order described above for one or more of the reasons cited below:

- A. Upon showing by the appointing authority that the operating needs of the department require a special experience, training, or skill.
- B. 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 Seattle Human Resources Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.

11.3.4 At the time of layoff, a regular employee or a trial service employee (per 11.3.2 above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in his/her department or he/she may be transferred as provided in Section 11.1.2(3). 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 11.5.

11.4 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 for one (1) year from the date of layoff.

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

11.4.2 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.

11.4.3 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:

- A. 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.
- B. 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.
- C. 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.
- D. 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 10, Section 10.4 shall apply.
- E. 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 10, Section 10.4 shall apply.

- F. 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.
- G. 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.
- H. The Union 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 these bargaining units provided the Union representing those employees has agreed to a reciprocal right to employees of these bargaining units. Otherwise, this section shall only be applicable to those positions that are covered by this Agreement.

11.4.4 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.

11.5 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:

- A. After completion of the probationary period, service credit shall be given for employment in the same, equal or higher class, including service in other departments and shall include temporary or intermittent employment in the same class under regular appointment prior to permanent appointment.
- B. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position.
- C. Service credit shall be given for previous regular employment of an incumbent in a position which has been reallocated and in which the employee has been continued with recognized standing.
- D. Service credit shall be given for service prior to an authorized transfer.
- E. Service credit shall be given for time lost during:

1. Jury Duty;

2. Disability incurred in line of service;
3. Illness or disability compensated for under any plan authorized and paid for by the City;
4. Service as a representative of a Union affecting the welfare of City employees;
5. Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

11.5.1 No service credit shall be given:

- A. For service of a regular employee in a lower class to which he/she has been reduced and in which he/she has not had regular standing, except from the time of such reduction.
- B. For any employment prior to a separation from the Civil Service other than by a resignation which 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 Seattle Human Resources Director.

11.6 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 12 - HEALTH CARE, DENTAL CARE, LIFE AND LONG TERM DISABILITY
INSURANCE**

- 12.1** Effective January 1, 2015, the City shall provide medical, dental, and vision plans (with Group Health, Aetna Traditional, Aetna Preventative, and Washington Dental Service as self-insured plans, and 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 2015, 2016, 2017, and 2018, 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** An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 12.1 or similar programs as determined by the Labor-Management Health Care Committee.
- 12.1.2** For calendar years 2015, 2016, 2017, and 2018, the City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.
- 12.1.3** 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.
- 12.1.4** New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).
- 12.2** Life Insurance - The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:

- 12.2.1 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees' participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.
- 12.2.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Sections 12.2 or 12.2.1 to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.
- 12.2.3 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.
- 12.3 Long Term Disability - The City shall provide a Long Term Disability (LTD) Insurance program for all eligible employees for occupation and non-occupational accidents or illnesses. The City shall pay the full monthly premium cost of a base plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first six hundred sixty seven dollar (\$667) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum eight thousand three hundred thirty-three dollars [\$8,333] per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.
- 12.3.1 During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any long-term disability benefits covered by Section 12.3 and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.
- 12.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2015 the base plan; provided further, such cost shall not exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 12.3.
- 12.4 Long-Term Care - The City may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

- 12.5 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.
- 12.6 Labor-Management Health Care Committee - A Labor-Management Health Care Committee was established and became effective January 1, 2001, by the parties. This Committee is responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall operate and exercise its appropriate decision-making authorities consistent with said Memorandum of Agreement, and decide whether to administer other City-provided insurance benefits.

ARTICLE 13 – RETIREMENT

- 13.1 Pursuant to Ordinance 78444 as amended, all employees shall be covered by the Seattle City Employees Retirement System (SCERS).
- 13.2 Effective January 1, 2017, consistent with Ordinance 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

ARTICLE 14 - GENERAL CONDITIONS

- 14.1** **Mileage Allowance** - An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately owned automobile used for business purposes for all miles driven in the course of City business on that day with a minimum guarantee of five (5) miles.
- 14.1.1** The per mile mileage reimbursement rate shall be adjusted up or down to reflect the current rate.
- 14.1.2** In those situations where an employee within a particular job classification is regularly scheduled every shift to report to a headquarter site and to a job site at a different location and/or to report to more than one job site within the course of one shift, the employing department shall provide the necessary transportation. As an alternative, if the employing department requires the employee to drive his/her personal automobile to the job sites, special mileage provisions may be negotiated on a case-by-case basis.
- 14.2** **Skagit Conditions** - When City Light employees working at the Skagit facilities are prevented (due to impassable roads on Skagit project or similar conditions) from returning to their regular place of residence after completing their workday or shift, the Department shall provide the employee with suitable food and quarters at no cost to the employees. In addition, the Department shall pay one hour's pay per day, at the employee's regular hourly rate, for each day away from his/her regular residence.
- 14.2.1** As part of the Skagit Conditions above, the Crew Chief shall be a working member of the crew. As such, he/she shall use the tools of the trade when reasonable and/or necessary as determined by the job assignment.
- 14.2.2** **Skagit Conditions** - City Light employees traveling to a work site other than where they are normally assigned shall travel in Department vehicles or vessels on Department time.
- 14.3** **City Light Department Out-of-Town Rules** - When an employee, crews, or any part of a crew or crews, regularly assigned to a headquarter inside the distribution area is or are to be shifted to any location outside the Seattle distribution area to perform a specific job, the following conditions shall prevail:
- A. Acceptable board and lodging shall be furnished by the Department.
- B. Time consumed in traveling to and from Seattle and the work location shall be considered part of the workday. Any time consumed in this travel

to and from Seattle outside of regular working hours shall be at the overtime rate of pay.

- C. The normal workweek shall be Monday through Friday. Hours of work shall be 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. Other workweeks and hours may be established if necessary in order to coordinate with other forces.
- D. An employee regularly assigned to the Seattle distribution area shall not be assigned to work at any headquarters outside that area for more than thirty (30) working days out of any ninety (90) working days.
- E. At least forty eight (48) hours' notice shall be given the employees for assignment to work outside the Seattle distribution area, except in an extreme emergency.
- F. In order to coordinate work schedules, personnel temporarily assigned to the Boundary Project shall be paid one-half ($\frac{1}{2}$) hour extra pay per day at the straight-time rate as compensation for travel between the work site and the board and lodging facility.

14.4 Union Visitation - The Union Representatives of a Union party to this Agreement and/or the duly authorized representative of the Joint Crafts Council may, after notifying the City official in-Charge, visit the work location of employees covered by this Agreement at any reasonable time during working hours. For purposes of this Section, "City official in-Charge" shall mean the supervisor in-charge of the work area to be visited or, if the work area is located outside of the corporate limits of the City of Seattle, the "City official in-Charge" shall mean the official in-charge of that particular facility (e.g., Skagit Project), or, the official designated by the affected department. The Union representative shall limit his/her activities during such visit to matters relating to this Agreement. Such visits shall not interfere with work functions of the department. City work hours shall not be used by employees and/or the Union representative for the conduct of Union business or the promotion of Union affairs other than hereinbefore stated.

14.5 Union Shop Stewards - A Union party to this Agreement may appoint a shop steward in the various City departments affected by this Agreement. Immediately after appointment of its shop steward(s), each Union must furnish the Seattle Department of Human Resources and the affected Department(s) with a list of those employees who have been designated as shop stewards and their area of responsibility. Failure to provide such a list and/or disagreement over the number and/or area of responsibility of shop stewards between the City and a Union covered by this Agreement shall result in non-recognition by the City of the appointed shop stewards in question. The City must notify the affected Union within fifteen (15) calendar

days of receipt of the Union's list or revised list if it objects to the number and/or area of responsibility of appointed shop stewards. Where there is a disagreement over the number and/or area of responsibility of appointed shop stewards, said issues shall be discussed between the City and the affected Union. If the parties cannot mutually resolve their differences, the issues shall be submitted to the Labor-Management Committee for final resolution. The list shall also be updated as needed. Shop stewards shall perform their regular duties as such but shall function as the Union's representative on the job to inform the Union of any alleged violations of this Agreement and process grievances relating thereto; provided however, temporary employees may serve as shop stewards to inform the Union of any alleged violations of this Agreement that apply to temporary employees only and may process grievances relating thereto. The shop steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

- 14.5.1 Shop stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement, but under no circumstances shall shop stewards interfere with orders of the Employer or change working conditions.
- 14.6 Safety Standards - All work shall be done in a competent and workman-like manner, and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules which shall be complied with.
- 14.6.1 The practice of safety as it relates to City employees and equipment shall be paramount and in accordance with Washington Industrial Safety And Health Act (WISHA) standards.
- 14.6.2 The minutes of safety meetings shall be posted on the department bulletin boards.
- 14.6.3 No employee shall be required to operate unsafe equipment or work with unsafe material where adequate safeguards are not provided. An employee shall not be disciplined or suffer a loss of wages if any of the conditions described herein actually prevail. Upon determination or suspicion that the equipment or material is unsafe where safeguards are inadequate, the employee shall report such to the supervisor immediately. If the supervisor determines that the equipment or material is safe because the safeguards are adequate and the employee still has a concern, then the departmental Safety Officer shall be called upon to make a final determination.
- 14.7 Bulletin Boards - The City, upon written request from the Joint Crafts Council relative to a specific City department which employs individuals covered by this Agreement, shall provide bulletin board space for the use of the Joint Crafts Council or its affiliates in an area accessible to employees covered by

this Agreement; provided however, said space shall not be used for notices which are controversial or political in nature. All material posted by the Joint Crafts Council or its affiliates shall be officially identified as such.

14.8 Investigatory Interviews - When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that particular incident, the employee shall have the right to request that he/she be accompanied at the investigatory interview by a representative of the Union. If the employee makes such a request, the request shall be made to the City representative conducting the investigatory interview. The City, when faced with such a request, may:

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

14.8.1 In construing this Section, it is understood that:

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

14.9 Career Development - The City and the Union agree that employee career growth can be beneficial to both the City and the affected employee. As such, consistent with training needs identified by the City and the financial resources appropriated therefore by the City, the City shall provide educational and training opportunities for employee career growth. Each employee shall be responsible for utilizing those training and educational opportunities made available by the City or other institutions for the self-development effort needed to achieve personal career goals.

14.9.1 The City and the Union shall meet periodically to discuss the utilization and effectiveness of City-sponsored training programs and any changes to same

which pertain to employees covered by this Agreement. The City and the Union shall use such meetings as a vehicle to share and to discuss problems and possible solutions to upward mobility of employees covered by this Agreement and to identify training programs available to employees covered by this Agreement.

14.10 Uniforms - At Seattle Center the City shall provide and clean uniforms on a reasonable basis whenever employees are required by the City to wear uniforms.

14.10.1 Shirts, pants, coveralls and/or carpenter overalls currently provided by the City shall continue to be provided per existing departmental practice. Where not provided by departmental practice, the provision of shirts, pants, coveralls and/or carpenter overalls shall be established by mutual agreement of the department and bargaining unit members affected.

14.11 Footwear Reimbursement - The City shall pay up to the amounts in A through D below per Agreement year for each regular employee as partial reimbursement for the cost of purchasing or repairing protective or other specified footwear or other work gear (example: rain-gear, gloves, etc.) when such items are required by the City. Requests for reimbursement of such footwear or gear shall be accompanied by a receipt showing the amount and place of purchase or repair. An employee who does not use the full one amount in one calendar year may carry over the remaining balance to the next year for use in addition to the amount allocated for that year. This carryover shall extend for the four calendar years of the Agreement, but not into the ensuing year after the expiration of the Agreement. Temporary employees who qualify for the "0521st hour through 1040th hour" level of premium pay or greater as set forth within Section 1.2.2, shall be eligible for the footwear or gear allowance every other year subject to the conditions set forth herein for receipt of same by regular employees. Gear does not include articles of clothing already being issued.

A. Effective January 1, 2015, one hundred ten dollars (\$110).

B. Effective January 1, 2016, one hundred thirty dollars (\$130).

C. Effective January 1, 2017, one hundred fifty dollars (\$150).

D. Effective January 1, 2018, one hundred fifty dollars (\$150).

14.12 Identification Cards - Picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible, but conspicuous place on their person by all such employees or as reflected in the current practice of the department. Any such picture identification cards shall identify the employee by first name and last name initial (or at the employee's option, first

name initial and last name), employee number, job title, and photograph only. The cost of replacing the card damaged due to normal wear and tear shall be borne by the City.

14.13 Seattle Center Employee Monorail Use - Seattle Center employees shall be permitted to continue to ride the Monorail without charge provided such use is limited to travel to start the employee's work shift; travel on City business; travel on meal breaks or between split shifts; and/or travel from work at the end of the employee's work shift. Seattle Center employees may be required to provide proper identification and shall be required to yield space to paying passengers.

14.14 Seattle Center Employee Parking - The Seattle Center shall continue its practice of providing parking without charge on a space available basis to Seattle Center employees covered by this Agreement who were in regular (as opposed to temporary or intermittent) full-time or part-time status prior to November 4, 1987. Seattle Center employees who attain regular employment status on or after November 4, 1987, and who desire parking privileges shall pay twenty dollars (\$20) a month for parking during working hours only, or twenty-five dollars (\$25) a month for parking during working hours and all other hours.

14.14.1 The City reserves the right to open Article 14.14 for the purpose of negotiating changes to employee parking and fees to address incentives for High Occupancy Vehicle (HOV) parking and disincentives for Single Occupancy Vehicle (SOV) parking and other matters as may be necessary for an effective commute trip reduction program, as required by the City of Seattle Ordinance and State Law RCW 70.94.521-551.

14.15 Metro Passes - The City shall provide a transit subsidy benefit consistent with SMC 4.20.370.

14.16 On or about May 1st of each calendar year, the City shall provide the Union with a current listing of all employees within each bargaining unit.

14.17 If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involves the driving of vehicles requiring the driver to have a State Commercial Driver's License (CDL), fees charged by the State for acquiring the license shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The physical exam required to obtain or renew the license may be done on City time. The City will pay as a maximum amount, the rates charged by City-identified clinics for the physical exam. Employees shall be notified of clinics offering the physical exam at this reimbursement rate. If an employee is covered by a City medical plan which includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Group Health or Aetna) or shall seek

reimbursement through the medical plan. The City shall make a reasonable effort to make City trucks or equipment available for skill tests.

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

14.17.2 Employees in other job titles or positions not involving the driving of vehicles requiring the CDL who wish to take exam preparation or driver training courses may request approval of the courses and reimbursement of fees in the normal manner in which educational expenses are applied for and approved by Departments; provided however, license fees for these individuals shall not be reimbursed, nor shall the City be obligated to make City trucks or equipment available for skill tests for these individuals. Nothing contained herein shall guarantee that written exams, skill tests or training classes established for the purposes described herein shall be conducted during regular work hours or through adjusted work schedule(s) nor shall such written exams, skill tests or training classes be paid for on an overtime basis.

14.17.3 Employees required to have a Hazardous Material endorsement (HME) are required per Federal regulations to submit to a background records check and fingerprinting. Employees may make application for such HME on City time and shall be reimbursed for the fees associated with the background records check and fingerprinting if such endorsement is required by the job.

14.18 The City shall provide employees with appropriate training in the safe operation of any equipment prior to its use.

14.19 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.

14.19.1 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.

14.20 The City and the Union encourage the use of the “Early Mediation Project” or other alternative dispute resolution (ADR) processes to resolve non-contractual workplace conflict/disputes. Participation in the project or in an ADR process is entirely voluntary, confidential, and does not impact grievance rights.

14.21 Employees may be afforded sabbatical leave under the terms and conditions of Seattle Municipal Code Chapter 4.33.

14.22 Pay for Deployed Military

- A. 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.

- B. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted his or her annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

14.23 Any nonsupervisory employee assigned to train employee's outside of the employee's normal duties (as defined by the class specification) will be given a four percent (4%) (or higher rate, if that has been past practice) premium while so assigned. Such premium will be given for formal training involving group or classroom training of four (4) hours or more, and such training will be assigned by management and involve more than normal on-the-job training. (Examples of such formal training shall include, but not limited to first aid, CPR, or pesticide training.)

14.24 Contracting Out - 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.

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

14.24.2 The Union may grieve contracting out for work as described herein, if such contract involves work normally performed by employees covered by this Agreement.

14.25 Employee Paid Status During Bargaining – The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective January 1, 2008, employees who participate in bargaining as part the Union's bargaining team during the respective employee's work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

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

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

14.27 Meeting Space – Where allowable and prior arrangements have been made, the City may make available to the Unions, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.

14.28 Testify before Civil Service Commission - Any individual member covered by this Agreement, who is directly involved through individual appeal, in a matter being reviewed by the Civil Service Commission, shall be allowed time during working hours without loss of pay to attend such a meeting if called to testify.

14.29 When the City assigns an employee from one regular shift to another and the employee is not offered at least eight (8) consecutive hours off-duty between the end of his/her previous shift and the beginning of his/her next regular shift, the employee shall be paid at the overtime rate for each hour worked during said eight (8) hour period; provided however, said employee shall be paid at the straight-time rate of pay for each hour worked during the remainder of the ensuing shift which commences eight (8) hours from the end of the previous shift.

14.30 Shift Premium – Effective January 1, 2015, an employee who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premium pay for all scheduled hours worked during such shift.

Swing Shift
\$0.65 per hour

Graveyard Shift
\$0.90 per hour

14.30.1 Effective December 30, 2015, an employee who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premium pay for all scheduled hours worked during such shift.

Swing Shift
\$0.75 per hour

Graveyard Shift
\$1.00 per hour

14.30.2 The afore-referenced shift premium shall apply to time worked as opposed to time-off with pay and therefore, for example, the premium shall not apply to vacation, holiday pay, funeral leave, etc. Employees who work one of the shifts for which a premium is paid and who are required to work overtime, shall not have the shift premium included as part of the base hourly rate for purposes of computing the contractual overtime rate.

14.30.3 The swing shift period shall encompass the hours from 4:00 p.m. to 11:59 p.m. The graveyard shift period shall encompass the hours from 12:00 a.m. (midnight) to 8:00 a.m.

14.31 Employees in the City Light Department, who are required to work on swinging staging or elevated platforms over dams at Skagit or Boundary, shall receive an additional sixty-five cents (\$0.65) per hour for each straight-time or overtime hour worked. The referenced premium shall apply only to time

worked as opposed to time-off with pay and therefore, the premium shall not apply to vacation, holiday pay, funeral leave, etc.

14.32 The Union and the City agree to the following:

- A. A reopener on impacts associated with the Affordable Care Act (ACA);
- B. For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts;
- C. For the duration of this agreement, the City agrees to a reopener to discuss the City's compensation philosophy and methods and processes associated with determining wage adjustments, including the City's interest in total compensation; and,
- D. For the duration of this agreement, the Union agrees to open negotiations to modify Personnel Rule 10.3.3 to include current employees in the City's criminal background check policy.

ARTICLE 15 - LABOR-MANAGEMENT COMMITTEES

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

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

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

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

15.2.2 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.

ARTICLE 16 - WORK STOPPAGES AND JURISDICTIONAL DISPUTES

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

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

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

16.2 Jurisdictional Disputes - Any jurisdictional dispute which may arise between any two (2) or more labor organizations holding current collective bargaining agreements with the City of Seattle shall be settled in the following manner:

- A. A Union which contends a jurisdictional dispute exists shall file a written statement with the City and other affected Unions describing the substance of the dispute.
- B. During the thirty (30) day period following the notice described in Section 16.2(1), the Unions along with a representative of the City shall attempt to

settle the dispute among themselves, and if unsuccessful shall request the assistance of the Washington State Public Employment Relations Commission.

ARTICLE 17 - RIGHTS OF MANAGEMENT

- 17.1 The right to hire, promote, discharge for just cause, improve efficiency, determine the work schedules and location of Department headquarters are examples of management prerogatives. The City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.
- 17.2 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 employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to a specific job within the bargaining unit, the right to temporarily assign employees to a specific job or position outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.
- 17.3 The Union recognizes the City's right to establish and/or revise performance evaluation system(s). Such system(s) may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees. In establishing new and/or revising existing evaluation system(s), the City shall meet prior to implementation with the Labor-Management Committee to jointly discuss such performance standards.
- 17.4 The City agrees that performance standards shall be reasonable.

ARTICLE 18 - SUBORDINATION OF AGREEMENT

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

ARTICLE 19 - ENTIRE AGREEMENT

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

ARTICLE 20 - GRIEVANCE PROCEDURE

- 20.1** Any dispute between the City and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a contract grievance. The following outline of grievance procedures is written for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.
- 20.2** A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the contract grievance procedure and be processed within the time limits set forth herein.
- 20.2.1** Grievances shall be filed at the Step in which there is authority to adjudicate such grievance within twenty (20) business days of the alleged contract violation. (Business days are defined as Monday through Friday excluding recognized City holidays [not to include personal holidays].)
- 20.3** As a means of facilitating settlement of a contract grievance, either party may include an additional member at its expense on its committee. Additionally, either party may amend an initial grievance up to the second Step of the following procedure. If at any Step in the contract grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.
- 20.4** For grievances filed in accordance with Sections 20.2 and/or 20.2.1, failure by an employee or the Union to comply with any time limitation of Steps 2, 3, and 4 of the procedure in this Article shall constitute withdrawal of the grievance; provided however, 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.
- 20.5** Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.
- 20.6** A contract grievance shall be processed in accordance with the following procedure:
- 20.6.1** (Step 1) - The contract grievance shall be reduced to written form by the aggrieved employee and/or the Union, stating the section of the agreement allegedly violated and explaining the grievance in detail. The aggrieved employee and/or the Union Representative shall present the written grievance to the employee's supervisor within twenty (20) business days of the alleged

contract violation, with a copy of the grievance submitted to the Union by the aggrieved employee. The immediate supervisor should consult and/or arrange a meeting with his/her supervisor, if necessary to resolve the contract grievance. The parties shall make every effort to settle the contract grievance at this stage promptly. The immediate supervisor shall, in writing, answer the grievance within ten (10) business days after being notified of the grievance, with a copy of the response submitted to the aggrieved employee and the Union.

20.6.2 (Step 2) - If the contract grievance is not resolved as provided in Step 1, or if the contract grievance is initially submitted at Step 2, it shall be reduced to written form, which shall include identification of the Section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The Union representative shall forward the written contract grievance to the Division Head with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

20.6.2.1 With Mediation

- A. At the time the Union submits the grievance to the division head, the Union Representative or the aggrieved employee or the division head 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 representative. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within ten (10) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or his/her designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The 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 the 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 appropriate division head, and the appropriate Union representative shall be so informed by the ADR Coordinator.

B. 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.

20.6.2.2 If the grievance is not resolved through mediation, the Division Head shall thereafter convene a meeting within ten (10) business days between the Union representative and aggrieved employee, together with the designated Supervisor, the Section Manager, the Department Labor Relations Officer and any other members of management whose presence is deemed necessary by the City to a fair consideration of the alleged contract grievance. The City Director of Labor Relations or his/her designee may attend such meeting. The Division head shall give a written answer to the Union within ten (10) business days after the contract grievance meeting.

20.6.3 (Step 3) – If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after the Step 2 answer or if the contract grievance is initially submitted at Step 3, within twenty (20) business days, pursuant to Section 20.2.1 to the City Director of Labor Relations with a copy to the appropriate Department Head. The Director of Labor Relations or his/her designee shall investigate the alleged contract grievance and, if deemed appropriate, he/she shall convene a meeting between the appropriate parties. He/she shall thereafter make a confidential recommendation to the affected Department Head who shall, in turn, give the Union an answer in writing ten (10) business days after receipt of the contract grievance or the meeting between the parties.

20.6.3.1 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 frame specified in Step 3 after receipt of notification from the ADR Coordinator that the grievance was not resolved through mediation.

20.6.4 (Step 4) – If the contract grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. It may be referred to the Federal Mediation and Conciliation Service for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration shall be made within twenty (20) business days after the City's answer or failure to answer in Step 3, and shall be accompanied by the following information:

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

- B. Nature of the alleged violation.
- C. Question(s) which the arbitrator is being asked to decide.
- D. Remedy sought.

In lieu of the procedure set forth in Section 20.6.4, Step 4, the City and the Union may mutually agree to select an arbitrator to decide the issue.

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

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

- A. The Director of Labor Relations, or designee, will notify the Union of such receipt and will provide a date [not to exceed six (6) months from the date of receipt of the grievance] when a proposed classification determination report responding to the grievance will be sent to the Union. The Director of Labor Relations, or designee, will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the six (6) month period.
- B. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations, or designee, will respond to the grievance in writing.
- C. If the grievance is not resolved, the Union may, within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:
 - 1. The Union may submit the grievance to binding arbitration per Article 20, Section 20.6.4; or
 - 2. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the

Classification/Compensation Unit and one Human Resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Seattle Human Resources Director with forty-five (45) business days of the appeal hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Board's recommendation, that decision shall be final and binding and not subject to further appeal. If the Seattle Human Resources Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Article 20, Section 20.6.4.

- 20.7 The parties shall abide by the award made in connection with any arbitrable difference. There shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration.
- 20.8 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood that:
- 20.8.1 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 power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- 20.8.2 The decision of the arbitrator regarding any arbitrable difference shall be final, conclusive and binding upon the City, the Union and the employees involved.
- 20.8.3 The cost of the arbitrator shall be borne equally by the City and the Union and each party shall bear the cost of presenting its own case.
- 20.8.4 The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.
- 20.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided however, disciplinary action may be processed through the contract grievance procedure; provided further, an employee covered by this Agreement must upon initiating objections relating to disciplinary action use either the contract grievance procedure contained herein (with the Union processing the grievance) or pertinent Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate his/her objections relating to a disciplinary action through both the grievance

procedure and the Civil Service Commission, the grievance shall be considered withdrawn upon first notice that an appeal has been filed before the Civil Service Commission. In grievances relating to discharge, the City shall present its position first before an arbitrator or the Civil Service Commission.

20.10

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

- A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the time lines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and
- B. Either party may make an "Offer of Settlement" to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an offer of settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 20.8.3.
- C. The parties may mutually agree to alter, amend or eliminate these procedures by executing a revised Memorandum of Agreement.

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 hereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.

ARTICLE 22– DISCIPLINARY ACTIONS

22.1 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:

- A. verbal warning;
- B. written reprimand;
- C. suspensions;
- D. demotion; or
- E. termination.

22.1.1 Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.

22.2 In cases of suspension or discharge, the specified charges and duration, where applicable, of the action shall be furnished to the employee in writing not later than one (1) working day after the action became or becomes effective. An employee may be suspended for just cause pending demotion or discharge action.

22.3 Whenever an employee is given written notice of a disciplinary action as defined above in Section 22.1, a copy of the disciplinary notice shall be transmitted to the Union. Provided, that the Department shall first ask the affected employee's permission, and in the event the employee declines, then a copy will not be sent to the Union.

ARTICLE 23 - TERM OF AGREEMENT

23.1 All terms and provisions of this Agreement shall become effective upon signature of both parties unless otherwise specified elsewhere, and shall remain in full force and effect through December 31, 2018. 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, 2018. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

23.1.1 Notwithstanding the provisions of Section 23.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement shall continue to remain in full force and effect during the course of collective bargaining, until such time as the terms of a new Agreement have been consummated, or unless consistent with RCW 41.56.123 the City serves the Union with ten (10) days' notice of intent to unilaterally implement its last offer and terminate the existing Agreement.

Signed this _____ day of _____, 2016

CITY OF SEATTLE, WASHINGTON
Executed Under Authority of

Ordinance No. _____

PNWRCC

By _____
Jeff Skillman, Business Representative

By _____
Edward B. Murray, Mayor

By _____
David Bracilano
Labor Relations Director

APPENDIX A

PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, Washington, hereinafter referred to as the City, and the Northwest Regional Council of Carpenters, hereinafter referred to as the Union, for that period from January 1, 2015 through December 31, 2018. This APPENDIX shall apply exclusively to those classifications identified and set forth herein. The rates herein are illustrative of the increases provided in Articles 4.1.1 through 4.1.4 and any discrepancies shall be governed by those Articles.

A.1 Effective December 31, 2014, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>
Bridge Carpentry & Maintenance, Lead.....	31.45	31.45	31.45	31.45	31.45
Building Inspector (Entry).....	29.95	31.14	32.35	33.63	34.99
Building Inspector (Journey).....	34.99	36.28	37.69	39.15	40.71
Building Inspector, Senior, Expert.....	36.28	37.69	39.15	40.71	42.30
Building Inspector, Structural.....	37.69	39.15	40.71	42.30	43.87
Carpenter.....	31.45	31.45	31.45	31.45	31.45
Carpenter, Apprentice*	1 st period 67% of Carpenter rate of pay from 00-06 months 2 nd period 71% of Carpenter rate of pay from 07-12 months 3 rd period 75% of Carpenter rate of pay from 13-18 months 4 th period 79% of Carpenter rate of pay from 19-24 months 5 th period 83% of Carpenter rate of pay from 25-30 months 6 th period 87% of Carpenter rate of pay from 31-36 months 7 th period 91% of Carpenter rate of pay from 37-42 months 8 th period 95% of Carpenter rate of pay from 43-48 months				
Carpenter, Senior.....	31.45	32.78	32.78	32.78	32.78
Carpenter, Crew Chief.....	33.31	34.69	36.09	36.09	36.09

*The standards for determining wage progression for the Carpenter Apprentice shall be in accordance with the Washington State Apprenticeship and Training Council and the City of Seattle Apprentice Sub-Committee.

A.1.1 Effective December 30, 2015, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>
Bridge Carpentry & Maintenance, Lead.....	32.08	32.08	32.08	32.08	32.08
Building Inspector (Entry).....	30.55	31.76	33.00	34.30	35.69
Building Inspector (Journey).....	35.69	37.01	38.44	39.93	41.52
Building Inspector, Senior, Expert.....	37.01	38.44	39.93	41.52	43.15
Building Inspector Structural.....	38.44	39.33	41.52	43.15	44.75
Carpenter.....	32.08	32.08	32.08	32.08	32.08
Carpenter, Apprentice*.....	1 st period 67% of Carpenter rate of pay from 00-06 months 2 nd period 71% of Carpenter rate of pay from 07-12 months 3 rd period 75% of Carpenter rate of pay from 13-18 months 4 th period 79% of Carpenter rate of pay from 19-24 months 5 th period 83% of Carpenter rate of pay from 25-30 months 6 th period 87% of Carpenter rate of pay from 31-36 months 7 th period 91% of Carpenter rate of pay from 37-42 months 8 th period 95% of Carpenter rate of pay from 43-48 months				
Carpenter, Senior.....	32.08	33.44	33.44	33.44	33.44
Carpenter, Crew Chief.....	33.98	35.38	36.81	36.81	36.81

*The standards for determining wage progression for the Carpenter Apprentice shall be in accordance with the Washington State Apprenticeship and Training Council and the City of Seattle Apprentice Sub-Committee.

A.1.2 Effective December 28, 2016, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATES OF PAY</u>				
	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>
Bridge Carpentry & Maintenance, Lead.....	32.88	32.88	32.88	32.88	32.88
Building Inspector (Entry).....	31.31	32.55	33.83	35.16	36.58
Building Inspector (Journey).....	36.58	37.94	39.40	40.93	42.56
Building Inspector, Senior, Expert.....	37.94	39.40	40.93	42.56	44.23
Building Inspector Structural.....	39.40	40.93	42.56	44.23	45.87
Carpenter.....	32.28	32.88	32.88	32.88	32.88
Carpenter, Apprentice*.....	1 st period 67% of Carpenter rate of pay from 00-06 months 2 nd period 71% of Carpenter rate of pay from 07-12 months 3 rd period 75% of Carpenter rate of pay from 13-18 months 4 th period 79% of Carpenter rate of pay from 19-24 months 5 th period 83% of Carpenter rate of pay from 25-30 months 6 th period 87% of Carpenter rate of pay from 31-36 months 7 th period 91% of Carpenter rate of pay from 37-42 months 8 th period 95% of Carpenter rate of pay from 43-48 months				
Carpenter, Senior.....	32.88	34.28	34.28	34.28	34.28
Carpenter, Crew Chief.....	34.83	36.26	37.73	37.73	37.73

*The standards for determining wage progression for the Carpenter Apprentice shall be in accordance with the Washington State Apprenticeship and Training Council and the City of Seattle Apprentice Sub-Committee.

A.1.1 Effective December 27, 2017, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19-30m</u>	<u>STEP D</u> <u>31-42m</u>	<u>STEP E</u> <u>43 m +</u>
Bridge Carpentry & Maintenance, Lead.....	33.78	33.78	33.78	33.78	33.78
Building Inspector (Entry).....	32.17	33.45	34.76	36.13	37.59
Building Inspector (Journey).....	37.59	38.98	40.48	42.06	43.73
Building Inspector, Senior, Expert.....	38.98	40.48	42.06	43.73	45.45
Building Inspector Structural.....	40.48	42.06	43.73	45.45	47.13
Carpenter.....	33.78	33.78	33.78	33.78	33.78
Carpenter, Apprentice*.....	1 st period 67% of Carpenter rate of pay from 00-06 months 2 nd period 71% of Carpenter rate of pay from 07-12 months 3 rd period 75% of Carpenter rate of pay from 13-18 months 4 th period 79% of Carpenter rate of pay from 19-24 months 5 th period 83% of Carpenter rate of pay from 25-30 months 6 th period 87% of Carpenter rate of pay from 31-36 months 7 th period 91% of Carpenter rate of pay from 37-42 months 8 th period 95% of Carpenter rate of pay from 43-48 months				
Carpenter, Senior.....	33.78	35.22	35.22	35.22	35.22
Carpenter, Crew Chief.....	35.79	37.26	38.77	38.77	38.77

*The standards for determining wage progression for the Carpenter Apprentice shall be in accordance with the Washington State Apprenticeship and Training Council and the City of Seattle Apprentice Sub-Committee.

A G R E E M E N T

by and between

THE CITY OF SEATTLE

and

**International Association of Machinists and Aerospace Workers,
District Lodge 160, Local 79**

Effective January 1, 2014 through December 31, 2018

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ARTICLE 1 - RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT

- 1.1 The City recognizes the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79 (hereinafter referred to as the Union) as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington for employees employed within the bargaining unit defined in Appendix "A" of this Agreement. For purposes of this Agreement and, the following definitions shall apply:
- 1.1.1 The term "employee" shall be defined to include probationary employees, regular employees, full-time employees, part-time employees and temporary employees not otherwise excluded or limited in the following Sections of this Article.
- 1.1.2 The term "probationary employee" shall be defined as an employee who is within his/her first twelve (12) month trial period of employment following his/her initial regular appointment within the classified service.
- 1.1.3 The term "regular employee" shall be defined as an employee who has successfully completed a twelve (12) month probationary period and who has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.
- 1.1.4 The term "full-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule of forty (40) hours per week.
- 1.1.5 The term "part-time employee" shall be defined as an employee who has been regularly appointed and who has a usual work schedule averaging at least twenty (20) hours but less than forty (40) hours per week.
- 1.1.6 The term "temporary employee" shall be defined as an employee who has been hired to work during any period when additional work requires a temporarily augmented work force, in the event of an emergency, to fill in for the absence of a regular employee, or to fill a vacancy in a position on an interim basis. Work performed by a temporary employee may include, but not necessarily be limited to a variety of work schedules dependent upon the requirements of a particular temporary job assignment; e.g., full-time in assignments of limited duration; less than forty (40) hours per week; less than twenty (20) hours per week; as needed; seasonal; on call; or intermittent.
- 1.1.7 The term "interim basis" shall be defined as an assignment of a regular or probationary employee or employees to fill a vacancy in a position for a short period while said position is waiting to be filled by a regularly appointed employee.

1.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.2; 1.2.1; 1.2.2; 1.2.2.1; 1.2.2.2; 1.2.3; 1.2.3.1; 1.2.4; 1.2.5; 1.2.6; 1.2.7; 1.2.8; 1.2.9; 1.2.10; 3.1.1; 5.1.2; 5.2; 5.6; 11.3.2 (2); 14.5; 14.5.1; 14.6.3; 14.10; 14.11; 14.12; 14.13; 14.18; and Article 20, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. Temporary employees are exempt from all provisions of Appendix A unless otherwise noted.

1.2.1 Temporary employees shall be paid for all hours worked at the first Pay Step of the hourly rates of pay set forth within Appendix A.

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

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

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

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

D. ...2,081st hour + 20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty-five percent [25%] premium pay.)

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

1.2.2.1 Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service as set forth within Section 1.2.8. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

1.2.2.2 The premium pay in Section 1.2.2 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.

1.2.3 Temporary Employee Medical and Dental Eligibility - Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-

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

1.2.3.1 Cumulative sick leave computed at the rate of 0.33 hours for all hours worked and with all benefits and conditions required by Ordinance 123698 shall be granted to all temporary employees not eligible for fringe benefits pursuant to SMC 4.20.055 (C), except that "work study" employees as defined by the administrative rules promulgated by the Seattle Office of Civil Rights shall not be eligible for the sick leave benefit.

1.2.4 Temporary Employee Holiday Work Premium Pay - A temporary employee who works on any of the specific calendar days designated by the City as paid holidays shall be paid at the rate of one and one-half (1½) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday during his/her scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1½) times the employee's regular straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.

1.2.5 A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2080) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, may request an unpaid leave of absence not to exceed the amount of vacation time he/she would have earned in the previous year if he/she had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and

scheduling of such unpaid leaves must be agreeable to the employing department. The leave shall be handled in a manner similar to the scheduling of vacation for regular employees. This provision shall not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 1.2.7.

1.2.6 Premium pay set forth within Section 1.2.2 shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave, holiday pay, funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 1.2.2.2, 1.2.3, and 1.2.4.

1.2.7 The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide all fringe benefits covered by the premium pay set forth within Section 1.2.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 1.2.2 shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Section 1.2.2 shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four point eight one percent (4.81%) which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 1.2.2 where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

1.2.8 The premium pay provisions set forth within Section 1.2.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (twelve [12] months or twenty-six [26] pay periods), it shall be presumed that the employee's break in service was voluntary.

1.2.9 The City may work temporary employees beyond one thousand forty (1,040) regular hours within any twelve (12) month period; provided however, the City shall not use temporary employees to supplant regular positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to

avoid accumulation of regular hours that would increase the premium pay provided for in Section 1.2.2, or solely to avoid considering creation of regular positions.

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

(Language involving 1.2 through 1.2.10 shall be subject to change based on new rules for temporary employees pursuant to the Glaser Law Suit Settlement.)

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

- 1.4 As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City which is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and or employment programs, vocational rehabilitation programs, work-study and student-intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work-Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.

- 1.4.1 The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the effective date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the union of such and upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program which involves the

performance of bargaining unit work within a given City department, beyond what has traditionally existed, shall not be a cause of (1) a layoff of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement that recently had been occupied by a regular full-time employee who performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

- 1.5 An employee who is worked out of classification or who is promoted on an interim basis from a classification falling under one bargaining unit to another bargaining unit shall remain under the jurisdiction of the initial bargaining unit until such time as his/her promotion becomes permanent.

ARTICLE 2 - NON-DISCRIMINATION

2.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, gender identity, veteran status, political ideology, ancestry or the presence of any sensory, mental or physical handicap unless based on a bona fide occupational qualification reasonably necessary to the operations of the City.

2.1.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

ARTICLE 3 - UNION MEMBERSHIP AND DUES

3.1 It shall be a condition of employment that each employee covered by this Agreement who voluntarily is or who voluntarily becomes a member of the Union shall remain a member of same during the term of this Agreement. It shall also be a condition of employment that each employee hired prior to January 1, 1972, currently covered by this Agreement, who is not a member of the Union, shall on or before the thirtieth (30th) day following said date either join the Union or pay an amount equivalent to the regular monthly dues of the Union to the Union. Any employee hired or appointed to a position into a bargaining unit covered by this Agreement on or after January 1, 1972, shall on or before the thirtieth (30th) day following the beginning of such employment join the Union. Failure by any such employee to apply for and/or maintain such membership in accordance with this provision shall constitute cause for discharge of such employee; provided however, the requirements to apply for Union membership and/or maintain union membership shall be satisfied by the employee's payment of the regular initiation fee or regular reinitiation fee and the regular dues uniformly required by the Union of its members.

3.1.1 A temporary employee may, in lieu of the Union membership requirements set forth within Section 3.1, pay a Union service fee in an amount equivalent to one and one-half percent (1½%) 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.

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

3.2 Failure by an employee to abide by the afore-referenced provisions of this Article shall constitute cause for discharge of such employee; provided however, it shall be the responsibility of the Union to notify the City in writing when it is seeking discharge of an employee for non-compliance with Sections 3.1 or 3.1.1 or 3.1.2 of this Article. When an employee fails to fulfill the union security obligations set forth within this Article, the Union shall forward a "Request for Discharge Letter" to the affected Department Head (with copies to the affected employee and the City Director of Labor Relations). Accompanying the Discharge Letter shall be a copy of the letter

to the employee from the Union explaining the employee's obligation under Article 3, Sections 3.1 or 3.1.1 or 3.1.2.

3.2.1 The contents of the "Request for Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Sections 3.1 or 3.1.1 or 3.1.2 of Article 3, but provide the employee and the City with thirty (30) calendar days' written notification of the Union's intent to initiate discharge action, during which time the employee may make restitution in the amount which is overdue. Upon receipt of the Union's request, the affected Department Head or designee, shall give notice in writing to the employee, with a copy to the Union and the City Director of Labor Relations that the employee faces discharge upon the request of the Union at the end of the thirty (30) calendar day period noted in the Union's "Request for Discharge Letter" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the affected department any information relevant to why the Department should not act upon the Union's written request for the employee's discharge.

3.2.2 In the event the employee has not yet fulfilled the obligation set forth within Sections 3.1 or 3.1.1 or 3.1.2 of this Article within the thirty (30) calendar day period noted in the Request for Discharge Letter, the Union shall thereafter reaffirm in writing to the affected Department Head, with copies to the affected employee and the Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Union rescinds its request of the discharge the City shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the union security obligation within the thirty (30) calendar day period, the Union shall so notify the affected Department Head in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Union has reaffirmed its request for discharge, the affected Department Head shall notify the Union in writing, with a copy to the City Director of Labor Relations and the affected employee, that the Department effectuated the discharge and the specific date such discharge was effectuated, or that the Department has not discharged the employee, setting forth the reasons why it has not done so.

3.3 The City shall deduct from the pay check of each employee who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union or the alternative biweekly Union service fees required of temporary employees per Section 3.1.1. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The Union shall indemnify and save harmless the City against any and all liability arising out of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request.

ARTICLE 4 - CLASSIFICATIONS AND RATES OF PAY

4.1 The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth within Appendix A which is attached hereto and made a part of this Agreement.

4.1.1 Effective January 1, 2014, base wage rates will be as displayed in Appendix A of this Agreement, which reflects a 2.0% increase.

4.1.2 Effective December 31, 2014, base wage rates referenced in 4.1.1 above shall be increased by 2.0% as displayed in Appendix A of this Agreement.

4.1.3 Effective December 30, 2015, base wage rates referenced in 4.1.2 above will be increased by 2.0% as displayed in Appendix A of this Agreement.

4.1.4 Effective December 28, 2016, base wage rates referenced in 4.1.3 above will be increased by 2.5% as displayed in Appendix A of this Agreement.

4.1.5 Effective December 27, 2017, base wage rates referenced in 4.1.4 above will be increased by 2.75% as displayed in Appendix A of this Agreement.

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

4.2 An employee, upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the position as set forth within Appendix A attached hereto.

4.2.1 An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment, except as otherwise provided for in Section 1.2.10 and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2,088 hours) of actual service, he/she will receive one-step increment in the higher-paid title; provided that he/she has not received a step increment in the out-of-class title

based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class that were properly paid per Article 5.9 of this Agreement, shall apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

4.2.2 Those employees who have been given step increases for periodic "work outside of classification" prior to the effective date of this Agreement shall continue at that step but shall not be given credit for future step increases, except as provided for in Section 4.2.1.

4.2.3 For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of actual service from the appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the salary range established for the class.

4.2.4 In determining actual service for advancement in salary step, absence due to sickness or injury for which the employee does not receive compensation may at the discretion of the City be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the City, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this Section, time lost by reason of disability for which an employee is compensated by Industrial Insurance or Charter disability provisions shall not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.

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

4.2.6 Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 4.2.1.

4.2.7 Promotions – Effective upon the signature date of this Agreement, an employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; provided that this provision shall apply only to appointments of employees

from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed". However, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

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

- A. If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee shall receive the maximum salary of the lower range.
- B. If the rate of pay received in the higher class is within the salary range for the lower class, the employee shall receive that salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class; provided however, the employee shall receive not less than the minimum salary of the lower range.

4.2.9 An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary rate of the lower range which is nearest to the salary rate to which he/she was entitled in his/her former position without reduction; provided however, such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of City service and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary range, such employee shall receive the salary he/she was receiving prior to such second reduction as an "incumbent" for so long as he/she remains in such position or until the regular salary for the lower class exceeds the "incumbent" rate of pay.

4.2.10 When a position is reclassified by ordinance to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate which shall be determined in the same manner as for a promotion; provided however, if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, he/she shall continue to receive such higher salary as an "incumbent" for so long as he/she remains in position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

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

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

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Hours Of Work - Eight (8) hours within nine (9) consecutive hours shall constitute a normal workday. There shall be no split work shifts. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days' off, except for relief shift assignments, four (4) day/ten-(10) hour work schedules and other special schedules.

5.1.1 Meal Period - Employees shall receive a meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift or when he/she is called in to work on his/her regular day off. The meal period shall be no less than one-half (½) hour nor more than one (1) hour in duration and shall be without compensation. Should an employee be required to work in excess of five (5) continuous hours from the commencement of his/her regular shift without being provided a meal period, the employee shall be compensated two (2) times the employee's straight-time hourly rate of pay for the time worked during his/her normal meal period and be afforded a meal period at the first available opportunity during working hours without compensation.

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

5.1.3 Where work conditions require continuous manning throughout a work shift for thirty (30) consecutive days or more the City may, in lieu of the meal period and rest periods set forth within Sections 5.1.1 and 5.1.2, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.

5.2 Overtime - All time worked in excess of eight (8) hours in any one (1) shift shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.1 All time worked before an employee's regularly scheduled starting time shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.2 All time worked on an employee's regularly scheduled days off shall be paid for at the rate of two (2) times the straight-time rate of pay.

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

5.2.4 A "work week" for purposes of determining whether an employee exceeds forty (40) hours in a work week shall be a seven (7) consecutive day period of time beginning on Wednesday and ending on Tuesday except when expressly designated to begin and end on different days and times from the normal Wednesday through Tuesday work week.

5.2.5 All overtime work shall be offered to qualified regular employees in the classification before any temporary employees are asked to work overtime. Scheduled overtime will be distributed as equally as possible among the employees who ordinarily perform, and who are deemed capable by the Employer of performing, the work requiring overtime.

5.3 Call Back - Employees who are called back to work after completing their regular shift shall be paid a minimum of four (4) hours straight-time pay for all time worked up to two (2) hours. Any time worked in excess of two (2) hours shall be paid for at double the straight-time rate of pay for actual hours worked.

Example: Zero (0) minutes to two (2) hours = four (4) hours' straight-time pay.
Two and one-half (2½) hours = five (5) hours straight-time pay. Four (4) hours =
eight (8) hours straight-time pay.

5.3.1 Definition of a Call Back - A Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of his/her regular work shift and is required to report back to work prior to the start of his/her next regularly scheduled work shift. An employee who is called back to report to work before the commencement of his/her regular work shift shall be compensated in accordance with the Call Back provisions of his/her Labor Agreement; provided however, in the event he/she is called back to report to work within two (2) hours from the starting time of his/her next regularly scheduled work shift, he/she shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of his/her next regularly scheduled work shift and the Call-Back provision shall not apply.

5.4 Meal Reimbursement - When an employee is specifically directed by the City to work ninety (90) minutes or longer at the end of his/her normal work shift of at least eight (8) hours or work ninety (90) minutes or longer at the end of his/her work shift of at least eight (8) hours when he/she is called in to work on his/her regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 the employee shall be given an allowance equal to but not to exceed the Seattle Runzheimer dinner rate in effect.

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

5.4.2 When an employee is called out in an emergency to work ninety (90) minutes or longer of unscheduled overtime immediately prior to his/her normal eight (8) hour work shift, said employee shall be eligible for meal allowance pursuant to Sections 5.4, 5.4.1 and 5.4.2.

5.4.3 Meal reimbursement while on Travel Status. An employee shall be reimbursed for meals while on travel status at the federal per diem rate for the closest location listed by the U.S. General Services Administration web site. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.

5.5 When management deems it necessary, work schedules may be established other than Monday through Friday; provided however, that where workweeks other than the basic departmental workweek schedules in force on the effective date of this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union at least forty-eight (48) hours in advance and, upon request, such change(s) shall be discussed with the Union. At least forty-eight (48) hours advance notification shall be afforded

the Union and the affected employees when shift changes are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first shift worked under the new schedule.

5.6 Implementation of a four (4) day, forty (40) hour or other alternative work schedule shall be subject to terms and conditions established by each department. The appointing authority may terminate alternative work schedules when the schedule ceases to meet the business needs of the employing unit. In administering the four (4) day, forty (40) hour work schedule or other alternative work schedule, overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week. It will be clearly established whether an alternative work schedule is applicable for a temporary employee.

5.6.1 For employees who work a four (4) day, forty (40) hour workweek or other alternative work schedule, the following shall apply:

If a holiday is observed on a Saturday or on a Friday that is the normal day off, the holiday will be taken on the last normal workday. If a holiday is observed on a Monday that is the normal day off or on a Sunday, the holiday will be taken on the next normal workday. This schedule will be followed unless the employee and his/her supervisor determine that some other day will be taken off for the holiday; provided, however, that in such case the holiday time must be used no later than the end of the following pay period. If the holiday falls on a Tuesday, Wednesday, or Thursday that is the employee's normal scheduled day off, the holiday must be scheduled off no later than the end of the following pay period.

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

5.8 Standby Duty - Whenever an employee is placed on Standby Duty by the City, the employee shall be available at a predetermined location to respond to emergency calls and when necessary, report as directed by departmental policy. Employees who are placed on Standby Duty by the City shall be paid at a rate of ten percent (10%) of the employee's straight-time hourly rate of pay. When an employee is required to return to work while on Standby Duty the Standby Duty pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 5.3. An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.

5.9

Work Outside of Classification - Effective January 1, 2014, work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position. When the duties of the higher-paid position are clearly outside the scope of an employee's regular classification for a period of three (3) hours or longer in any one (1) work week, he/she shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for a promotion. Proper authority shall be a supervisor and/or Crew Chief, who has been designated the authority by a manager or director directly above the position which is being filled out of class, and who has budget management authority of the work unit. The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class, and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. (If an employee is mistakenly assigned out-of-class who does not meet the above qualifications, the City will stop the practice immediately once discovered and will see that the out-of-class is paid for work already performed.) The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any one position. The six (6) month period may be exceeded under the following circumstances: 1) when a hiring freeze exists and vacancies cannot be filled; 2) extended industrial or off-the-job injury or disability; 3) when a position is scheduled for abrogation; or 4) a position is encumbered (an assignment in lieu of a layoff). When such circumstances require that an out-of-class assignment be extended beyond six (6) months for any one position, the City shall notify the union which represents the employee who is so assigned and/or the body of work which is being performed on an out-of-class basis. After nine (9) months, the union which represents the body of work being performed out of class must concur with any additional extension of the assignment. The union that represents the body of work will consider all requests on a good faith basis.

5.9.1 The practice of no out-of-class pay for paid leave will continue except that any sick leave taken in lieu of working a scheduled out-of-class assignment must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment or in the event of a regular appointment to the out-of-class title within 12 months of the out-of-class assignment.

5.9.2 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. When employees voluntarily apply for and voluntarily accept a position in a lower-level classification, they shall receive the salary rate for the lower class, which, without increase, is nearest

to the salary rate to which such employee was entitled in the higher class. For such temporary period, the employee shall continue to pay dues to the union of the higher class. The overtime provisions applicable are those of the contract covering the bargaining unit position of the work being performed on an overtime basis. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as his/her primary class, across union jurisdictional lines, with no change to his or her regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement and payment for absences do not apply in these instances.

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

5.9.4 The City shall make a reasonable effort to accommodate employees who have an off-the-job injury or illness with light-duty work if such work is available.

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

5.9.5.1 No employee may assume the duties of the higher-paid position without being formally assigned to do so except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to his or her department director for retroactive payment of out-of-class pay. The decision of the department director as to whether the duties were performed and whether performance thereof was appropriate shall be final.

ARTICLE 6 - HOLIDAYS

6.1 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
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th
Two Personal Holidays	
Two additional Personal Holidays for Eligible Employees	

6.1.1 Eligible employees are employees who have completed eighteen thousand seven hundred and twenty (18,720) hours on regular pay status by December 31, 2006 shall receive an additional two (2) personal holidays during 2007 for a total of four (4) personal holidays.

6.1.2 Effective January 1, 2007, employees who have completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status 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.

6.1.3 Whenever any paid holiday falls upon a Sunday, the following Monday shall be recognized as the paid holiday. Whenever any paid holiday falls upon a Saturday, the preceding Friday shall be recognized as the paid holiday; provided however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 6.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 6.4 shall be made only once per affected employee for any one holiday.

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

- 6.2 To qualify for holiday pay, City employees shall have been on pay status their normal workday before or their normal workday following the holiday; provided however, employees returning from non-pay leave who start work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.
- 6.3 A Personal Holiday shall be used during the calendar year as a regular holiday. Use of the Personal Holiday shall be requested in writing. When the Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay pursuant to Section 6.4 for all time worked on the originally scheduled Personal Holiday.
- 6.4 An employee who has been given at least forty-eight (48) hours advance notification and who is required to work on a holiday shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive one and one-half (1½) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive one and one-half (1½) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.
- 6.5 In the event an employee is required to work without having been given at least a forty-eight (48) hours advance notification on a holiday he/she normally would have off with pay, said employee shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive two (2) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive two (2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

ARTICLE 7 - ANNUAL VACATION

7.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 7.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

7.2 Regular pay status is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time and sick leave. At the discretion of the City, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation. Time lost by reasons of disability for which an employee is compensated by Industrial Insurance or Charter Disability provisions shall not be considered absence. An employee who returns after layoff shall be given credit for such prior service.

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

<u>COLUMN NO. 1</u>		<u>COLUMN NO. 2</u>			<u>COLUMN NO. 3</u>
<u>ACCRUAL RATE</u>		<u>EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE</u>			<u>MAXIMUM VACATION BALANCE</u>
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

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

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

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

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

7.7 "Service year" is defined as the period of time between an employee's date of hire and the one year anniversary date of the employee's date of hire or the period of time between any two (2) consecutive anniversaries of the employee's date of hire thereafter.

7.8 The minimum vacation allowance to be taken by an employee shall be one-half (½) of a day, or at the discretion of the Department Head, such lesser amount as may be approved by the Department Head.

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

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

7.11 Where an employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

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

ARTICLE 8 - SICK LEAVE, FUNERAL LEAVE AND EMERGENCY LEAVE

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

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

B. Disability of the employee due to pregnancy and/or childbirth.

Medical or dental appointments for the employee.

C. Care of family members as required of the City by State law and/or as defined and provided for by City of Seattle ordinance, which may be repealed in whole or in part by an initiative, in which case the parties shall renegotiate this provision in accordance with the terms of Article 21.

E. Employee absence from a worksite that has been closed by order of a public official to limit exposure to an infectious agent, biological toxin, or hazardous material.

F. Employee absence from work to care for a child whose school or place of care has been closed by public official to limit exposure to an infectious agent, biological toxin, or hazardous material.

G. Eligible reasons related to domestic violence, sexual assault, or stalking as set out in RCW 49.76.030.

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

8.1.2 Unlimited sick leave credit may be accumulated.

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

8.1.3.1 Cash payments of unused sick leave may be deferred for a period of one (1) year or less, providing the employee notifies his/her Department Human

Resources Office of his/her desires at the time of retirement. Request for deferred cash payments of unused sick leave shall be made in writing.

8.1.4 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.

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

8.1.6 Compensation for the first four (4) consecutive workdays of absence shall be paid upon approval of the Seattle Human Resources Director or his/her designee. In order to receive compensation for such absence, employees make themselves available for such reasonable investigation, medical or otherwise, as the Seattle Human Resources Director or his/her designee may deem appropriate.

8.1.6.1 Compensation for such absences beyond four (4) consecutive workdays shall be paid only after approval of the Seattle Human Resources Director or his/her designee of a request from the employee supported by a report of the employee's physician. The employee shall provide himself/herself with such medical treatment or take such other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.

8.1.6.2 Upon request by the employing unit, an employee shall provide documentation verifying cancellation of his or her child's school, day care, or other childcare service or program for sick leave use greater than four days for reasons authorized in Article 18.1.F of this Agreement.

8.1.6.3 An employing authority may also require that a request for paid sick leave to cover absences greater than four days for reasons set forth under Article 8.1.G of this Agreement be supported by verification that the employee or employee's family member is a victim of domestic violence, sexual assault, or stalking, and that the leave taken was for a reason eligible as set out in RCW 49.76.030. An employee may satisfy such

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

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

A. Off work on a holiday.

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

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

8.1.8.1 Prompt Notification - The employee shall promptly notify the immediate supervisor, by telephone or otherwise, on the first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor. For those absences of more than one day, notification on his/her first day off with an expected date of return shall suffice. The employee shall advise the supervisor of any change in expected date of return. If an employee is on a special work schedule, particularly where a relief replacement is necessary when the employee is absent, the employee shall notify the immediate supervisor as far as possible in advance of the scheduled time to report for work.

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

8.1.8.3 Claims To Be In Hours - Sick leave shall be claimed in 15 minute increments to the nearest full 15 minute increment, a fraction of less than 8 minutes being disregarded. Separate portions of absence interrupted by a return to work shall be claimed on separate application forms.

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

8.1.8.5 Rate of Pay for Sick Leave Used - An employee who uses paid sick leave shall be compensated at the rate of pay he or she would have earned had he or she worked as scheduled, with the exception of overtime (See Article 8.1.8.6). For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for

those hours missed due to sick leave. See also Articles 5.8 and 5.9.1 for sick leave use and rate of pay for out-of-class assignments and standby duties.

8.1.8.6 Rate of Pay for Sick Leave Used to Cover Missed Overtime - An employee may use paid leave for scheduled mandatory overtime shifts missed due to eligible sick leave reasons. Payment for the missed shifts shall be at the straight-time rate of pay the employee would have earned had he or she worked. An employee may not use paid sick leave for missed voluntary overtime shifts, which is scheduled work that the employee elected or agreed to add to his or her schedule.

8.1.8.7 Sick Leave Transfer Program - Employees shall be afforded the option to transfer and/or receive sick leave in accordance with the terms and conditions of the City's Sick Leave Transfer Program as established and set forth by City Ordinance. All benefits and/or rights existing under such program may be amended and/or terminated at any time as may be determined appropriate by the City. All terms, conditions and/or benefits of such program shall not be subject to the grievance procedure.

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

8.2.1 Bereavement/funeral leave may be allowed for bereavement purposes and/or attendance at the funeral of any other relative as allowed by Seattle Municipal Code (SMC) 4.28.020. Such relatives shall be determined as close relatives or relatives other than close relatives pursuant to the terms of SMC 4.28.020 for purposes of determining the extent of Bereavement/Funeral leave or sick

leave allowable as provided for in Section 8.2. In the event SMC 4.28.020 is repealed in whole or in part by an initiative, the parties shall renegotiate this provision in accordance with the terms of Article 21.

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

- A. The employee's spouse, child, parent, or domestic partner has unexpectedly become seriously ill or has had a serious accident; or
- B. An unforeseen occurrence with respect to the employee's household (e.g., fire or flood or ongoing loss of power). "Household" shall be defined as the physical aspects of the employee's residence.
- C. The "day" of emergency leave may be used for two separate incidents. The total hours compensated under this provision, however, shall not exceed eight (8) in a contract year.

8.4 Paid Parental Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.

8.5 Paid Leave for 2010 Furloughs - Employees who furloughed in 2010 shall receive the same number of leave hours taken in 2010 and those hours will be split equally to be used in 2016 and 2017. In no case shall employees receive more than eighty (80) hours leave. Employees shall take the leave provided under this paragraph in full-day increments to the extent possible and the hours will not carry over to the following year. Employee must be in regular or benefit eligible temporary status in order to receive this benefit. In the case that the employee did not take furlough days in 2010 because they had planned to retire, and then elected not to retire and subsequently "paid" for those furlough days, they will be compensated with the same leave

ARTICLE 9 - INDUSTRIAL INJURY OR ILLNESS

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

9.1.1 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 or other paid leave account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation or other paid leave may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation or other paid leave is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability equals or extends beyond fourteen (14) calendar days, then (1) any accrued sick leave, vacation, or other paid leave utilized due to absence from his/her regular duties as provided for in this section shall be reinstated and the employee shall be paid in accordance with Section 9.1 which provides payment at the eighty percent (80%) rate, or (2) if no sick leave, vacation, or other paid leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 9.1.

9.1.2 Such compensation shall be authorized by the Seattle Human Resources 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.

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

9.1.4 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) calendar days after notification to the employee.

9.2 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 9.1. 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 9.1.

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

9.4 Sick leave shall not be used for any disability herein described except as allowed in Section 9.1.

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

9.6 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 R.C.W.

9.7 The parties agree either may reopen for negotiation the terms and conditions of this Article.

ARTICLE 10 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

10.1 The following shall define terms used in this Article:

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

10.1.2 Regular Appointment - The authorized appointment of an individual to a position covered by Civil Service.

10.1.3 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; through promotion or transfer to a 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.

10.1.4 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.

10.1.5 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.

10.1.6 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.

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

10.2.1 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.

10.2.2 An employee shall become regular after having completed his/her probationary period unless the individual is dismissed under provisions of Section 10.3 and Section 10.3.1.

10.2.3 An employee's probationary period may be extended up to six (6) additional months by written mutual agreement between the department, the employee

and the Union, subject to approval by the Seattle Human Resources Director prior to the expiration of the initial twelve (12) month probationary period.

10.3 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 Seattle Human Resources Director and a copy sent to the Union.

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

10.4 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 10.1.3.

10.4.1 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.

10.4.2 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.

10.4.3 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.

10.4.4 An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Personnel Director prior to expiration of the trial service period.

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

10.4.6 The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.

10.4.7 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.

10.4.8 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.

10.4.9 An employee whose name is on a valid Reversion Recall List who accepts employment with the City in another class and/or department shall have his/her name removed from the Reversion Recall List.

10.4.10 A reverted employee shall be paid at the step of the range which he/she normally would have received had he/she not been appointed.

10.5 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 Seattle Human Resources Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is still 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 Seattle Human Resources Director, require that a twelve (12) month trial service period be served in that department.

10.5.1 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.

10.5.2 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 term 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.

10.5.3 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.

10.6 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 Seattle Human Resources 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.

10.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 11.

ARTICLE 11 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

11.1 Transfers - The transfer of an employee shall not constitute a promotion except as provided in Section 11.1.2.(5).

11.1.1 Intra-departmental 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 Seattle Human Resources Director, but must report any such transfer to the Seattle Department of Human Resources within five (5) days of its effective date.

11.1.2 Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Seattle Human Resources Director's approval as follows:

- A. Transfer in the same class from one department to another.
- B. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.
- C. Transfer, in lieu of layoff, may be made to a 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 for 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 11.3.4.
 - 1. 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.
 - 2. 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 11.4.

- D. 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.
- E. 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 11.1.2.(4) is not practicable.
- F. The Seattle Human Resources Director may approve a transfer under Sections 11.1.2 (1), (2), (3), (4) or (5) above with the consent of the appointing authority of the Receiving Department only, upon a showing of the circumstances justifying such action.
- G. 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.

11.1.2.1 Employees transferred pursuant to the provisions of Section 11.1.2 shall serve probationary and/or trial service periods as may be required in Article 10, Sections 10.5, 10.5.1, 10.5.2, and 10.5.3.

11.1.3 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular employees shall be given priority consideration for lateral transfer to any open position in the same classification within his/her department.

11.1.4 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular part-time employees shall be given priority consideration for full-time positions in the same classification which become available within his/her department.

11.2 Voluntary Reduction - A regularly appointed employee may be reduced to a lower class upon his/her written request stating his/her reason for such reduction, if the request is concurred in by the appointing authority and is approved by the Seattle Human Resources Director. Such reduction shall not displace any regular, trial service or probationary employee.

11.2.1 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 11.5. 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.

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

11.3.1 Layoff - 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.

11.3.2 In a given class in a department, the following shall be the order of layoff:

- A. Interim appointees
- B. Temporary or intermittent employees not earning service credit.
- C. Probationary employees*
- D. Trial service employees* (who cannot be reverted in accordance with Section 10.4.2.)
- E. 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 during probation.

11.3.3 However, the City may lay off out of the order described above for one or more of the reasons cited below:

- A. Upon showing by the appointing authority that the operating needs of the department require a special experience, training, or skill.
- B. When (1) women or minorities are substantially underrepresented in an "EEO" category within a department; or (2) a planned layoff would produce substantial under representation 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.

11.3.4 At the time of layoff, a regular employee or a trial service employee (per 11.3.2 above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in his/her department or he/she may be transferred as provided in Section 11.1.2(3). 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 11.5.

11.4 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 for one (1) year from the date of layoff.

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

11.4.2 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.

11.4.3 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:

- A. 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.
- B. 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.
- C. 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.
- D. 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 10, Section 10.4 shall apply.

- E. 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 10, Section 10.4 shall apply.
- F. 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.
- G. 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.
- H. The Union 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 these bargaining units provided the Union representing those employees has agreed to a reciprocal right to employees of these bargaining units. Otherwise, this section shall only be applicable to those positions that are covered by this Agreement.

11.4.4 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.

11.5 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:

- A. After completion of the probationary period, service credit shall be given for employment in the same, equal or higher class, including service in other departments and shall include temporary or intermittent employment in the same class under regular appointment prior to permanent appointment.
- B. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position.

- C. Service credit shall be given for previous regular employment of an incumbent in a position which has been reallocated and in which the employee has been continued with recognized standing.
- D. Service credit shall be given for service prior to an authorized transfer.
- E. Service credit shall be given for time lost during:
 - 1. Jury Duty;
 - 2. Disability incurred in line of service;
 - 3. Illness or disability compensated for under any plan authorized and paid for by the City;
 - 4. Service as a representative of the Union affecting the welfare of City employees;
 - 5. Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

11.5.1 No service credit shall be given:

- A. For service of a regular employee in a lower class to which he/she has been reduced and in which he/she has not had regular standing, except from the time of such reduction.
- B. For any employment prior to a separation from the Civil Service other than by a resignation which 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.

11.6 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 12 - HEALTH CARE, DENTAL CARE, LIFE
AND LONG TERM DISABILITY INSURANCE**

- 12.1 Effective January 1, 2014, the City shall provide medical, dental, and vision plans (with Group Health, Aetna Traditional, Aetna Preventative and Washington Dental Service as self-insured plans, and 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 2014, 2015, 2016, 2017, and 2018, 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 An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 12.1 or similar programs as determined by the Labor-Management Health Care Committee.
- 12.1.2 For calendar years 2014, 2015, 2016, 2017, and 2018, the City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.
- 12.1.3 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.
- 12.1.4 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).
- 12.2 Life Insurance - The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:
- 12.2.1 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the

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

12.2.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Sections 12.2 or 12.2.1 to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.

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

12.3 Long Term Disability - The City shall provide a Long Term Disability (LTD) Insurance program for all eligible employees for occupation and non-occupational accidents or illnesses. The City shall pay the full monthly premium cost of a base plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first six hundred sixty seven dollar (\$667) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum eight thousand three hundred thirty-three dollars [\$8,333] per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.

12.3.1 During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any long-term disability benefits covered by Section 12.3 and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.

12.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2014 for the base plan; provided further, such cost shall not exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 12.3.

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

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

- 12.6 Labor-Management Health Care Committee - A Labor-Management Health Care Committee was established and became effective January 1, 2001, by the parties. This Committee is responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall operate and exercise its appropriate decision-making authorities consistent with said Memorandum of Agreement, and decide whether to administer other City-provided insurance benefits.

ARTICLE 13 – RETIREMENT

- 13.1 Pursuant to Ordinance 78444 as amended, all employees shall be covered by the Seattle City Employees Retirement System.
- 13.2 Effective January 1, 2017, consistent with Ordinance 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

ARTICLE 14 - GENERAL CONDITIONS

14.1 **Mileage Allowance** - An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes.

14.1.1 The cents (¢) per mile mileage reimbursement rate set forth shall be adjusted up or down to reflect the current rate.

14.1.2 In those situations where an employee within a particular job classification is regularly scheduled every shift to report to a headquarter site and to a job site at a different location and/or to report to more than one job site within the course of one shift, the employing department shall provide the necessary transportation. As an alternative, if the employing department requires the employee to drive his/her personal automobile to the job sites, special mileage provisions may be negotiated on a case-by-case basis.

14.2 **Skagit Conditions** - When City Light employees working at the Skagit facilities are prevented (due to impassable roads on Skagit Project, or similar conditions) from returning to their regular place of residence after completing their workday or shift, the Department shall provide the employee with suitable food and quarters at no cost to the employees. In addition, the Department shall pay one hour's pay per day, at the employee's regular hourly rate, for each day away from his/her regular residence.

14.2.1 **Skagit Conditions** - City Light employees traveling to a work site other than where they are normally assigned, shall travel in Department vehicles or vessels on Department time.

14.3 **City Light Department Out-of-Town Rules** - When an employee, crews, or any part of a crew or crews, regularly assigned to a headquarter inside the distribution area is or are to be shifted to any location outside the Seattle distribution area to perform a specific job, the following conditions shall prevail:

A. Acceptable board and lodging shall be furnished by the Department.

B. Time consumed in traveling to and from Seattle and the work location shall be considered part of the workday. Any time consumed in this travel to and from Seattle outside of regular working hours shall be at the overtime rate of pay.

- C. The normal workweek shall be Monday through Friday. Hours of work shall be 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. Other workweeks and hours may be established if necessary in order to coordinate with other forces.
- D. An employee regularly assigned to the Seattle distribution area shall not be assigned to work at any headquarters outside that area for more than thirty (30) working days out of any ninety (90) working days.
- E. At least forty eight (48) hours' notice shall be given the employees for assignment to work outside the Seattle distribution area, except in an extreme emergency.
- F. In order to coordinate work schedules, personnel temporarily assigned to the Boundary Project shall be paid one-half ($\frac{1}{2}$) hour extra pay per day at the straight-time rate as compensation for travel between the work site and the board and lodging facility.

14.4

Union Visitation - The Union Representative party to this Agreement may, after notifying the City official in-Charge, visit the work location of employees covered by this Agreement at any reasonable time during working hours. For purposes of this Section, "City official in-Charge" shall mean the supervisor in-charge of the work area to be visited or, if the work area is located outside of the corporate limits of the City of Seattle, the "City official in-Charge" shall mean the official in-charge of that particular facility (e.g., Skagit Project), or, the official designated by the affected department. The Union representative shall limit his/her activities during such visit to matters relating to this Agreement. Such visits shall not interfere with work functions of the department. City work hours shall not be used by employees and/or the Union representative for the conduct of Union business or the promotion of Union affairs other than hereinbefore stated.

14.5

Union Shop Stewards - The Union party to this Agreement may appoint a shop steward in the various City departments affected by this Agreement. Immediately after appointment of its shop steward(s), the Union must furnish the Seattle Department of Human Resources and the affected Department(s) with a list of those employees who have been designated as shop stewards and their area of responsibility. Failure to provide such a list and/or disagreement over the number and/or area of responsibility of shop stewards between the City and the Union covered by this Agreement shall result in non-recognition by the City of the appointed shop stewards in question. The City must notify the Union within fifteen (15) calendar days of receipt of the Union's list or revised list if it objects to the number and/or area of responsibility of appointed shop stewards. Where there is a disagreement over the number and/or area of responsibility of appointed shop stewards,

said issues shall be discussed between the City and the Union. If the parties cannot mutually resolve their differences, the issues shall be submitted to the Labor-Management Committee for final resolution. The list shall also be updated as needed. Shop stewards shall perform their regular duties as such but shall function as the Union's representative on the job solely to inform the Union of any alleged violations of this Agreement and process grievances relating thereto; provided however, temporary employees may serve as shop stewards to inform the Union of any alleged violations of this Agreement that apply to temporary employees only and may process grievances relating thereto. The shop steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

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

14.6 Safety Standards - All work shall be done in a competent and workman-like manner, and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules which shall be complied with.

14.6.1 The practice of safety as it relates to City employees and equipment shall be paramount and in accordance with Washington Industrial Safety and Health Act (WISHA) standards.

14.6.2 The minutes of safety meetings shall be posted on the department bulletin boards.

14.6.3 No employee shall be required to operate unsafe equipment or work with unsafe material where adequate safeguards are not provided. An employee shall not be disciplined or suffer a loss of wages if any of the conditions described herein actually prevail. Upon determination or suspicion that the equipment or material is unsafe where safeguards are inadequate, the employee shall report such to the supervisor immediately. If the supervisor determines that the equipment or material is safe because the safeguards are adequate and the employee still has a concern, then the departmental Safety Officer shall be called upon to make a final determination.

14.7 Bulletin Boards - The City, upon written request from the Union relative to a specific City department which employs individuals covered by this Agreement, shall provide bulletin board space for the use of the Union.

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

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

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

14.8.1 In construing this Section, it is understood that:

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

14.9 Career Development - The City and the Union agree that employee career growth can be beneficial to both the City and the affected employee. As such, consistent with training needs identified by the City and the financial resources appropriated therefore by the City, the City shall provide educational and training opportunities for employee career growth. Each employee shall be responsible for utilizing those training and educational opportunities made available by the City or other institutions for the self-development effort needed to achieve personal career goals.

14.9.1 The City and the Union shall meet periodically to discuss the utilization and effectiveness of City-sponsored training programs and any changes to same which pertain to employees covered by this Agreement. The City and the Union shall use such meetings as a vehicle to share and to discuss problems and possible solutions to upward mobility of employees covered by this Agreement and to identify training programs available to employees covered by this Agreement.

14.10 Uniforms - The City shall provide and clean uniforms on a reasonable basis whenever employees are required by the City to wear uniforms.

14.11 Footwear Allowance –The City shall pay the amounts in A through E below per Agreement year through December 31, 2018 for each regular full-time employee as partial reimbursement for the cost of purchasing or repairing protective or other specified footwear or other work gear (example: rain-gear, gloves, etc.) when such items are required by the City. Requests for reimbursement of such footwear or gear shall be accompanied by an itemized receipt showing the amount and place of purchase or repair. An employee who does not use the amount in one calendar year may carry over the remaining balance to the next year for use in addition to the amount allocated for that year. This carryover shall extend for the five calendar years of the Agreement, but not into the ensuing year after the expiration of the Agreement. Temporary employees who qualify for the "0521st hour through 1040th hour" level of premium pay or greater as set forth within Section 1.2.2, shall be eligible for receipt of the footwear or gear allowance every other year subject to the conditions set forth herein for receipt of same by regular employees. Gear does not include articles of clothing already being issued.

A. Effective January 1, 2014, one hundred eight dollars (\$108).

B. Effective January 1, 2015, one hundred eight dollars (\$108).

C. Effective January 1, 2016, one hundred twenty eight dollars (\$128).

D. Effective January 1, 2017, one hundred forty eight dollars (\$148).

E. Effective January 1, 2018, one hundred forty eight dollars (\$148).

14.12 Identification Cards - Picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible, but conspicuous place on their person by all such employees. Any such picture identification cards shall identify the employee by first name and last name initial (or at the employee's option, first name initial and last name), employee number, job title, and photograph only. The City shall pay the replacement fee for a card that is lost no more frequently than once in any eighteen (18) month period of time. Otherwise, if the card is lost or mutilated by the employee, there shall be a replacement fee of thirty dollars (\$30) to be borne by the employee. The cost of replacing the card damaged due to normal wear and tear shall be borne by the City and shall not be the responsibility of the employee.

14.13 The City reserves the right to open Article 14.14 for the purpose of negotiating changes to employee parking and fees to address incentives for High Occupancy Vehicle (HOV) parking and disincentives for Single Occupancy

Vehicle (SOV) parking and other matters as may be necessary for an effective commute trip reduction program, as required by the City of Seattle Ordinance and State Law RCW 70.94.521-551.

14.14 Metro Passes - The City shall provide a transit subsidy benefit consistent with SMC 4.20.370.

14.15 On or about May 1st of each calendar year, the City shall provide the Union with a current listing of all employees within the bargaining unit.

14.16 If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involves the driving of vehicles requiring the driver to have a State Commercial Driver's License (CDL), fees charged by the State for acquiring the license shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The City will pay, as a maximum amount, the rates charged by City-identified clinics for the physical exam required to obtain or renew the license on City time. Employees shall be notified of clinics offering the physical exam at this reimbursement rate. If an employee is covered by a City medical plan which includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Group Health or Aetna) or shall seek reimbursement through the medical plan. The City shall make a reasonable effort to make City trucks or equipment available for skill tests.

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

14.16.2 Employees in other job titles or positions not involving the driving of vehicles requiring the CDL who wish to take exam preparation or driver training courses may request approval of the courses and reimbursement of fees in the normal manner in which educational expenses are applied for and approved by Departments; provided however, license fees for these individuals shall not be reimbursed, nor shall the City be obligated to make City trucks or equipment available for skill tests for these individuals. Nothing contained herein shall guarantee that written exams, skill tests or training classes established for the purposes described herein shall be conducted during regular work hours or through adjusted work schedule(s) nor shall such written exams, skill tests or training classes be paid for on an overtime basis.

14.16.3 To obtain or renew a Hazardous Material Endorsement (HME) for positions that currently require a Commercial Drivers License (CDL), employees will be expected to submit to a background check and fingerprinting. The background check and fingerprinting are required to meet Federal regulations. The application will be done on City time and the cost of the

application and fee for such endorsement will be paid by the City if such endorsement is required by the job.

14.17 The City shall provide employees with appropriate training in the safe operation of any equipment prior to its use.

14.18 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.

14.18.1 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.

14.19 The City and the Union encourage the use of the "Early Mediation Project" or other alternative dispute resolution (ADR) processes to resolve non-contractual workplace conflict/disputes. Participation in the project or in an ADR process is entirely voluntary, confidential, and does not impact grievance rights.

14.20 Employees may be afforded sabbatical leave under the terms and conditions of Seattle Municipal Code Chapter 4.33.

14.21 Any non-supervisory employee assigned to train employee's outside of the employee's normal duties (as defined by the class specification) will be given a four percent (4%) (or higher rate, if that has been past practice) premium while so assigned. Such premium will be given for formal training involving group or classroom training of four (4) hours or more, and such training will be assigned by management and involve more than normal on-the-job training. (Examples of such formal training shall include, but not limited to first aid, CPR, or pesticide training.)

14.22 Contracting Out – 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.

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

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

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

- A. No more than two (2) employees per negotiations session shall be authorized under this provision.
- B. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall **not** be applicable to this provision. No more than an aggregate of one hundred (100) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision for bargaining.
- C. If the aggregate of one hundred (100) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.
- D. This provision shall automatically become null and void with the expiration of the predecessor 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.

14.24 Supervisor's Files – Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the

requirements of state law, RCW 49.12.240, RCW 49.12.250, RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.

14.25 Meeting Space – Where allowable and prior arrangements have been made, the City may make available to the Unions, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.

14.26 Testify before Civil Service Commission - Any individual member covered by this Agreement, who is directly involved through individual appeal, in a matter being reviewed by the Civil Service Commission, shall be allowed time during working hours without loss of pay to attend such a meeting if called to testify.

14.27 Pay for Deployed Military

- A. 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.

- B. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted his or her annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

14.28 The Union and the City agree to the following:

- A. A reopener on impacts associated with the Affordable Care Act (ACA);

- B. For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts;
- C. For the duration of this agreement, the City agrees to a reopener to discuss the City's compensation philosophy and methods and processes associated with determining wage adjustments, including the City's interest in total compensation; and,
- D. For the duration of this agreement, the Union agrees to open negotiations to modify Personnel Rule 10.3.3 to include current employees in the City's criminal background check policy

ARTICLE 15 - LABOR-MANAGEMENT COMMITTEES

15.1 It is the intent of the Union to carry out its collective bargaining responsibility as an organization recognized as a collective bargaining representative by the City. To this end, the City agrees to confer with officials of the Union on matters subject to collective bargaining. The Union agrees that all representations made on its behalf by its agents shall have the same force and effect as if made by the Union itself, and that notices or other communications exchanged between the City and the Union or its agents shall have the same force and effect as if made by the Union itself.

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

The management representatives to the Committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Union may appoint a minimum of one (1) labor representative to the Committee.

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

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

15.3.2 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.

ARTICLE 16 - WORK STOPPAGES AND JURISDICTIONAL DISPUTES

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

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

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

16.2 Jurisdictional Disputes - Any jurisdictional dispute which may arise between any two (2) or more labor organizations holding current collective bargaining agreements with the City of Seattle shall be settled in the following manner:

- A. A Union which contends a jurisdictional dispute exists shall file a written statement with the City and other affected Unions describing the substance of the dispute.

- B. During the thirty (30) day period following the notice described in Section 16.2(1), the Unions along with a representative of the City shall attempt to settle the dispute among themselves, and if unsuccessful shall request the assistance of the Washington State Public Employment Relations Commission.

ARTICLE 17 - RIGHTS OF MANAGEMENT

- 17.1 The right to hire, promote, discharge for just cause, improve efficiency, determine the work schedules and location of Department headquarters are examples of management prerogatives. The City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.
- 17.2 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 employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to a specific job within the bargaining unit, the right to temporarily assign employees to a specific job or position outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.
- 17.3 The Union recognizes the City's right to establish and/or revise performance evaluation system(s). Such system(s) may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees. In establishing new and/or revising existing evaluation system(s), the City shall meet prior to implementation with the Labor-Management Committee to jointly discuss such performance standards.
- 17.4 The City agrees that performance standards shall be reasonable

ARTICLE 18 - SUBORDINATION OF AGREEMENT

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

ARTICLE 19 - ENTIRE AGREEMENT

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

ARTICLE 20 - GRIEVANCE PROCEDURE

- 20.1** Any dispute between the City and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a contract grievance. The following outline of grievance procedures is written for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.
- 20.2** A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the contract grievance procedure and be processed within the time limits set forth herein.
- 20.2.1** Grievances shall be filed at the Step in which there is authority to adjudicate such grievance within twenty (20) business days of the alleged contract violation. (Business days are defined as Monday through Friday excluding recognized City holidays [not to include personal holidays].)
- 20.3** As a means of facilitating settlement of a contract grievance, either party may include an additional member at its expense on its committee. Additionally, either party may amend an initial grievance up to the second Step of the following procedure. If at any Step in the contract grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.
- 20.4** For grievances filed in accordance with Sections 20.2 and/or 20.2.1, failure by an employee or the Union to comply with any time limitation of Steps 2, 3, and 4 of the procedure in this Article shall constitute withdrawal of the grievance; provided however, 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.
- 20.5** Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.
- 20.6** A contract grievance shall be processed in accordance with the following procedure:
- 20.6.1** (Step 1) - The contract grievance shall be reduced to written form by the aggrieved employee and/or the Union, stating the section of the agreement allegedly violated and explaining the grievance in detail. The aggrieved employee and/or the Union Representative shall present the written grievance

to the employee's supervisor within twenty (20) business days of the alleged contract violation, with a copy of the grievance submitted to the Union by the aggrieved employee. The immediate supervisor should consult and/or arrange a meeting with his/her supervisor, if necessary to resolve the contract grievance. The parties shall make every effort to settle the contract grievance at this stage promptly. The immediate supervisor shall, in writing, answer the grievance within ten (10) business days after being notified of the grievance, with a copy of the response submitted to the aggrieved employee and the Union.

20.6.2 (Step 2) - If the contract grievance is not resolved as provided in Step 1, or if the contract grievance is initially submitted at Step 2, it shall be reduced to written form, which shall include identification of the Section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The Union representative shall forward the written contract grievance to the Division Head with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

20.6.2.1 With Mediation

A. At the time the Union submits the grievance to the division head, the Union Representative or the aggrieved employee or the division head 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 representative. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within ten (10) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or his/her designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The 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 the 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 appropriate division head,

and the Union representative shall be so informed by the ADR Coordinator.

- B. 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.
- C. If the grievance is not resolved through mediation, the Division Head shall thereafter convene a meeting within ten (10) business days between the Union representative and aggrieved employee, together with the designated Supervisor, the Section Manager, the Department Labor Relations Officer and any other members of management whose presence is deemed necessary by the City to a fair consideration of the alleged contract grievance. The City Director of Labor Relations or his/her designee may attend such meeting. The Division head shall give a written answer to the Union within ten (10) business days after the contract grievance meeting.

20.6.3 (Step 3) - If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after the Step 2 answer or if the contract grievance is initially submitted at Step 3, within twenty (20) business days, pursuant to Section 20.2.1 to the City Director of Labor Relations with a copy to the appropriate Department Head. The Director of Labor Relations or his/her designee shall investigate the alleged contract grievance and, if deemed appropriate, he/she shall convene a meeting between the appropriate parties. He/she shall thereafter make a confidential recommendation to the affected Department Head who shall, in turn, give the Union an answer in writing ten (10) business days after receipt of the contract grievance or the meeting between the parties.

20.6.3.1 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.

20.6.4 (Step 4) - If the contract grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. It may be referred to the Federal Mediation and Conciliation Service for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration shall be made within twenty (20)

business days after the City's answer or failure to answer in Step 3, and shall be accompanied by the following information:

- A. Identification of Section(s) of Agreement allegedly violated.
- B. Nature of the alleged violation.
- C. Question(s) which the arbitrator is being asked to decide.
- D. Remedy sought.
- E. In lieu of the procedure set forth in Section 20.6.4, Step 4, the City and the Union may mutually agree to select an arbitrator to decide the issue.
- F. Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from the ADR Coordinator that the grievance was not resolved in mediation.

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

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

20.8.1 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 power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

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

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

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

20.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided however, disciplinary action may be processed through the contract grievance procedure; provided further, an employee covered by this Agreement must upon initiating objections relating to disciplinary action use

either the contract grievance procedure contained herein (with the Union processing the grievance) or pertinent Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate his/her objections relating to a disciplinary action through both the grievance procedure and the Civil Service Commission, the grievance shall be considered withdrawn upon first notice that an appeal has been filed before the Civil Service Commission. In grievances relating to discharge, the City shall present its position first before an arbitrator or the Civil Service Commission.

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

- A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the time lines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and
- B. Either party may make an "Offer of Settlement" to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an offer of settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 20.8.3.
- C. The parties may mutually agree to alter, amend or eliminate these procedures by executing a revised Memorandum of Agreement.

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 hereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.

ARTICLE 22– DISCIPLINARY ACTIONS

22.1 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:

- A. verbal warning;
- B. written reprimand;
- C. suspensions;
- D. demotion; or
- E. termination.

22.1.1 Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.

22.2 In cases of suspension or discharge, the specified charges and duration, where applicable, of the action shall be furnished to the employee in writing not later than one (1) working day after the action became or becomes effective. An employee may be suspended for just cause pending demotion or discharge action.

ARTICLE 23 - TERM OF AGREEMENT

23.1 All terms and provisions of this Agreement shall become effective upon signature of both parties unless otherwise specified elsewhere, and shall remain in full force and effect through December 31, 2018. 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, 2018. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

23.2 Notwithstanding the provisions of Section 23.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement shall continue to remain in full force and effect during the course of collective bargaining, until such time as the terms of a new Agreement have been consummated, or unless consistent with RCW 41.56.123 the City serves the Union with ten (10) days' notice of intent to unilaterally implement its last offer and terminate the existing Agreement.

Signed this _____ day of _____, 2016

CITY OF SEATTLE, WASHINGTON
Executed Under Authority of

Ordinance No. _____

IAMAW, District Lodge 160, Local 79

By _____
Dan Morgan
Directing Business Representative
Machinists, District Lodge 160, Local 79

By _____
Edward B. Murray, Mayor

By _____
Melody Coffman
Business Agent
Machinists, District Lodge 160, Local 79

By _____
David Bracilano
Director of Labor Relations

APPENDIX “A” to the AGREEMENT

by and between

THE CITY OF SEATTLE

And

**International Association of Machinists and Aerospace Workers,
District Lodge 160, Local 79**

Effective January 1, 2014 through December 31, 2018

This APPENDIX is supplemental to the AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 79, hereinafter referred to as the Union, for the period from January 1, 2014 through December 31, 2018. This APPENDIX shall apply exclusively to those classifications identified and set forth herein. The rates in Appendix A are illustrative of the increases provided in Articles 4.1.1 through 4.1.5 and any discrepancies shall be governed by those Articles.

A.1 Hourly Rates of Pay, Effective January 1, 2014.

CLASSIFICATION	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Hydroelectric Maintenance Machinist	37.42	38.66	39.89	41.55				
Hydroelectric Maintenance Machinist Apprentice	28.25	29.92	31.58	33.24	34.90	36.57	38.23	39.89
Hydroelectric Maintenance Machinist Crew Chief	44.84	46.28	48.21					
Machinist Specialist	27.07	28.24	29.40					
Machinist, Journeyworker In Charge	46.78							
Station Maintenance Machinist Crew Chief	36.87	38.27	39.78					
Station Maintenance Machinist	32.18	33.55						
Station Maintenance Machinist, Senior	34.17	35.64						
Utility Systems Maintenance Technician	27.35	28.39	29.52					
Utility Systems Maintenance Technician, Senior	28.94	30.05	31.24					
Water Meter Repairer	26.38	27.47	28.51					
Water Meter Repairer, Senior	27.33	28.39	29.56					

The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:

- Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months
- Step 2 – 72% of Hydroelectric Maintenance Machinist of top step pay from 07-12 months
- Step 3 – 76% of Hydroelectric Maintenance Machinist of top step pay from 13-18 months
- Step 4 – 80% of Hydroelectric Maintenance Machinist of top step pay from 19-24 months
- Step 5 – 84% of Hydroelectric Maintenance Machinist of top step pay from 25-30 months
- Step 6 – 88% of Hydroelectric Maintenance Machinist of top step pay from 31-36 months
- Step 7 – 92% of Hydroelectric Maintenance Machinist of top step pay from 37-42 months
- Step 8 – 96% of Hydroelectric Maintenance Machinist of top step pay from 43+ months

A.1.2 Hourly Rates of Pay, Effective December 31, 2014.

CLASSIFICATION	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Hydroelectric Maintenance Machinist	38.17	39.43	40.69	42.38				
Hydroelectric Maintenance Machinist Apprentice	28.82	30.52	32.21	33.90	35.60	37.30	38.99	40.69
Hydroelectric Maintenance Machinist Crew Chief	45.74	47.21	49.17					
Machinist Specialist	27.61	28.80	29.99					
Machinist, Journeyworker In Charge	47.72							
Station Maintenance Machinist Crew Chief	37.61	39.04	40.58					
Station Maintenance Machinist	32.82	34.22						
Station Maintenance Machinist, Senior	34.85	36.35						
Utility Systems Maintenance Technician	27.90	28.96	30.11					
Utility Systems Maintenance Technician, Senior	29.52	30.65	31.86					
Water Meter Repairer	26.91	28.02	29.08					
Water Meter Repairer, Senior	27.88	28.96	30.15					

The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:

- Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months
- Step 2 – 72% of Hydroelectric Maintenance Machinist of top step pay from 07-12 months
- Step 3 – 76% of Hydroelectric Maintenance Machinist of top step pay from 13-18 months
- Step 4 – 80% of Hydroelectric Maintenance Machinist of top step pay from 19-24 months
- Step 5 – 84% of Hydroelectric Maintenance Machinist of top step pay from 25-30 months
- Step 6 – 88% of Hydroelectric Maintenance Machinist of top step pay from 31-36 months
- Step 7 – 92% of Hydroelectric Maintenance Machinist of top step pay from 37-42 months
- Step 8 – 96% of Hydroelectric Maintenance Machinist of top step pay from 43+ months

A.1.3 Hourly Rates of Pay, Effective December 30, 2015.

CLASSIFICATION	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Hydroelectric Maintenance Machinist	38.93	40.22	41.50	43.23				
Hydroelectric Maintenance Machinist Apprentice	29.40	31.13	32.85	34.58	36.31	38.05	39.77	41.50
Hydroelectric Maintenance Machinist Crew Chief	46.65	48.15	50.15					
Machinist Specialist	28.16	29.38	30.59					
Machinist, Journeyworker In Charge	48.67							
Station Maintenance Machinist Crew Chief	38.36	39.82	41.39					
Station Maintenance Machinist	33.48	34.90						
Station Maintenance Machinist, Senior	35.55	37.08						
Utility Systems Maintenance Technician	28.46	29.54	30.71					
Utility Systems Maintenance Technician, Senior	30.11	31.26	32.50					
Water Meter Repairer	27.45	28.58	29.66					
Water Meter Repairer, Senior	28.44	29.54	30.75					

The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:

- Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months
- Step 2 – 72% of Hydroelectric Maintenance Machinist of top step pay from 07-12 months
- Step 3 – 76% of Hydroelectric Maintenance Machinist of top step pay from 13-18 months
- Step 4 – 80% of Hydroelectric Maintenance Machinist of top step pay from 19-24 months
- Step 5 – 84% of Hydroelectric Maintenance Machinist of top step pay from 25-30 months
- Step 6 – 88% of Hydroelectric Maintenance Machinist of top step pay from 31-36 months
- Step 7 – 92% of Hydroelectric Maintenance Machinist of top step pay from 37-42 months

Step 8 – 96% of Hydroelectric Maintenance Machinist of top step pay from 43+ months

A.1.4 Hourly Rates of Pay, Effective December 28, 2016.

CLASSIFICATION	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Hydroelectric Maintenance Machinist	39.90	41.23	42.54	44.31				
Hydroelectric Maintenance Machinist Apprentice	30.14	31.91	33.67	35.44	37.22	39.00	40.76	42.54
Hydroelectric Maintenance Machinist Crew Chief	47.82	49.35	51.40					
Machinist Specialist	28.86	30.11	31.35					
Machinist, Journeyworker In Charge	49.89							
Station Maintenance Machinist Crew Chief	39.32	40.82	42.42					
Station Maintenance Machinist	34.32	35.77						
Station Maintenance Machinist, Senior	36.44	38.01						
Utility Systems Maintenance Technician	29.17	30.28	31.48					
Utility Systems Maintenance Technician, Senior	30.86	32.04	33.31					
Water Meter Repairer	28.14	29.29	30.40					
Water Meter Repairer, Senior	29.15	30.28	31.52					

The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:

Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months

Step 2 – 72% of Hydroelectric Maintenance Machinist of top step pay from 07-12 months

Step 3 – 76% of Hydroelectric Maintenance Machinist of top step pay from 13-18 months

Step 4 – 80% of Hydroelectric Maintenance Machinist of top step pay from 19-24 months

Step 5 – 84% of Hydroelectric Maintenance Machinist of top step pay from 25-30 months

Step 6 – 88% of Hydroelectric Maintenance Machinist of top step pay from 31-36 months

Step 7 – 92% of Hydroelectric Maintenance Machinist of top step pay from 37-42 months

Step 8 – 96% of Hydroelectric Maintenance Machinist of top step pay from 43+ months

A.1.5 Hourly Rates of Pay, Effective December 27, 2017.

CLASSIFICATION	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Hydroelectric Maintenance Machinist	41.00	42.36	43.71	45.53				
Hydroelectric Maintenance Machinist Apprentice	30.97	32.79	34.60	36.41	38.24	40.07	41.88	43.71
Hydroelectric Maintenance Machinist Crew Chief	49.14	50.71	52.81					
Machinist Specialist	29.65	30.94	32.21					
Machinist, Journeyworker In Charge	51.26							
Station Maintenance Machinist Crew Chief	40.40	41.94	43.59					
Station Maintenance Machinist	35.26	36.75						
Station Maintenance Machinist, Senior	37.44	39.06						
Utility Systems Maintenance Technician	29.97	31.11	32.35					
Utility Systems Maintenance Technician, Senior	31.71	32.92	34.23					
Water Meter Repairer	28.91	301.0	31.24					
Water Meter Repairer, Senior	29.95	31.11	32.29					

The rates for the Hydroelectric Maintenance Machinist Apprentice in relation to the top step of the Hydroelectric Maintenance Machinist are as follows:

- Step 1 – 68% of Hydroelectric Maintenance Machinist of top step pay from 00-06 months
- Step 2 – 72% of Hydroelectric Maintenance Machinist of top step pay from 07-12 months
- Step 3 – 76% of Hydroelectric Maintenance Machinist of top step pay from 13-18 months
- Step 4 – 80% of Hydroelectric Maintenance Machinist of top step pay from 19-24 months
- Step 5 – 84% of Hydroelectric Maintenance Machinist of top step pay from 25-30 months
- Step 6 – 88% of Hydroelectric Maintenance Machinist of top step pay from 31-36 months
- Step 7 – 92% of Hydroelectric Maintenance Machinist of top step pay from 37-42 months
- Step 8 – 96% of Hydroelectric Maintenance Machinist of top step pay from 43+ months

The Hydroelectric Maintenance Machinist Crew Chief salary reflects 116% of the Hydroelectric Maintenance Machinist salary.

- A.1.6 Assignment of the appropriate Hourly Rates of Pay (pay steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.
- A.2 Any employee assigned as Machinist Helper shall receive Machinist Specialist pay while so assigned to the nearest one (1) hour of time.
- A.3 Accommodations shall be provided to an employee who is assigned to work out of town.
- A.4 City Light Out-of-Town Rules: When an employee, crews or any part of a crew or crews, regularly assigned to an area (Seattle, Skagit, Boundary) is or are to be shifted to any location outside their regularly assigned area (Seattle, Skagit or Boundary) to perform a specific job, the following conditions shall prevail:
- A.4.1 Adequate board and lodging shall be furnished by the Department.
- A.4.2 Time consumed in traveling to and from the regularly assigned area and the work location shall be considered part of the workday. Any time consumed in this travel outside of regular working hours shall be at the overtime rate of pay.
- A.4.3 The normal work schedule shall be Monday through Friday. Hours of work shall be 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. Other work schedules and hours may be established if necessary in order to coordinate with other forces. When the City transfers an employee from one regular shift to another and the employee is not offered at least eight (8) consecutive hours' off-duty between the end of his/her previous shift and the beginning of his/her next regular shift, the employee shall be paid at the overtime rate for each hour worked during said eight (8) hour period; provided, however, said employee shall be paid at the straight-time rate of pay for each hour worked during the remainder of the ensuing shift which commences eight (8) hours from the end of the previous shift.
- A.4.4 An employee regularly assigned to the Seattle distribution area, Skagit or Boundary projects shall not be assigned to work at any headquarters outside that area or their project for more than thirty (30) working days out of any ninety (90) working days. An employee who is assigned in excess of this amount shall be compensated at the rate of one hour of additional pay for each day worked in excess of the stated thirty (30) working days. The ninety (90) working day period shall be a sliding scale and the method of

computation shall always be the preceding ninety (90) working days from the present date.

A.4.5 At least three (3) working days' notice shall be given to employees for assignment to work outside their area, except in an extreme emergency.

A.4.6 Employees temporarily assigned to, or within, the Skagit Project, except those regularly assigned to Ross Powerhouse, shall adhere to the established Skagit work hours and shall be paid forty-five (45) minutes per day at their straight-time rate of pay for travel time between work location and the lodging facility or normally assigned work station, or at management's discretion, employees may travel in Department vehicles, or vessels on Department time.

A.4.7 In the City Light Department, when four (4) or more employees, two (2) of whom are classified as Machinist, Hydroelectric Maintenance are working on one (1) specific job outside of the distribution area, either in or outside of a Powerhouse, during the overhaul of hydroelectric generators and turbines, one Machinist, Hydroelectric Maintenance shall be assigned "In-Charge" by the City and shall be compensated at a rate of Machinist Journeyworker In-Charge while acting in this capacity. This is to be effective only when the Crew Chief or Generation Supervisor is absent from that specific job site for more than two (2) consecutive hours. This title and rate of pay may be assigned under "other" conditions as determined by management. During this assignment, the Hydroelectric Maintenance Machinist designated as Machinist Journeyworker In-Charge will continue to be a working member of the crew. This understanding shall not affect the working conditions of the Hydroelectric Maintenance Machinist Crew Chief assigned to the Seattle Shops.

A.5 Employees whose titles appear in this Appendix and who are employed in the City Light Department shall be furnished coveralls, shop aprons and/or bib overalls.

A.6 Whenever employees classified as Machinist, Specialist, or Machinist, Hydroelectric Maintenance are assigned to operate the overhead bridge crane in any of the City Light powerhouses, they shall be compensated at the top-pay step of the Machinist, Hydroelectric Maintenance classification while so assigned.

A.7 For employees covered by this Appendix who must provide their own tools as a condition of employment, the City shall reimburse such employees for the loss of required hand tools and tool chests due to fire, theft or loss not due to negligence from the City's premises, less twenty-five dollars (\$25.00) on each loss. Claims shall be honored only for tools which have been listed on an

appropriate inventory form and filed with the City. Employees shall notify management whenever they remove their tools from the City's premises.

A.8 Fleets and Facilities: Effective December 01, 1999, employees classified and working full-time as Station Maintenance Machinist (including Senior) who have completed their probationary period and have been employed by the City in one of the afore-referenced titles for the entire preceding year, shall be paid a tool allowance in the amount of two hundred and fifty dollars (\$250.00). A like payment shall be made on the first pay date following a full-pay period in December during each year of this Agreement under the same conditions as hereinbefore outlined.

A.9 Meal Allowances: Employees working at the Skagit and Boundary facilities are eligible for overtime meal allowances as provided in Article 5, Section 5.4. The allowance rate will change as the Runzheimer rate is changed and published by the City of Seattle Department of Finance.

A.10 Shift Premium Pay: An employee working within classifications in the bargaining unit identified in Appendix A of this Agreement who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift shall be paid the following shift premium pay for all scheduled hours worked during such shift:

<u>Swing Shift</u>	<u>Graveyard Shift</u>
\$0.70 per hour	\$0.80 per hour

A.10.1 Effective December 30, 2015, an employee working within classifications in the bargaining unit identified in Appendix A of this Agreement who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) shift or night (graveyard) shift shall be paid the following shift premium pay for all scheduled hours worked during such shift:

<u>Swing Shift</u>	<u>Graveyard Shift</u>
\$0.80 per hour	\$0.90 per hour

A.10.2 The shift premiums 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 and other forms of paid time off. Employees who work one of the shifts for which a premium is paid, and who are required to work overtime, shall not have the shift premium included as part of the base hourly rate for purposes of computing the contractual overtime rate. Shift differential shall be paid only outside of the established day shift work schedule.

A.11 If new travel arrangements involving the concept of base location are adopted into the IBEW, Local 77 - City Light Agreement as a result of Labor-Management discussions in 1999 or later, then the Union agrees to enter into

similar Labor-Management discussions with the City and City Light for the purpose of conforming to those changes and amending this Appendix.

- A.12 Employees covered by this Appendix who are required to do temporary work at a location outside of the area surrounding their normal headquarters, and at a distance too far for commuting, shall receive adequate board and lodging while so assigned. Said employees, when so assigned, shall receive an additional one (1) hour of compensation at the straight-time rate of pay for each night of required absence from their regular place of employment, provided such additional compensation shall not be paid to any employee whose assigned duties regularly include travel to and performance of work at locations other than his/her regular place of employment without specific assignment by a supervisor.

A G R E E M E N T

by and between

THE CITY OF SEATTLE

and

**International Association of Machinists and Aerospace Workers,
District Lodge 160, Local 289**

Effective January 1, 2014, through December 31, 2018

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ARTICLE 1 - RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT

1.1 The City recognizes the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289 (hereinafter referred to as the Union) as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington for employees employed within the bargaining unit defined in Appendix "A" of this Agreement. For purposes of this Agreement and the bargaining unit described herein, the following definitions shall apply:

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

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

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

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

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

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

- A. An interim assignment(s) of up to one (1) year to a vacant regular position to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or
- B. An interim assignment for short-term replacement of a regular employee of up to one (1) year when the incumbent is temporarily absent; or
- C. A short-term assignment of up to one (1) 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

D. A less than half-time assignment for seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year, but may be extended up to one thousand three hundred (1300) hours once every three years and may also be extended while the assignment is in the process of being converted to a regular position; or

E. A term-limited assignment for a period of more than one (1) but less than three (3) years for time-limited work related to a specific project, grant or other non-routine substantial body of work, or for the replacement of a regularly appointed employee when that employee is absent on long-term disability time loss, medical or military leave of absence.

1.1.7 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.

1.1.7.1 Interim and short term assignments after one thousand forty (1,040) regular straight time hours for the remainder of the assignment unless the Seattle Human Resources Director determines that the assignment will terminate so imminently that the benefits package would be of minimal value to the worker.

1.1.7.2 Term-limited assignments starting with the first day and for the duration of the assignment.

1.1.7.3 Any assignment that the appointing authority has proposed be converted to regular position authority regardless of the number of hours worked.

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

1.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.2; 1.2.1; 1.2.2; 1.2.2.1; 1.2.2.2; 1.2.3; 1.2.3.1; 1.2.4; 1.2.5; 1.2.6; 1.2.7; 1.2.8; 1.2.9; 1.2.10; 3.1.1; 5.1.1; 5.1.2; 5.1.3; 5.2; 5.4.2; 5.6; 11.3.2 (2); 14.5; 14.5.1; 14.6.3; 14.10; 14.11; 14.12; 14.13; 14.18; and Article 20, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. 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 Article 20.

1.2.1 Temporary employees who are not in benefits-eligible assignments shall be paid for all hours worked at the first Pay Step of the hourly rates of pay set forth within Appendix A. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Article 4.2.1, 4.2.4 and 4.2.5.

1.2.2 Premiums Applicable Only To City Of Seattle Temporary Employees who are not in benefits-eligible assignments - Each temporary employee shall receive premium pay as hereinafter set forth based upon the corresponding number of cumulative non-overtime hours worked by the temporary employee unless the employee is in a benefits eligible assignment:

- A. 0001st hour through 0520th hour 5% premium pay
- B. 0521st hour through 1,040th hour 10% premium pay
- C. 1,041st hour through 2,080th hour 15% premium pay (If an employee worked 800 hours or more in the previous twelve [12] months, they shall receive twenty percent [20%] premium pay.)
- D. 2,081st hour + 20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty-five percent [25%] premium pay.)
- E. The appropriate percentage premium payment shall be applied to all gross earnings.

1.2.2.1 Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service as set forth within Section 1.2.8. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

1.2.2.2 The premium pay in Section 1.2.2 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.

1.2.3 Medical, Dental and Vision Coverage to Temporary Employees who are not in Benefits-Eligible Positions - Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, he/she may within ninety (90) calendar days thereafter elect to participate in the City's medical and dental insurance programs by agreeing to

pay the required monthly premium. To participate, the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the requirements stated in this Section, a temporary employee shall also be allowed to elect this option during any subsequent open enrollment period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical and dental coverage and shall not be able to participate again while employed by the City as temporary. If a temporary employee's hours of work are insufficient for his/her pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

1.2.3.1 Cumulative sick leave computed at the rate of 0.33 hours for all hours worked and with all benefits and conditions required by Ordinance 123698 shall be granted to all temporary employees not eligible for fringe benefits pursuant to SMC 4.20.055 (C), except that "work study" employees as defined by the administrative rules promulgated by the Seattle Office of Civil Rights shall not be eligible for the sick leave benefit.

1.2.4 Holiday Work for Non-benefits Eligible-Temporary Employees - A temporary employee who works on any of the specific calendar days designated by the City as paid holidays shall be paid at the rate of one and one-half (1½) times his/her regular straight-time hourly rate of pay for hours worked during his/her scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1½) times the employee's regular straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.

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

A. To qualify for a holiday pay, the employee must be on active pay status the normally scheduled workday before or after the holiday as provided by Section 6.2

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

1.2.6 Premium pay set forth within Section 1.2.2 shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave, holiday pay, funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 1.2.2.2, 1.2.3, and 1.2.4.

1.2.7 The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide all fringe benefits covered by the premium pay set forth within Section 1.2.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 1.2.2 shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the Union, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Section 1.2.2 shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four point eight one percent (4.81%)

which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 1.2.2 where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

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

1.2.9 The premium pay provisions set forth within Section 1.2.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (twelve [12] months or twenty-six [26] pay periods), it shall be presumed that the employee's break in service was voluntary.

1.2.10 The City may work temporary employees beyond one thousand forty (1,040) regular hours within any twelve (12) month period; provided however, the City shall not use temporary employees to supplant regular positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 1.2.2, or solely to avoid considering creation of regular positions.

1.2.10.1 In the event that an interim assignment of a temporary employee to a vacant regular position accrues more than one thousand five hundred (1500) hours or accumulates hours in eighteen (18) or more consecutive pay periods, the City shall notify the union that a labor-management meeting shall take place within two (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.

1.2.11 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position without a voluntary break in service greater than thirty (30) days shall have his/her time worked counted for purposes of salary step placement (where appropriate). In addition, a temporary employee who is in a term-limited assignment shall receive service credit for layoff purposes if the employee is immediately hired (within thirty (30) business days without a break in service) into the same job title and position after the term is completed.

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

1.2.13 A temporary employee who has worked one thousand forty (1,040) straight-time hours and is receiving benefits from the City may by mutual agreement be allowed to accrue compensatory time if the work unit in which the temporary employee is assigned has a practice/policy of accruing compensatory time. Scheduling compensatory time shall be by mutual agreement with the supervisor. If the temporary employee does not use his or her accrued compensatory time prior to the termination of the benefits eligible assignment, the compensatory time will be cashed out upon termination of the assignment.

1.2.14 A temporary employee who receives fringe benefits in-lieu-of premium pay may be eligible for the sick leave transfer program.

1.2.15 On an annual basis, the City will provide the Union with a copy of the Temporary Employee Utilization Report.

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

1.4 As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City which is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and or employment programs, vocational rehabilitation programs, work-study and student-intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work-Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.

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

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

- 1.5 An employee who is worked out of classification or who is promoted on an interim basis from a classification falling under one bargaining unit to another bargaining unit shall remain under the jurisdiction of the initial bargaining unit until such time as his/her promotion becomes permanent.

ARTICLE 2 - NON-DISCRIMINATION

2.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, gender identity, veteran status, political ideology, ancestry or the presence of any sensory, mental or physical handicap unless based on a bona fide occupational qualification reasonably necessary to the operations of the City.

2.1.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

ARTICLE 3 - UNION MEMBERSHIP AND DUES

3.1 It shall be a condition of employment that each employee covered by this Agreement who voluntarily is or who voluntarily becomes a member of the Union shall remain a member of same during the term of this Agreement. It shall also be a condition of employment that each employee hired prior to January 1, 1972, currently covered by this Agreement, who is not a member of the Union, shall on or before the thirtieth (30th) day following said date either join the Union or pay an amount equivalent to the regular monthly dues of the Union to the Union. Any employee hired or appointed to a position into a bargaining unit covered by this Agreement on or after January 1, 1972, shall on or before the thirtieth (30th) day following the beginning of such employment join the Union. Failure by any such employee to apply for and/or maintain such membership in accordance with this provision shall constitute cause for discharge of such employee; provided however, the requirements to apply for Union membership and/or maintain union membership shall be satisfied by the employee's payment of the regular initiation fee or regular reinitiation fee and the regular dues uniformly required by the Union of its members.

3.1.1 A temporary employee may, in lieu of the Union membership requirements set forth within Section 3.1, pay a Union service fee in an amount equivalent to one and one-half percent (1½%) 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.

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

3.2 Failure by an employee to abide by the afore-referenced provisions of this Article shall constitute cause for discharge of such employee; provided however, it shall be the responsibility of the Union to notify the City in writing when it is seeking discharge of an employee for non-compliance with Sections 3.1 or 3.1.1 or 3.1.2 of this Article. When an employee fails to fulfill the union security obligations set forth within this Article, the Union shall forward a "Request for Discharge Letter" to the affected Department Head (with copies to the affected employee and the City Director of Labor Relations). Accompanying the Discharge Letter shall be a copy of the letter

to the employee from the Union explaining the employee's obligation under Article 3, Sections 3.1 or 3.1.1 or 3.1.2.

3.2.1 The contents of the "Request for Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Sections 3.1 or 3.1.1 or 3.1.2 of Article 3, but provide the employee and the City with thirty (30) calendar days' written notification of the Union's intent to initiate discharge action, during which time the employee may make restitution in the amount which is overdue. Upon receipt of the Union's request, the affected Department Head or designee, shall give notice in writing to the employee, with a copy to the Union and the City Director of Labor Relations that the employee faces discharge upon the request of the Union at the end of the thirty (30) calendar day period noted in the Union's "Request for Discharge Letter" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the affected department any information relevant to why the Department should not act upon the Union's written request for the employee's discharge.

3.2.2 In the event the employee has not yet fulfilled the obligation set forth within Sections 3.1 or 3.1.1 or 3.1.2 of this Article within the thirty (30) calendar day period noted in the Request For Discharge Letter, the Union shall thereafter reaffirm in writing to the affected Department Head, with copies to the affected employee and the Director of Labor Relations, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the Union rescinds its request of the discharge the City shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the union security obligation within the thirty (30) calendar day period, the Union shall so notify the affected Department Head in writing, with a copy to the City Director of Labor Relations and the affected employee. If the Union has reaffirmed its request for discharge, the affected Department Head shall notify the Union in writing, with a copy to the City Director of Labor Relations and the affected employee, that the Department effectuated the discharge and the specific date such discharge was effectuated, or that the Department has not discharged the employee, setting forth the reasons why it has not done so.

3.3 The City agrees to notify a shop steward of new employees via email, but only to the most recent steward listed by the union and provided to the Department. The Union must update these steward lists on a continual basis. Should the steward last listed not be the most recent the City will not be held liable for such inappropriate notification.

The City shall deduct from the pay check of each employee who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union or the alternative biweekly Union service

fees required of temporary employees per Section 3.1.1. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The Union shall indemnify and save harmless the City against any and all liability arising out of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request.

ARTICLE 4 - CLASSIFICATIONS AND RATES OF PAY

- 4.1** The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth within Appendix "A" which is attached hereto and made a part of this Agreement.
- 4.1.1** Effective January 1, 2014, the base wage rates as displayed in Appendix A.1 of this Agreement, reflect a one and eight tenths percent (1.8%) increase from the previous year's wages.
- 4.1.2** Effective December 31, 2014, the base wage rates as displayed in Appendix A.1.2 of this Agreement, reflect a two percent (2.0%) increase of the wage rates referenced in 4.1.1 above..
- 4.1.3** Effective December 30, 2015, the base wage rates as displayed in Appendix A.1.3 of this Agreement, reflect a two percent (2.0%) increase of the wage rates referenced in 4.1.2 above.
- 4.1.4** Effective December 28, 2016, the base wage rates as displayed in Appendix A.1.4 of this Agreement, reflect a two and five tenths percent (2.5%) percent increase of the wage rates referenced in 4.1.3 above.
- 4.1.5** Effective December 27, 2017, the base wage rates as displayed in Appendix A.1.5 of this Agreement, reflect a two and seventy-five tenths percent (2.75%) increase of the wage rates referenced in 4.1.4 above.
- 4.1.6** The base wage rates referenced above shall be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein.
- 4.2** An employee, upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the position as set forth within Appendix A attached hereto.
- 4.2.1** An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment, except as otherwise provided for in Section 1.2.10 and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment shall not exceed the top step of the higher

salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, he/she will receive one-step increment in the higher-paid title; provided that he/she has not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class, that were properly paid per Article 5.9 of this Agreement, shall apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

4.2.2 Those employees who have been given step increases for periodic "work outside of classification" prior to the effective date of this Agreement shall continue at that step but shall not be given credit for future step increases, except as provided for in Section 4.2.1.

4.2.3 For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of actual service from the appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the salary range established for the class.

4.2.4 In determining actual service for advancement in salary step, absence due to sickness or injury for which the employee does not receive compensation may at the discretion of the City be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the City, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this Section, time lost by reason of disability for which an employee is compensated by Industrial Insurance or Charter disability provisions shall not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.

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

4.2.6 Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 4.2.1.

4.2.7 Promotions - Effective upon the signature date of this Agreement, an employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent

step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; provided, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed". However, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

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

- A. If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee shall receive the maximum salary of the lower range.
- B. If the rate of pay received in the higher class is within the salary range for the lower class, the employee shall receive that salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class; provided however, the employee shall receive not less than the minimum salary of the lower range.

4.2.9 An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary rate of the lower range which is nearest to the salary rate to which he/she was entitled in his/her former position without reduction; provided however, such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of City service and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary range, such employee shall receive the salary he/she was receiving prior to such second reduction as an "incumbent" for so long as he/she remains in such position or until the regular salary for the lower class exceeds the "incumbent" rate of pay.

4.2.10 When a position is reclassified by ordinance to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate which shall be determined in the same manner as for a promotion; provided however, if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, he/she shall continue to receive such higher salary as an "incumbent" for so long as

he/she remains in position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

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

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

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Hours of Work - Eight (8) hours within nine (9) consecutive hours shall constitute a normal workday. There shall be no split work shifts. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days' off, except for relief shift assignments, four (4) day/ten-(10) hour work schedules and other special schedules.

5.1.1 Meal Period - Employees shall receive a meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift or when he/she is called in to work on his/her regular day off. The meal period shall be no less than one-half (½) hour nor more than one (1) hour in duration and shall be without compensation. Should an employee be required to work in excess of five (5) continuous hours from the commencement of his/her regular shift without being provided a meal period, the employee shall be compensated two (2) times the employee's straight-time hourly rate of pay for the time worked during his/her normal meal period and be afforded a meal period at the first available opportunity during working hours without compensation.

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

5.1.3 Where work conditions require continuous manning throughout a work shift for thirty (30) consecutive days or more the City may, in lieu of the meal period and rest periods set forth within Sections 5.1.1 and 5.1.2, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.

5.2 Overtime - All time worked in excess of eight (8) hours in any one (1) shift shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.1 All time worked before an employee's regularly scheduled starting time shall be paid for at the rate of two (2) times the straight-time rate of pay.

5.2.2 All time worked on an employee's regularly scheduled days off shall be paid for at the rate of two (2) times the straight-time rate of pay.

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

5.2.4 A "work week" for purposes of determining whether an employee exceeds forty (40) hours in a work week shall be a seven (7) consecutive day period of time beginning on Wednesday and ending on Tuesday except when expressly designated to begin and end on different days and times from the normal Wednesday through Tuesday work week.

5.2.5 All overtime work shall be offered to qualified regular employees in the classification before any temporary employees are asked to work overtime.

5.2.6 Management shall have the right to assign employees to Mandatory Overtime. When such assignment takes place it first shall be done on a voluntary basis within each shop for all shifts that work.

5.2.7 Provided there are not sufficient volunteers, Management may require employees to work overtime in reverse seniority based upon requisite skills necessary to perform the work within the shop.

5.2.8.1 In the case of Emergencies the above voluntary process piece will not apply.

5.3 Call Back - Employees who are called back to work after completing their regular shift shall be paid a minimum of four (4) hours straight-time pay for all time worked up to two (2) hours. Any time worked in excess of two (2) hours shall be paid for at double the straight-time rate of pay for actual hours worked.

Example: Zero (0) minutes to two (2) hours = four (4) hours' straight-time pay. Two and one-half (2½) hours = five (5) hours straight-time pay. Four (4) hours = eight (8) hours straight-time pay.

5.3.1 Definition of a Call Back - A Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of his/her regular work shift and is required to report back to work prior to the start of his/her next regularly scheduled work shift. An employee who is called back to report to work before the commencement of his/her regular work shift shall be compensated in accordance with the Call Back provisions of his/her Labor Agreement; provided however, in the event he/she is called back to report to work within two (2) hours from the starting time of his/her next regularly scheduled work shift, he/she shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of his/her next regularly scheduled work shift and the Call-Back provision shall not apply.

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

reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from his place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "reasonable cost" of such meal in accordance with Seattle Municipal Code (SMC) 4.20.325. An employee is not eligible for meal reimbursement if the City provides the employee a meal. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment indicating the time of the meal no later than forty-eight (48) hours from the beginning of his/her next regular shift; otherwise, the employee shall be paid a minimum of six dollars (\$6) in lieu of reimbursement for the meal.

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

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

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

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

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

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

5.4.3 When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to his/her normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 5.4, 5.4.1 and 5.4.2; provided however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a minimum of six dollars (\$6) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation

5.4.4 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.

5.5 When management deems it necessary, work schedules may be established other than Monday through Friday; provided however, that where workweeks other than the basic departmental workweek schedules in force on the

effective date of this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union at least forty-eight (48) hours in advance and, upon request, such change(s) shall be discussed with the Union. At least forty-eight (48) hours advance notification shall be afforded the Union and the affected employees when shift changes are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first shift worked under the new schedule.

5.6 Implementation of a four (4) day, forty (40) hour or other alternative work schedule shall be subject to terms and conditions established by each department. The appointing authority may terminate alternative work schedules when the schedule ceases to meet the business needs of the employing unit. In administering the four (4) day, forty (40) hour work schedule or other alternative work schedule, overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week. It will be clearly established whether an alternative work schedule is applicable for a temporary employee.

5.6.1 For employees who work a four (4) day, forty (40) hour work week or other alternative work schedule, the following shall apply:

If a holiday is observed on a Saturday or on a Friday that is the normal day off, the holiday will be taken on the last normal workday. If a holiday is observed on a Monday that is the normal day off or on a Sunday, the holiday will be taken on the next normal workday. This schedule will be followed unless the employee and his/her supervisor determine that some other day will be taken off for the holiday; provided, however, that in such case the holiday time must be used no later than the end of the following pay period. If the holiday falls on a Tuesday, Wednesday, or Thursday that is the employee's normal scheduled day off, the holiday must be scheduled off no later than the end of the following pay period

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

5.8 Standby Duty - Whenever an employee is placed on Standby Duty by the City, the employee shall be available at a predetermined location to respond to emergency calls and when necessary, report as directed by departmental policy. Employees who are placed on Standby Duty by the City shall be paid at a rate of ten percent (10%) of the employee's straight-time hourly rate of pay. When an employee is required to return to work while on Standby Duty the Standby Duty pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 5.3. An

employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.

5.9 Work Outside of Classification - Effective January 1, 2014, work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position. When the duties of the higher-paid position are clearly outside the scope of an employee's regular classification for a period of three consecutive (3) hours or longer in any one (1) work week, he/she shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for a promotion. Proper authority shall be a supervisor and/or Crew Chief, who has been designated the authority by a manager or director directly above the position which is being filled out of class, and who has budget management authority of the work unit. The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class, and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. (If an employee is mistakenly assigned out-of-class who does not meet the above qualifications, the City will stop the practice immediately once discovered and will see that the out-of-class is paid for work already performed.) The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any one position. The six (6) month period may be exceeded under the following circumstances: 1) when a hiring freeze exists and vacancies cannot be filled; 2) extended industrial or off-the-job injury or disability; 3) when a position is scheduled for abrogation; or 4) a position is encumbered (an assignment in lieu of a layoff). When such circumstances require that an out-of-class assignment be extended beyond six (6) months for any one position, the City shall notify the union which represents the employee who is so assigned and/or the body of work which is being performed on an out-of-class basis. After nine (9) months, the union which represents the body of work being performed out of class must concur with any additional extension of the assignment. The union that represents the body of work will consider all requests on a good faith basis.

5.9.1 The practice of no out-of-class pay for paid leave will continue except that any sick leave taken in lieu of working a scheduled out-of-class assignment must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment or in the event of a regular appointment to the out-of-class title within 12 months of the out-of-class assignment.

5.9.2 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. When employees voluntarily apply

for and voluntarily accept a position in a lower-level classification, they shall receive the salary rate for the lower class, which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. For such temporary period, the employee shall continue to pay dues to the union of the higher class. The overtime provisions applicable are those of the contract covering the bargaining unit position of the work being performed on an overtime basis. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as his/her primary class, across union jurisdictional lines, with no change to his or her regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement and payment for absences do not apply in these instances.

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

5.9.4 The City shall make a reasonable effort to accommodate employees who have an off-the-job injury or illness with light-duty work if such work is available.

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

5.9.5.1 No employee may assume the duties of the higher-paid position without being formally assigned to do so except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to his or her department director for retroactive payment of out-of-class pay. The decision of the department director as to whether the duties were performed and whether performance thereof was appropriate shall be final.

ARTICLE 6 - HOLIDAYS

6.1 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
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th
Two Personal Holidays (for employees with 0-9 years of service)	
Four Personal Holidays (for employees that have at least 18,720 regular hours of service)	

6.1.1 Whenever any paid holiday falls upon a Sunday, the following Monday shall be recognized as the paid holiday. Whenever any paid holiday falls upon a Saturday, the preceding Friday shall be recognized as the paid holiday; provided however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 6.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 6.4 shall be made only once per affected employee for any one holiday.

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

6.2 To qualify for holiday pay, City employees shall have been on pay status their normal workday before or their normal workday following the holiday; provided however, employees returning from non-pay leave who start work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

6.3 A Personal Holiday shall be used during the calendar year as a regular holiday. Use of the Personal Holiday shall be requested in writing. When the Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have

the option of rescheduling the day or receiving holiday premium pay pursuant to Section 6.4 for all time worked on the originally scheduled Personal Holiday.

6.4 An employee who has been given at least forty-eight (48) hours advance notification and who is required to work on a holiday shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive one and one-half (1½) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive one and one-half (1½) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

6.5 In the event an employee is required to work without having been given at least a forty-eight (48) hours advance notification on a holiday he/she normally would have off with pay, said employee shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive two (2) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive two (2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

ARTICLE 7 - ANNUAL VACATION

7.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 7.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

7.2 Regular pay status is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time and sick leave. At the discretion of the City, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation. Time lost by reasons of disability for which an employee is compensated by Industrial Insurance or Charter Disability provisions shall not be considered absence. An employee who returns after layoff shall be given credit for such prior service.

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

<u>COLUMN NO. 1</u> <u>ACCRAUAL RATE</u>		<u>COLUMN NO. 2</u> <u>EQUIVALENT ANNUAL</u> <u>VACATION</u> <u>FOR FULL-TIME EMPLOYEE</u>			<u>COLUMN NO. 3</u> <u>MAXIMUM</u> <u>VACATION</u> <u>BALANCE</u>
Hours on	Vacation	Years of	Working Days	Working Hours	
Regular	Earned	Service	Per Year	Per Year	
Pay Status	Per Hour				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

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

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

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

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

7.7 "Service year" is defined as the period of time between an employee's date of hire and the one year anniversary date of the employee's date of hire or the period of time between any two (2) consecutive anniversaries of the employee's date of hire thereafter.

7.8 The minimum vacation allowance to be taken by an employee shall be one-half ($\frac{1}{2}$) of a day, or at the discretion of the Department Head, such lesser amount as may be approved by the Department Head.

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

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

7.11 Where an employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

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

ARTICLE 8 - SICK LEAVE, FUNERAL LEAVE AND EMERGENCY LEAVE

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

- A. Illness or injury which prevents the employee from performing his/her regular duties.
- B. Disability of the employee due to pregnancy and/or childbirth.
- C. Medical or dental appointments for the employee.
- D. Care of family members as required of the City by State law and/or as defined and provided for by City of Seattle ordinance, which may be repealed in whole or in part by an initiative, in which case the parties shall renegotiate this provision in accordance with the terms of Article 21.
- E. Employee absence from a worksite that has been closed by order of a public official to limit exposure to an infectious agent, biological toxin, or hazardous material.
- F. Employee absence from work to care for a child whose school or place of care has been closed by order of a public official to limit exposure to an infectious agent, biological toxin, or hazardous material.
- G. Eligible reasons related to domestic violence, sexual assault, or stalking as set out in RCW 49.76.030

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

8.1.2 Unlimited sick leave credit may be accumulated.

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

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

8.1.4 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.

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

8.1.6 Compensation for the first four (4) consecutive workdays of absence shall be paid upon approval of the Seattle Human Resources Director or his/her designee. In order to receive compensation for such absence, employees make themselves available for such reasonable investigation, medical or otherwise, as the Seattle Human Resources Director or his/her designee may deem appropriate.

8.1.6.1 Compensation for such absences beyond four (4) consecutive workdays shall be paid only after approval of the Seattle Human Resources Director or his/her designee of a request from the employee supported by a report of the employee's physician. The employee shall provide himself/herself with such medical treatment or take such other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.

8.1.6.2 Upon request by the employing unit, an employee shall provide documentation verifying cancellation of his or her child's school, day care, or other childcare service or program for sick leave use greater than four days for reasons authorized in Article 8.1.F of this Agreement.

8.1.6.3 An employing authority may also require that a request for paid sick leave to cover absences greater than four days for reasons set forth under Article 8.1.G of this Agreement be supported by verification that the employee or employee's family member is a victim of domestic violence, sexual assault, or stalking, and that the leave taken was for a reason eligible as set out in RCW 49.76.030. An employee may satisfy such request by providing documentation as set out in RCW 49.76.040(4).

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

- A. Suspended or on leave without pay and when laid off or on other non-pay status.
- B. Off work on a holiday.
- C. An employee works during his free time for an Employer other than the City of Seattle and his/her illness or disability arises therefrom.

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

8.1.8.1 Prompt Notification - The employee shall promptly notify the immediate supervisor, by telephone or otherwise, on the first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor. For those absences of more than one day, notification on his/her first day off with an expected date of return shall suffice. The employee shall advise the supervisor of any change in expected date of return. If an employee is on a special work schedule, particularly where a relief replacement is necessary when the employee is absent, the employee shall notify the immediate supervisor as far as possible in advance of the scheduled time to report for work.

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

8.1.8.3 Claims To Be In Hours - Sick leave shall be claimed in 15 minute increments to the nearest full 15 minute increment, a fraction of less than 8 minutes being disregarded. Separate portions of absence interrupted by a return to work shall be claimed on separate application forms.

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

8.1.8.5 Rate of Pay for Sick Leave Used - An employee who uses paid sick leave shall be compensated at the rate of pay he or she would have earned had he or she worked as scheduled, with the exception of overtime (See Article 8.1.8.6). For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for those hours missed due to sick leave. (See also Articles 5.8 and 5.91 for sick leave use and rate of pay for out-of-class assignments and standby duties.)

8.1.8.6 Rate of Pay for Sick Leave Used to Cover Missed Overtime - An employee may use paid leave for scheduled mandatory overtime shifts missed due to eligible sick leave reasons. Payment for the missed shifts shall be at the straight-time rate of pay the employee would have earned had he or she worked. An employee may not use paid sick leave for missed voluntary overtime shifts, which is scheduled work that the employee elected or agreed to add to his or her schedule.

8.1.8.7 Sick Leave Transfer Program - Employees shall be afforded the option to transfer and/or receive sick leave in accordance with the terms and conditions of the City's Sick Leave Transfer Program as established and set forth by City Ordinance. All benefits and/or rights existing under such program may be amended and/or terminated at any time as may be determined appropriate by the City. All terms, conditions and/or benefits of such program shall not be subject to the grievance procedure.

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

8.2.1 Bereavement/funeral leave may be allowed for bereavement purposes and/or attendance at the funeral of any other relative as allowed by Seattle Municipal Code (SMC) 4.28.020. Such relatives shall be determined as close relatives or relatives other than close relatives pursuant to the terms of SMC 4.28.020 for purposes of determining the extent of Bereavement/Funeral leave or sick leave allowable as provided for in Section 8.2. In the event SMC 4.28.020 is repealed in whole or in part by an initiative, the parties shall renegotiate this provision in accordance with the terms of Article 21.

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

- A. The employee's spouse, child, parent, or domestic partner has unexpectedly become seriously ill or has had a serious accident; or
- B. An unforeseen occurrence with respect to the employee's household (e.g., fire or flood or ongoing loss of power). "Household" shall be defined as the physical aspects of the employee's residence.
- C. The "day" of emergency leave may be used for two separate incidents. The total hours compensated under this provision, however, shall not exceed eight (8) in a contract year.

8.4 Paid Parental Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.

8.5 Paid Leave for 2010 Furloughs - Employees who furloughed in 2010 shall receive the same number of leave hours taken in 2010 and those hours will be split equally to be used in 2016 and 2017. In no case shall employees receive more than eighty (80) hours leave. Employees shall take the leave provided under this paragraph in full-day increments to the extent possible and the hours will not carry over to the following year. Employee must be in regular or benefit eligible temporary status in order to receive this benefit. In the case that the employee did not take furlough days in 2010 because they had planned to retire, and then elected not to retire and subsequently "paid" for those furlough days, they will be compensated with the same leave.

8.6 VEBA - Employees who are eligible to retire shall participate in a vote administered by the union to determine if the Voluntary Employee Benefits Association (VEBA) benefit shall be offered to employees who elect to retire. 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:
 - 1. 5 – 9 years of service and are age 62 or older
 - 2. 10 – 19 years of service and are age 57 or older
 - 3. 20 – 29 years of service and are age 52 or older
 - 4. 30 years of service and are any age

- B. For purposes of identifying all potential eligible-to-retain employees, the City shall create a list of members who are in the City's HRIS system as age 45 or older and provide this list to the union so that the union can administer the vote.
- C. **If the eligible-to-retain members of the bargaining unit vote to accept the VEBA**, then all members of the bargaining unit who retire from City service shall either:
 - 1. Place their sick leave cashout at 35% into their VEBA account, or
 - 2. Forfeit the sick leave cash out altogether. There is no minimum threshold for the sick leave cash out.
 - 3. Members are not eligible to deposit their sick leave cashout into their deferred compensation account or receive cash.
- D. **If the eligible-to-retain members of the bargaining unit vote to reject the VEBA**, all members of the bargaining unit who retire shall be ineligible to place their sick leave cashout into a VEBA account. Instead, these members shall have two choices:
 - 1. Members can cash out their sick leave balance at 35% and deposit those dollars into their deferred compensation account. The annual limits for the deferred compensation contributions as set by the IRS would apply; or
 - 2. Members can cash out their sick leave balance at 25% and receive the dollars as cash on their final paycheck.

8.7 Sabbatical Leave and VEBA - Members of a bargaining unit that votes to accept the VEBA **and** who meet the eligible-to-retain 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-retain criteria may cash out their sick leave at 25% in accordance with the sabbatical benefit.

ARTICLE 9 - INDUSTRIAL INJURY OR ILLNESS

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

9.1.1 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 or other paid leave account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation or other paid leave may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation or other paid leave is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability equals or extends beyond fourteen (14) calendar days, then (1) any accrued sick leave, vacation, or other paid leave utilized due to absence from his/her regular duties as provided for in this section shall be reinstated and the employee shall be paid in accordance with Section 9.1 which provides payment at the eighty percent (80%) rate, or (2) if no sick leave, vacation, or other paid leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 9.1.

9.1.2 Such compensation shall be authorized by the Seattle Human Resources 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.

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

9.1.4 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.

- 9.1.5 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) calendar days after notification to the employee.
- 9.2 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 9.1. 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 9.1.
- 9.3 Any employee eligible for the benefits provided by SMC 4.44 whose disability prevents him/her from performing his/her regular duties, but in the judgment of his/her physician could perform duties of a less strenuous nature, shall be employed at his/her normal rate of pay in such other suitable duties as the Department Head shall direct, with the approval of such employee's physician until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.
- 9.4 Sick leave shall not be used for any disability herein described except as allowed in Section 9.1.
- 9.5 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.
- 9.6 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 R.C.W.
- 9.7 The parties agree either may reopen for negotiation the terms and conditions of this Article.

ARTICLE 10 - PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

- 10.1 The following shall define terms used in this Article:
- 10.1.1 Probationary Period - A twelve (12) month period of employment following an employee's initial regular appointment within the Civil Service to a position.
- 10.1.2 Regular Appointment - The authorized appointment of an individual to a position covered by Civil Service.
- 10.1.3 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; through promotion or transfer to a 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.
- 10.1.4 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.
- 10.1.5 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.
- 10.1.6 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.
- 10.2 Probationary Period/Status of Employee - Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.
- 10.2.1 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.
- 10.2.2 An employee shall become regular after having completed his/her probationary period unless the individual is dismissed under provisions of Section 10.3 and Section 10.3.1.
- 10.2.3 An employee's probationary period may be extended up to six (6) additional months by written mutual agreement between the department, the employee

and the Union, subject to approval by the Seattle Human Resources Director prior to the expiration of the initial twelve (12) month probationary period.

10.3 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 Seattle Human Resources Director and a copy sent to the Union.

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

10.4 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 10.1.3.

10.4.1 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.

10.4.2 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.

10.4.3 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.

10.4.4 An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Seattle Human Resources Director prior to expiration of the trial service period.

- 10.4.5 Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.
- 10.4.6 The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.
- 10.4.7 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.
- 10.4.8 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.
- 10.4.9 An employee whose name is on a valid Reversion Recall List who accepts employment with the City in another class and/or department shall have his/her name removed from the Reversion Recall List.
- 10.4.10 A reverted employee shall be paid at the step of the range which he/she normally would have received had he/she not been appointed.
- 10.5 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 Seattle Human Resources Director, require that a complete twelve (12) month probationary period be served in that department. If a regular employee or an employee who is still 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 Seattle Human Resources Director, require that a twelve (12) month trial service period be served in that department.
- 10.5.1 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.

10.5.2 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 term 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.

10.5.3 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.

10.6 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 Seattle Human Resources 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.

10.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 11.

ARTICLE 11 - TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

11.1 Transfers - The transfer of an employee shall not constitute a promotion except as provided in Section 11.1.2(5).

11.1.1 Intra-departmental 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 Seattle Human Resources Director, but must report any such transfer to the Seattle Department of Human Resources within five (5) days of its effective date.

11.1.2 Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Seattle Human Resources Director's approval as follows:

- A. Transfer in the same class from one department to another.
- B. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.
- C. Transfer, in lieu of layoff, may be made to a 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 for 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 11.3.4.
 - 1. 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.
 - 2. 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 11.4.

- D. 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.
- E. 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 11.1.2.(4) is not practicable.
- F. The Seattle Human Resources Director may approve a transfer under Sections 11.1.2 (1), (2), (3), (4) or (5) above with the consent of the appointing authority of the Receiving Department only, upon a showing of the circumstances justifying such action.
- G. 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.

11.1.2.1 Employees transferred pursuant to the provisions of Section 11.1.2 shall serve probationary and/or trial service periods as may be required in Article 10, Sections 10.5, 10.5.1, 10.5.2, and 10.5.3.

11.1.3 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular employees shall be given priority consideration for lateral transfer to any open position in the same classification within his/her department.

11.1.4 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular part-time employees shall be given priority consideration for full-time positions in the same classification which become available within his/her department.

11.2 Voluntary Reduction - A regularly appointed employee may be reduced to a lower class upon his/her written request stating his/her reason for such reduction, if the request is concurred in by the appointing authority and is approved by the Seattle Human Resources Director. Such reduction shall not displace any regular, trial service or probationary employee.

11.2.1 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 11.5. Upon a showing, concurred in by the appointing authority of the department that the reason for such voluntary reduction no longer exists, the

Seattle Human Resources Director may restore the employee to his/her former status.

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

11.3.1 Layoff - 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.

11.3.2 In a given class in a department, the following shall be the order of layoff:

- A. Interim appointees
- B. Temporary or intermittent employees not earning service credit.
- C. Probationary employees*
- D. Trial service employees* (who cannot be reverted in accordance with Section 10.4.2.)
- E. 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 during probation.

11.3.3 However, the City may lay off out of the order described above for one or more of the reasons cited below:

- A. Upon showing by the appointing authority that the operating needs of the department require a special experience, training, or skill.
- B. 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 Seattle Human Resources Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.

11.3.4 At the time of layoff, a regular employee or a trial service employee (per 11.3.2 above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in his/her department or he/she may be transferred as provided in Section 11.1.2(3). 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 11.5.

11.4 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 for one (1) year from the date of layoff.

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

11.4.2 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.

11.4.3 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:

- A. 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.
- B. 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.
- C. 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.
- D. 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 10, Section 10.4 shall apply.

- E. 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 10, Section 10.4 shall apply.
- F. 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.
- G. 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.
- H. The Union 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 these bargaining units provided the Union representing those employees has agreed to a reciprocal right to employees of these bargaining units. Otherwise, this section shall only be applicable to those positions that are covered by this Agreement.

11.4.4 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.

11.5 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:

- A. After completion of the probationary period, service credit shall be given for employment in the same, equal or higher class, including service in other departments and shall include temporary or intermittent employment in the same class under regular appointment prior to permanent appointment.
- B. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position.
- C. Service credit shall be given for previous regular employment of an incumbent in a position which has been reallocated and in which the employee has been continued with recognized standing.

- E. Service credit shall be given for service prior to an authorized transfer.
- F. Service credit shall be given for time lost during:
 - 1. Jury Duty;
 - 2. Disability incurred in line of service;
 - 3. Illness or disability compensated for under any plan authorized and paid for by the City;
 - 4. Service as a representative of the Union affecting the welfare of City employees;
 - 5. Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

11.5.1 No service credit shall be given:

- A. For service of a regular employee in a lower class to which he/she has been reduced and in which he/she has not had regular standing, except from the time of such reduction.
- B. For any employment prior to a separation from the Civil Service other than by a resignation which 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 Seattle Human Resources Director.

11.6 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 12 - HEALTH CARE, DENTAL CARE, LIFE AND
LONG TERM DISABILITY INSURANCE**

- 12.1** Effective January 1, 2014, the City shall provide medical, dental, and vision plans (with Group Health, Aetna Traditional, Aetna Preventative and Washington Dental Service as self-insured plans, and 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 2014, 2015, 2016, 2017, and 2018, 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** An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 12.1 or similar programs as determined by the Labor-Management Health Care Committee.
- 12.1.2** For calendar years 2014, 2015, 2016, 2017, and 2018, the City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.
- 12.1.3** 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.
- 12.1.4** New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).
- 12.2** Life Insurance - The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:
- 12.2.1** Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used

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

12.2.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Sections 12.2 or 12.2.1 to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.

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

12.3 Long Term Disability - The City shall provide a Long Term Disability (LTD) Insurance program for all eligible employees for occupation and non-occupational accidents or illnesses. The City shall pay the full monthly premium cost of a base plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first six hundred sixty seven dollar (\$667) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum eight thousand three hundred thirty-three dollars [\$8,333] per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.

12.3.1 During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any long-term disability benefits covered by Section 12.3 and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.

12.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2014 for the base plan; provided further, such cost shall not exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 12.3.

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

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

12.6 Labor-Management Health Care Committee - A Labor-Management Health Care Committee was established and became effective January 1, 2001, by the parties. This Committee is responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall operate and exercise its appropriate decision-making authorities consistent with said Memorandum of Agreement, and decide whether to administer other City-provided insurance benefits.

ARTICLE 13 – RETIREMENT

- 13.1 Pursuant to Ordinance 78444 as amended, all employees shall be covered by the Seattle City Employees Retirement System (SCERS).
- 13.2 Effective January 1, 2017, consistent with Ordinance 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

ARTICLE 14 - GENERAL CONDITIONS

14.1 **Mileage Allowance** - An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes for all miles driven in the course of City business on that day with a minimum guarantee of five (5) miles.

14.1.1 The per mile mileage reimbursement rate shall be adjusted up or down to reflect the current rate.

14.1.2 In those situations where an employee within a particular job classification is regularly scheduled every shift to report to a headquarter site and to a job site at a different location and/or to report to more than one job site within the course of one shift, the employing department shall provide the necessary transportation. As an alternative, if the employing department requires the employee to drive his/her personal automobile to the job sites, special mileage provisions may be negotiated on a case-by-case basis.

14.2 **Skagit Conditions** - When City Light employees working at the Skagit facilities are prevented (due to impassable roads on Skagit Project, or similar conditions) from returning to their regular place of residence after completing their workday or shift, the Department shall provide the employee with suitable food and quarters at no cost to the employees. In addition, the Department shall pay one hour's pay per day, at the employee's regular hourly rate, for each day away from his/her regular residence.

14.2.1 **Skagit Conditions** – City Light employees traveling to a work site other than where they are normally assigned shall travel in Department vehicles or vessels on Department time.

14.3 **City Light Department Out-of-Town Rules** - When an employee, crews, or any part of a crew or crews, regularly assigned to a headquarter inside the distribution area is or are to be shifted to any location outside the Seattle distribution area to perform a specific job, the following conditions shall prevail:

A. Acceptable board and lodging shall be furnished by the Department.

B. Time consumed in traveling to and from Seattle and the work location shall be considered part of the workday. Any time consumed in this travel to and from Seattle outside of regular working hours shall be at the overtime rate of pay.

- C. The normal workweek shall be Monday through Friday. Hours of work shall be 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. Other workweeks and hours may be established if necessary in order to coordinate with other forces.
- D. An employee regularly assigned to the Seattle distribution area shall not be assigned to work at any headquarters outside that area for more than thirty (30) working days out of any ninety (90) working days.
- E. At least forty eight (48) hours' notice shall be given the employees for assignment to work outside the Seattle distribution area, except in an extreme emergency.
- F. In order to coordinate work schedules, personnel temporarily assigned to the Boundary Project shall be paid one-half (½) hour extra pay per day at the straight-time rate as compensation for travel between the work site and the board and lodging facility.

14.4 Union Visitation - The Union Representative of the Union party to this Agreement may, after notifying the City official in-Charge, visit the work location of employees covered by this Agreement at any reasonable time during working hours. For purposes of this Section, "City official in-Charge" shall mean the supervisor in-charge of the work area to be visited or, if the work area is located outside of the corporate limits of the City of Seattle, the "City official in-Charge" shall mean the official in-charge of that particular facility (e.g., Skagit Project), or, the official designated by the affected department. The Union representative shall limit his/her activities during such visit to matters relating to this Agreement. Such visits shall not interfere with work functions of the department. City work hours shall not be used by employees and/or the Union representative for the conduct of Union business or the promotion of Union affairs other than hereinbefore stated.

14.5 Union Shop Stewards - The Union party to this Agreement may appoint a shop steward in the various City departments affected by this Agreement. Immediately after appointment of its shop steward(s), the Union must furnish the Seattle Department of Human Resources and the affected Department(s) with a list of those employees who have been designated as shop stewards and their area of responsibility. Failure to provide such a list and/or disagreement over the number and/or area of responsibility of shop stewards between the City and the Union covered by this Agreement shall result in non-recognition by the City of the appointed shop stewards in question. The City must notify the Union within fifteen (15) calendar days of receipt of the Union's list or revised list if it objects to the number and/or area of responsibility of appointed shop stewards. Where there is a disagreement over the number and/or area of responsibility of appointed shop stewards, said issues shall be discussed between the City and the Union. If the parties

cannot mutually resolve their differences, the issues shall be submitted to the Labor-Management Committee for final resolution. The list shall also be updated as needed. Shop stewards shall perform their regular duties as such but shall function as the Union's representative on the job solely to inform the Union of any alleged violations of this Agreement and process grievances relating thereto; provided however, temporary employees may serve as shop stewards to inform the Union of any alleged violations of this Agreement that apply to temporary employees only and may process grievances relating thereto. The shop steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

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

14.6 Safety Standards - All work shall be done in a competent and workman-like manner, and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules which shall be complied with.

14.6.1 The practice of safety as it relates to City employees and equipment shall be paramount and in accordance with Washington Industrial Safety and Health Act (WISHA) standards.

14.6.2 The minutes of safety meetings shall be posted on the department bulletin boards.

14.6.3 No employee shall be required to operate unsafe equipment or work with unsafe material where adequate safeguards are not provided. An employee shall not be disciplined or suffer a loss of wages if any of the conditions described herein actually prevail. Upon determination or suspicion that the equipment or material is unsafe where safeguards are inadequate, the employee shall report such to the supervisor immediately. If the supervisor determines that the equipment or material is safe because the safeguards are adequate and the employee still has a concern, then the departmental Safety Officer shall be called upon to make a final determination.

14.7 Bulletin Boards - The City, upon written request from the Union relative to a specific City department which employs individuals covered by this Agreement, shall provide bulletin board space for the use of the Union.

14.8 Investigatory Interviews - When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that particular incident, the employee shall have the right to request that he/she be accompanied at the investigatory interview by a representative of the Union.

If the employee makes such a request, the request shall be made to the City representative conducting the investigatory interview. The City, when faced with such a request, may:

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

14.8.1 In construing this Section, it is understood that:

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

14.9 Career Development - The City and the Union agree that employee career growth can be beneficial to both the City and the affected employee. As such, consistent with training needs identified by the City and the financial resources appropriated therefore by the City, the City shall provide educational and training opportunities for employee career growth. Each employee shall be responsible for utilizing those training and educational opportunities made available by the City or other institutions for the self-development effort needed to achieve personal career goals.

14.9.1 The City and the Union shall meet bi-annually to discuss the utilization and effectiveness of City-sponsored training programs and any changes to same which pertain to employees covered by this Agreement. The City and the Union shall use such meetings as a vehicle to share and to discuss problems and possible solutions to upward mobility of employees covered by this Agreement and to identify training programs available to employees covered by this Agreement. The committee shall be comprised of an equal number of participants from labor as from management, and shall not exceed three participants from either side.

14.10 Uniforms - The City shall provide and clean uniforms on a reasonable basis whenever employees are required by the City to wear uniforms.

14.11 Footwear Allowance –The City shall pay the amounts in A through E below, per Agreement year for each regular full-time employee as partial reimbursement for the cost of purchasing or repairing protective or other specified footwear or other work gear (example: rain-gear, gloves etc.) when such items are required by the City. Requests for reimbursement of such footwear or gear shall be accompanied by an itemized receipt showing the amount and place of purchase or repair. An employee who does not use the full amount in one calendar year may carry over the remaining balance to the next year for use in addition to the amount allocated for that year. This carryover shall extend for the five calendar years of the Agreement, but not into the ensuing year after the expiration of the Agreement. Temporary employees who qualify for the "0521st hour through 1040th hour" level of premium pay or greater as set forth within Section 1.2.2, shall be eligible for receipt of the footwear or gear allowance every other year subject to the conditions set forth herein for receipt of same by regular employees. Gear does not include articles of clothing already being issued.

A. Effective January 1, 2014, one hundred four dollars (\$104)

B. Effective January 1, 2015, one hundred four dollars (\$104).

C. Effective January 1, 2016, one hundred twenty four dollars (\$124).

D. Effective January 1, 2017, one hundred forty four dollars (\$144).

E. Effective January 1, 2018, one hundred forty four dollars (\$144).

14.12 Identification Cards - Picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible, but conspicuous place on their person by all such employees. Any such picture identification cards shall identify the employee by first name and last name initial (or at the employee's option, first name initial and last name), employee number, job title, and photograph only. The City shall pay the replacement fee for a card that is lost no more frequently than once in any eighteen (18) month period of time. Otherwise, if the card is lost or mutilated by the employee, there shall be a replacement fee of thirty dollars (\$30) to be borne by the employee. The cost of replacing the card damaged due to normal wear and tear shall be borne by the City and shall not be the responsibility of the employee.

14.13 The City reserves the right to open Article 14.14 for the purpose of negotiating changes to employee parking and fees to address incentives for High Occupancy Vehicle (HOV) parking and disincentives for Single Occupancy Vehicle (SOV) parking and other matters as may be necessary for an

effective commute trip reduction program, as required by the City of Seattle Ordinance and State Law RCW 70.94.521-551.

14.14 Metro Passes – The City will provide a transit subsidy benefit consistent with SMC 4.20.370.

14.15 On or about May 1st of each calendar year, the City shall provide the Union with a current listing of all employees within the bargaining unit.

14.16 If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involves the driving of vehicles requiring the driver to have a State Commercial Driver's License (CDL), fees charged by the State for acquiring the license shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The City will pay, as a maximum amount, the rates charged by City-identified clinics for the physical exam required to obtain or renew the license on City time. Employees shall be notified of clinics offering the physical exam at this reimbursement rate. If an employee is covered by a City medical plan which includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Group Health or Aetna) or shall seek reimbursement through the medical plan. The City shall make a reasonable effort to make City trucks or equipment available for skill tests.

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

14.16.2 Employees in other job titles or positions not involving the driving of vehicles requiring the CDL who wish to take exam preparation or driver training courses may request approval of the courses and reimbursement of fees in the normal manner in which educational expenses are applied for and approved by Departments; provided however, license fees for these individuals shall not be reimbursed, nor shall the City be obligated to make City trucks or equipment available for skill tests for these individuals. Nothing contained herein shall guarantee that written exams, skill tests or training classes established for the purposes described herein shall be conducted during regular work hours or through adjusted work schedule(s) nor shall such written exams, skill tests or training classes be paid for on an overtime basis.

14.16.3 To obtain or renew a Hazardous Material Endorsement (HME) for positions that currently require a Commercial Drivers License (CDL), employees will be expected to submit to a background check and fingerprinting. The background check and fingerprinting are required to meet Federal regulations. The application will be done on City time and the cost of the

application and fee for such endorsement will be paid by the City if such endorsement is required by the job.

14.17 The City shall provide employees with appropriate training in the safe operation of any equipment prior to its use.

14.18 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.

14.18.1 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.

14.19 The City and the Union encourage the use of the "Early Mediation Project" or other alternative dispute resolution (ADR) processes to resolve non-contractual workplace conflict/disputes. Participation in the project or in an ADR process is entirely voluntary, confidential, and does not impact grievance rights.

14.20 Employees may be afforded sabbatical leave under the terms and conditions of Seattle Municipal Code Chapter 4.33.

14.21 Any non-supervisory employee assigned to train employees outside of the employee's normal duties (as defined by the class specification) will be given a four percent (4%) (or higher rate, if that has been past practice) premium while so assigned. Such premium will be given for formal training involving group or classroom training of four (4) hours or more, and such training will be assigned by management and involve more than normal on-the-job training. (Examples of such formal training shall include, but not limited to first aid, CPR, or pesticide training.)

14.22 Contracting Out - 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.

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

14.22.2 The Union may grieve contracting out for work as described herein, if such contract involves work normally performed by employees covered by the Agreement.

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

- A. No more than two (2) employees per negotiations session shall be authorized under this provision.
- B. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall **not** be applicable to this provision. No more than an aggregate of one hundred (100) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision for bargaining.
- C. If the aggregate of one hundred (100) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.
- D. This provision shall automatically become null and void with the expiration of the predecessor 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.

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

14.25 Meeting Space - Where allowable and prior arrangements have been made, the City may make available to the Unions, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.

14.26 Testify before Civil Service Commission - Any individual member covered by this Agreement, who is directly involved through individual appeal, in a matter being reviewed by the Civil Service Commission, shall be allowed time during working hours without loss of pay to attend such a meeting if called to testify.

14.27 Pay for Deployed Military

- A. 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.

- B. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted his or her annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

14.32 The Union and the City agree to the following:

- A. A reopener on impacts associated with the Affordable Care Act (ACA);
- B. For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts;
- C. For the duration of this agreement, the City agrees to a reopener to discuss the City's compensation philosophy and methods and processes

associated with determining wage adjustments, including the City's interest in total compensation; and,

- D. For the duration of this agreement, the Union agrees to open negotiations to modify Personnel Rule 10.3.3 to include current employees in the City's criminal background check policy.

ARTICLE 15 - LABOR-MANAGEMENT COMMITTEES

15.1 It is the intent of the Union to carry out its collective bargaining responsibility as an organization recognized as a collective bargaining representative by the City. To this end, the City agrees to confer with officials of the Union on matters subject to collective bargaining. The Union agrees that all representations made on its behalf by its agents shall have the same force and effect as if made by the Union itself, and that notices or other communications exchanged between the City and the Union or its agents shall have the same force and effect as if made by the Union itself.

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

The management representatives to the Committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Union may appoint a minimum of one (1) labor representative to the Committee.

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

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

15.3.2 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.

ARTICLE 16 - WORK STOPPAGES AND JURISDICTIONAL DISPUTES

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

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

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

16.2 Jurisdictional Disputes - Any jurisdictional dispute which may arise between any two (2) or more labor organizations holding current collective bargaining agreements with the City of Seattle shall be settled in the following manner:

- A. A Union which contends a jurisdictional dispute exists shall file a written statement with the City and other affected Unions describing the substance of the dispute.
- B. During the thirty (30) day period following the notice described in Section 16.2(1), the Unions along with a representative of the City shall attempt to

settle the dispute among themselves, and if unsuccessful shall request the assistance of the Washington State Public Employment Relations Commission.

ARTICLE 17 - RIGHTS OF MANAGEMENT

- 17.1 The right to hire, promote, discharge for just cause, improve efficiency, determine the work schedules and location of Department headquarters are examples of management prerogatives. The City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.
- 17.2 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 employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to a specific job within the bargaining unit, the right to temporarily assign employees to a specific job or position outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.
- 17.3 The Union recognizes the City's right to establish and/or revise performance evaluation system(s). Such system(s) may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees. In establishing new and/or revising existing evaluation system(s), the City shall meet prior to implementation with the Labor-Management Committee to jointly discuss such performance standards.
- 17.4 The City agrees that performance standards shall be reasonable.

ARTICLE 18 - SUBORDINATION OF AGREEMENT

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

ARTICLE 19 - ENTIRE AGREEMENT

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

ARTICLE 20 - GRIEVANCE PROCEDURE

- 20.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a contract grievance. The following outline of grievance procedures is written for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.
- 20.2 A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the contract grievance procedure and be processed within the time limits set forth herein.
- 20.2.1 Grievances shall be filed at the Step in which there is authority to adjudicate such grievance within twenty (20) business days of the alleged contract violation. (Business days are defined as Monday through Friday excluding recognized City holidays [not to include personal holidays].)
- 20.3 As a means of facilitating settlement of a contract grievance, either party may include an additional member at its expense on its committee. Additionally, either party may amend an initial grievance up to the second Step of the following procedure. If at any Step in the contract grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.
- 20.4 For grievances filed in accordance with Sections 20.2 and/or 20.2.1, failure by an employee or the Union to comply with any time limitation of Steps 2, 3, and 4 of the procedure in this Article shall constitute withdrawal of the grievance; provided however, 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.
- 20.5 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.
- 20.6 A contract grievance shall be processed in accordance with the following procedure:
- 20.6.1 (Step 1) - The contract grievance shall be reduced to written form by the aggrieved employee and/or the Union, stating the section of the agreement allegedly violated and explaining the grievance in detail. The aggrieved employee and/or the Union Representative shall present the written grievance to the employee's supervisor within twenty (20) business days of the alleged

contract violation, with a copy of the grievance submitted to the Union by the aggrieved employee. The immediate supervisor should consult and/or arrange a meeting with his/her supervisor, if necessary to resolve the contract grievance. The parties shall make every effort to settle the contract grievance at this stage promptly. The immediate supervisor shall, in writing, answer the grievance within ten (10) business days after being notified of the grievance, with a copy of the response submitted to the aggrieved employee and the Union.

20.6.2 (Step 2) - If the contract grievance is not resolved as provided in Step 1, or if the contract grievance is initially submitted at Step 2, it shall be reduced to written form, which shall include identification of the Section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The Union representative shall forward the written contract grievance to the Division Head with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

20.6.2.1 With Mediation

A. At the time the Union submits the grievance to the division head, the Union Representative or the aggrieved employee or the division head 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 representative. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within ten (10) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or his/her designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The 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 the 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 appropriate division head, and the Union representative shall be so informed by the ADR Coordinator.

- B. 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.
- C. If the grievance is not resolved through mediation, the Division Head shall thereafter convene a meeting within ten (10) business days between the Union representative and aggrieved employee, together with the designated Supervisor, the Section Manager, the Department Labor Relations Officer and any other members of management whose presence is deemed necessary by the City to a fair consideration of the alleged contract grievance. The City Director of Labor Relations or his/her designee may attend such meeting. The Division head shall give a written answer to the Union within ten (10) business days after the contract grievance meeting.

20.6.3 (Step 3) If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after the Step 2 answer or if the contract grievance is initially submitted at Step 3, within twenty (20) business days, pursuant to Section 20.2.1 to the City Director of Labor Relations with a copy to the appropriate Department Head. The Director of Labor Relations or his/her designee shall investigate the alleged contract grievance and, if deemed appropriate, he/she shall convene a meeting between the appropriate parties. He/she shall thereafter make a confidential recommendation to the affected Department Head who shall, in turn, give the Union an answer in writing ten (10) business days after receipt of the contract grievance or the meeting between the parties.

20.6.3.1 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 frame specified in Step 3 after receipt of notification from the ADR Coordinator that the grievance was not resolved through mediation.

20.6.4 (Step 4) - If the contract grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. It may be referred to the Federal Mediation and Conciliation Service for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration shall be made within twenty (20) business days after the City's answer or failure to answer in Step 3, and shall be accompanied by the following information:

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

B. Nature of the alleged violation.

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

D. Remedy sought.

20.6.4.1 In lieu of the procedure set forth in Section 20.6.4, Step 4, the City and the Union may mutually agree to select an arbitrator to decide the issue.

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

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

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

20.8.1 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 power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

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

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

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

20.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided however, disciplinary action may be processed through the contract grievance procedure; provided further, an employee covered by this Agreement must upon initiating objections relating to disciplinary action use either the contract grievance procedure contained herein (with the Union processing the grievance) or pertinent Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate his/her objections relating to a disciplinary action through both the grievance procedure and the Civil Service Commission, the grievance shall be

considered withdrawn upon first notice that an appeal has been filed before the Civil Service Commission. In grievances relating to discharge, the City shall present its position first before an arbitrator or the Civil Service Commission.

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

- A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the time lines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and
- B. Either party may make an "Offer of Settlement" to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an offer of settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 20.8.3.
- C. The parties may mutually agree to alter, amend or eliminate these procedures by executing a revised Memorandum of Agreement.

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 hereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.

ARTICLE 22– DISCIPLINARY ACTIONS

22.1 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:

- A. verbal warning;
- B. written reprimand;
- C. suspensions;
- D. demotion; or
- E. termination.

Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.

22.2 In cases of suspension or discharge, the specified charges and duration, where applicable, of the action shall be furnished to the employee in writing not later than one (1) working day after the action became or becomes effective. An employee may be suspended for just cause pending demotion or discharge action.

ARTICLE 23 - TERM OF AGREEMENT

23.1 All terms and provisions of this Agreement shall become effective upon signature of both parties unless otherwise specified elsewhere, and shall remain in full force and effect through December 31, 2018. 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, 2018. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

23.1.1 Notwithstanding the provisions of Section 23.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement shall continue to remain in full force and effect during the course of collective bargaining, until such time as the terms of a new Agreement have been consummated, or unless consistent with RCW 41.56.123 the City serves the Union with ten (10) days' notice of intent to unilaterally implement its last offer and terminate the existing Agreement.

Signed this _____ day of _____, 2016

CITY OF SEATTLE, WASHINGTON
Executed Under Authority of

Ordinance No. _____

By _____
Dan Morgan

Directing Business Representative
Machinists District 160/Local 289

By _____
Edward B. Murray, Mayor

By _____
Melody Coffman
Business Agent
Local 289

By _____
David Bracilano
Director of Labor Relations

APPENDIX
"A"
to the
AGREEMENT
by and between
THE CITY OF SEATTLE
and
**International Association of Machinists and Aerospace Workers,
District Lodge 160, Local 289**

Effective January 1, 2014 through December 31, 2018

APPENDIX A

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS DISTRICT LODGE NO. 160, LOCAL NO. 289

This APPENDIX is supplemental to the AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the International Association Of Machinists & Aerospace Workers District Lodge No. 160, Local No. 289, hereinafter referred to as the Union, for that period from January 1, 2014 through December 31, 2018. This APPENDIX shall apply exclusively to those classifications identified and set forth herein. The rates herein are illustrative of the increases provided in Articles 4.1.1 through 4.1.5 and any discrepancies shall be governed by those Articles.

A.1 Effective January 1, 2014, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19m +</u>
Automotive Mechanic.....	30.30	31.49	32.75
Automotive Maintenance, Crew Chief	35.43	36.83	38.31
Automotive Mechanic, Pre Apprentice	19.34	19.34	19.34
Automotive Mechanic, Senior.....	31.82	33.10	34.42
Automotive Mechanic, Apprentice	67% of Automotive Mechanic entry rate of pay from 00-06 months		
	71% of Automotive Mechanic entry rate of pay from 07-12 months		
	75% of Automotive Mechanic entry rate of pay from 13-18 months		
	79% of Automotive Mechanic entry rate of pay from 19-24 months		
	83% of Automotive Mechanic entry rate of pay from 25-30 months		
	87% of Automotive Mechanic entry rate of pay from 31-36 months		
	91% of Automotive Mechanic entry rate of pay from 37-42 months		
	95% of Automotive Mechanic entry rate of pay from 43 months+		
Equipment Maintenance Crew Chief.....	34.09	35.46	36.87

A.1.2 Effective December 31, 2014, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19m +</u>
Automotive Mechanic.....	30.91	32.12	33.41
Automotive Maintenance, Crew Chief.....	36.14	37.57	39.08
Automotive Mechanic, Pre Apprentice.....	19.73	19.73	19.73
Automotive Mechanic, Senior.....	32.46	33.76	35.11
Automotive Mechanic, Apprentice	67% of Automotive Mechanic entry rate of pay from 00-06 months 71% of Automotive Mechanic entry rate of pay from 07-12 months 75% of Automotive Mechanic entry rate of pay from 13-18 months 79% of Automotive Mechanic entry rate of pay from 19-24 months 83% of Automotive Mechanic entry rate of pay from 25-30 months 87% of Automotive Mechanic entry rate of pay from 31-36 months 91% of Automotive Mechanic entry rate of pay from 37-42 months 95% of Automotive Mechanic entry rate of pay from 43 months+		
Equipment Maintenance Crew Chief.....	34.77	36.17	37.61

A.1.3 Effective December 30, 2015, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19m +</u>
Automotive Mechanic	31.53	32.76	34.08
Automotive Maintenance, Crew Chief.....	36.86	38.32	39.86
Automotive Mechanic, Pre Apprentice.....	20.12	20.12	20.12
Automotive Mechanic, Senior.....	33.11	34.44	35.81
Automotive Mechanic, Apprentice	67% of Automotive Mechanic entry rate of pay from 00-06 months 71% of Automotive Mechanic entry rate of pay from 07-12 months 75% of Automotive Mechanic entry rate of pay from 13-18 months 79% of Automotive Mechanic entry rate of pay from 19-24 months 83% of Automotive Mechanic entry rate of pay from 25-30 months 87% of Automotive Mechanic entry rate of pay from 31-36 months 91% of Automotive Mechanic entry rate of pay from 37-42 months 95% of Automotive Mechanic entry rate of pay from 43 months+		
Equipment Maintenance Crew Chief.....	35.47	36.89	38.36

A.1.4 Effective December 28, 2016, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP</u> <u>19m +</u>
Automotive Mechanic.....	32.32	33.58	34.93
Automotive Maintenance, Crew Chief.....	37.78	39.28	40.86
Automotive Mechanic, Pre Apprentice.....	20.62	20.62	20.62
Automotive Mechanic, Senior.....	33.94	35.30	36.71
Automotive Mechanic, Apprentice	67% of Automotive Mechanic entry rate of pay from 00-06 months 71% of Automotive Mechanic entry rate of pay from 07-12 months 75% of Automotive Mechanic entry rate of pay from 13-18 months 79% of Automotive Mechanic entry rate of pay from 19-24 months 83% of Automotive Mechanic entry rate of pay from 25-30 months 87% of Automotive Mechanic entry rate of pay from 31-36 months 91% of Automotive Mechanic entry rate of pay from 37-42 months 95% of Automotive Mechanic entry rate of pay from 43 months+		
Equipment Maintenance Crew Chief.....	36.36	37.81	39.32

A.1.5 Effective December 27, 2017, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CLASSIFICATION</u>	<u>STEP A</u> <u>00-06m</u>	<u>STEP B</u> <u>07-18m</u>	<u>STEP C</u> <u>19m +</u>
Automotive Mechanic.....	33.21	34.50	35.89
Automotive Maintenance, Crew Chief.....	38.82	40.36	41.98
Automotive Mechanic, Pre Apprentice.....	21.19	21.19	21.19
Automotive Mechanic, Senior.....	34.87	36.27	37.72
Automotive Mechanic, Apprentice	67% of Automotive Mechanic entry rate of pay from 00-06 months		
	71% of Automotive Mechanic entry rate of pay from 07-12 months		
	75% of Automotive Mechanic entry rate of pay from 13-18 months		
	79% of Automotive Mechanic entry rate of pay from 19-24 months		
	83% of Automotive Mechanic entry rate of pay from 25-30 months		
	87% of Automotive Mechanic entry rate of pay from 31-36 months		
	91% of Automotive Mechanic entry rate of pay from 37-42 months		
	95% of Automotive Mechanic entry rate of pay from 43 months+		
Equipment Maintenance Crew Chief.....	37.36	38.85	40.40

A.1.6 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

A.2 Protective and specialized clothing shall continue to be provided per existing (1980) departmental practice, through the duration of this Agreement, to employees covered by this Appendix.

A.3 Employees covered by this Appendix within the Fleets Division of the Fleets and Facilities Department shall be afforded an opportunity to select vacation periods on the basis of seniority in grade within a given work site or location. Employees eligible to exercise this option must make their selection known to the Department Head before March 15th of the calendar year in which the vacation time is to be taken. The length of service right described herein shall

accrue from the date of hire and/or promotion into a classification covered by this Appendix. An employee shall not be eligible to exercise said right until completion of his/her probationary period.

A.4 The City shall reimburse Automotive Mechanics for the loss of required hand tools (including tool boxes) due to fire or theft from the City's premises, less twenty-five dollars (\$25) on each loss. Claims shall be honored only for tools which have been listed on an appropriate inventory form and filed with the City. Employees shall notify management whenever they remove their tools from the City's premises.

A.5 Fleets Division of the Finance and Administrative Services Department and City Light - Effective December 1, 1992, employees classified and working full-time as Automotive Mechanic (including Apprentice and Senior) who have completed their probationary period and have been employed by the City in one of the afore-referenced titles for the entire preceding year, and who provide receipts for tools purchased shall be reimbursed for said tools up to the amount of three hundred dollars (\$300). A like payment shall be made on the first pay date following a full-pay period in December during each year of this Agreement under the same conditions as hereinbefore outlined.

A.6 The City shall continue to determine the number of shifts, the shift hours and the number of personnel in each of the job classifications assigned to each shift. When an Automotive Mechanic position becomes vacant as determined by management at an individual shop, all Automotive Mechanics shall be given the opportunity to transfer to the vacant position except as hereinafter provided in Section A.7. Such transfer, if requested, shall be made by seniority. Lacking any request to transfer, as hereinbefore outlined, the Department shall assign the Automotive Mechanic with the least seniority to the vacancy. "Seniority" for purposes of this Section shall be defined as length of service within the job classification of Automotive Machinist. There shall be no bumping privileges. Article 17, Section 17.2 shall not nullify this provision.

A.7 The City shall, at all times, retain the right to assign any employee to any shift and/or shop involving specialized programs in order to ensure that the best qualified personnel are assigned to specialized programs. Specialized programs consist of the aerial lift overhaul program, the crane inspection program, the motorcycle shop, the capitalization shop, the inspection and maintenance of fire apparatus, and other programs as designated by the City after first discussing with the Union the need for such designation.

When moved to a new shop at the employee's request, the employee must accept the available shift regardless of length of service. If a position must be moved from a shop due to workload requirements, the City shall first solicit volunteers from that shop. If there are no volunteers, the City shall move the employee with the least seniority in that shop. If an employee must be moved

for other than workload requirements, the employee shall be transferred to another shop and to the same shift he/she had previously been assigned.

A.7.1 During an employee's probationary period, the City may assign or reassign said employee to any shift or shop; provided however, a probationary employee shall not be used for the express purpose of displacing a permanent employee from a particular shift. A probationary employee shall not be eligible to exercise rights as defined in Section A.7.

A.8 Effective January 1, 2014, employees who work the established second shift shall receive sixty-five cents (65¢) per hour premium pay. Employees who work the established third shift shall receive ninety cents (90¢) per hour premium pay.

A.8.1 Effective December 30, 2015, employees who work the established second shift shall receive seventy-five cents (75¢) per hour premium pay. Employees who work the established third shift shall receive one dollar (\$1.00) per hour premium pay.

A.8.2 The established second shift shall be from 4:00 p.m. to 12:30 a.m., unless otherwise designated by the Department for a particular shop or operation.

A.9 Skagit Conditions - City Light employees normally assigned to Newhalem who are required to report to Ross Dam for a full eight (8) hours of work shall be paid one-half (½) hour additional pay per day at the overtime rate for travel time to Ross Dam.

A.10 One set of metric tools per shop shall be supplied by the Department.

A.11 The City agrees to pay an additional ninety cents (90¢) per hour for those employees working on heavy trucks and fire apparatus equipment. This will affect those employees working on vehicles and equipment that is rated 14,000 GVW and above.