# AGREEMENT

By and Between

The CITY OF SEATTLE

and

The INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION No. 77
INFORMATION TECHNOLOGY PROFESSIONALS UNIT

Effective through December 31, 2018

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## PREAMBLE

This Agreement is made and entered into by and between the City of Seattle (hereinafter called the City) and the International Brotherhood of Electrical Workers Local Union No. 77, (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment of those employees for whom the Union has been recognized as the exclusive collective bargaining representative.

For employees covered by this Agreement who work at Seattle Municipal Court, aspects of their employment at Seattle Municipal Court that are related to wages and wage-related benefits are within the legal authority of the Executive. Aspects of employment at Seattle Municipal Court that are not related to wages and wage-related benefits are within the legal authority of Seattle Municipal Court.

## ARTICLE 1 – NONDISCRIMINATION

1.1 The City and the Union will not discriminate against, or favor, any employee by reason of race, color, sex, marital status, sexual orientation, gender identity, genetic information, political ideology, age, creed, religion, ancestry, national origin, honorably discharged veteran or military status, Union activities, or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification reasonably necessary to the normal operations of the City.

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

## ARTICLE 2 – BARGAINING UNIT RECOGNITION

2.1 The City hereby recognizes the Union as the exclusive collective bargaining representative of all full-time, regular part-time and temporary Information Technology Professional B and C positions employed by the City of the Seattle in the following Departments: Seattle City Light, Seattle Information Technology Department, Finance & Administrative Services, Seattle Fire Department, Human Services Department, Seattle Municipal Court, Department of Neighborhoods, Seattle Department of Construction and Inspections, Seattle Police Department, Seattle Department of Transportation, and Seattle Public Utilities, excluding supervisors, confidential employees, and all other employees.

## ARTICLE 3 – UNION MEMBERSHIP AND DUES

3.1 Each employee within the Bargaining Unit shall make application to become a member of the Union within thirty (30) days following the date of employment within the unit, and all other employees within the Bargaining Unit who have voluntarily become members of the Union shall maintain such membership in good standing. Failure by any such employee to apply for and/or maintain such membership in accordance with this provision shall constitute cause for discharge of such employee; provided that it is expressly understood and agreed that the discharge of employees is governed by applicable provisions of the City Charter which provisions are paramount and shall prevail; provided further that the above requirements to apply for Union membership and/or maintain Union membership shall be satisfied by an offer of the employee to pay the regular initiation fee and the regular dues uniformly required by the Union of its members in municipal employment.

3.2 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employees shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Union by the City. The Union agrees to indemnify and save harmless the City from any and all liability arising out of this Article.

## ARTICLE 4 – MANAGEMENT RIGHTS

4.1 The right to hire, determine qualifications, promote, discharge for just cause, improve efficiency, determine 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.

4.2 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 or diminish the size of the workforce, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods, technology or equipment, the assignment of employees to specific jobs within the bargaining unit, the right to temporarily assign employees to specific jobs or positions outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.

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

a) Determination as to (1), (2) or (3) above shall be made by the appointing authority or designee involved, and their determination shall be final, binding and not subject to the grievance procedure; provided, however, the Union shall be provided notice at least fifteen (15) calendar days prior to execution of any contract expected to exceed the competitive solicitation threshold as set by SMC 20.50.030 (consultant contracts) and 20.60.101 (purchased services), except in exigent circumstances.
b) The appointing authority or designee shall make available to the Union upon request (1) a description of the services to be so performed, and (2) the factual basis supporting the reasons for such action.
c) The Union may grieve contracting out of work as described in this Article if such contract involves work normally performed by the employees covered by this Agreement.

4.4 The Union recognizes the City's right to establish and/or revise performance evaluation systems. Such systems may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees. In establishing new and/or revising existing performance evaluation systems, the City shall meet prior to implementation with the Labor Management Committee to jointly discuss such performance standards. The City agrees that performance standards shall be reasonable.

4.5 The City and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to management.

## ARTICLE 5 – TEMPORARY EMPLOYMENT

5.1 Temporary Employment: The City employs temporary workers to supplement the regular workforce on an interim, less than half-time, short-term or term-limited basis. A temporary worker is not covered by the classified (civil) service, is not guaranteed a minimum number of hours of work and is not limited in the number of hours he or she may work.

5.2 A temporary assignment is defined as one of the following types:

a) "Interim assignment of up to one (1) year to a vacant regular position (Position Vacancy)" to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent.

b) "Interim assignment for short-term replacement of a regularly appointed employee (Incumbent Absence)" of up to one (1) year to perform work associated with a regularly budgeted position when the incumbent is temporarily absent.

c) "Less than half-time assignment" for seasonal, on-call, intermittent or regularly scheduled work that may be ongoing or recur from year to year but does not exceed one thousand forty (1,040) hours per year except as provided by Personnel Rule 11.

d) "Short-term assignment" of up to one (1) year to perform work in response to emergency or unplanned needs such as peak workload, special project, or other short-term work that does not recur and does not continue from year to year.

e) "Term-limited assignment" to perform time-limited work of more than one (1) but not more than three (3) years for:

   i) Special time-limited project work that is clearly outside the routine work performed in the department and that requires skills and qualifications that are not typically used by the department; or

   ii) Replacement of a regularly appointed employee who is assigned to special time-limited project work.

   iii) Replacement of a regularly appointed employee whose absence of longer than one (1) year is due to disability time loss, military leave of absence, or authorized leave of absence for medical reasons.

5.3 Temporary employees shall be exempt from all provisions of this Agreement except:

a) This Section, 5.3;
b) Article 1 – Nondiscrimination
c) Article 3 – Union Membership and Dues
d) Article 7 – Grievance Procedure
e) Section 18.1 – Hours of Work
f) Section 18.2 – Alternative Work Schedules
g) Section 18.3 – Overtime
h) Article 19 – Wages
i) For those temporary employees who are receiving benefits rather than premium pay: Section 14.21 – Industrial Illness or Injury
j) For temporary employees in term-limited assignments: Section 18.6 – Standby

Provided however, temporary employees shall be covered by the Grievance Procedure for purposes of adjudicating grievances relating to Sections identified within this Section.

5.4 Terms of employment for temporary employees shall be governed by the provisions of City of Seattle Personnel Rule 11, Seattle Municipal Codes 4.20.055 and 4.24.010. Where the provisions in Personnel Rule 11 or these Code sections do not conflict with the expressed provisions identified in this Article, Personnel Rule 11 and the Codes shall apply.

5.5 Appeals for conversion of temporary assignments as provided under Personnel Rule 11.12 may be brought using the appeal process provided therein, *or* at Step 3 of the grievance procedure as outlined in Section 7.2 of this Agreement. Any such review shall be limited to the matters appealable under Personnel Rule 11. A temporary assignment conversion may be appealed using only one of these options.

## ARTICLE 6 – JOINT LABOR MANAGEMENT COMMITTEE

6.1 The purpose of the Joint Labor-Management Committee is to promote systematic labor-management cooperation between the Union and the City and its employees, and to provide a forum for communication and collaboration on matters of general concern to the Union and management.

6.2 The labor management committees do not waive or diminish Management rights and do not waive or diminish Union rights of grievance or bargaining. The parties recognize that the JLMCs may not be able to resolve every issue.

6.3 The parties agree that the labor management committees shall meet periodically, and that each committee shall be comprised of representatives from management and the Union.

6.4 The responsibility for chairing meetings shall alternate each meeting between the Union and Management. The chairperson shall function as a facilitator of committee deliberations.

6.5 Summary minutes shall be taken during each meeting by a designated note taker, assigned by the hosting party, and shall consist of the topics discussed and the disposition of each. The minutes shall be prepared by the hosting party in electronic format and distributed via email at least two (2) weeks in advance of the next regularly scheduled meeting for approval by the committee at that meeting.

6.6 Additional meetings may be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this agreement. Subjects for discussion at labor management meetings during the term of this agreement shall be agreed by the parties.

## ARTICLE 7 – GRIEVANCE PROCEDURE

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

7.2 A grievance is defined as any dispute between the parties and/or any employee concerning the interpretation, application, claim of breach or violation of the terms and conditions addressed in this Agreement.

Step 1: As the initial step, the grievance shall be verbally presented by the Union Steward to the employee's immediate supervisor within twenty (20) business days of the grievable incident. The immediate supervisor shall provide a verbal response within ten (10) business days after being notified of the grievance.

Step 2: If no settlement is arrived at in Step 1, the grievance may be referred in writing by the employee or the Steward to the Business Manager of the Union. If the Business Manager decides that the grievance should be forwarded to the appointing authority (or designee), he shall submit it in writing, with a copy to the City Director of Labor Relations, within ten (10) business days after the Supervisor's verbal response in Step 1. The grievance should set forth the following:

a) A statement of the nature of the grievance and the facts upon which it is based.
b) The remedy or correction desired.
c) The Section or Sections of the Agreement relied upon as being applicable thereto.

When a grievance is so presented, the department and Union shall schedule a meeting to discuss the grievance. The department shall reply in writing within ten (10) business days from the date of the meeting. Should the parties agree to forego such a meeting, the department shall, within ten (10) business days from the grievance being so presented, investigate and reply to the Union in writing.

Step 3: If no settlement is arrived at in Step 2, the grievance shall be submitted in writing within ten (10) business days after the Step 2 answer, to the Director of Labor Relations, with a copy to the appropriate appointing authority. The Director of Labor Relations, or their designee, shall investigate the grievance and, if deemed appropriate, they shall convene a meeting between the appropriate parties. They shall thereafter make a confidential recommendation to the affected appointing authority who shall in turn give the Union an answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

Step 4: If the difference or complaint is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. Within twenty (20) days of the Union's receipt of the City's Step 3 response or the expiration of the City's time frame for responding at Step 3, the Union shall file a Demand for Arbitration with the City Director of Labor Relations.

Mediation can be requested at Step 4 in the same manner as outlined below. The grievance must be submitted to binding arbitration 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. The City and the Union may, through mutual agreement, submit the issue to mediation/arbitration with a mediator/arbitrator selected by the parties.

After the Demand for Arbitration is filed, the City and the Union will select, by mutual agreement, an arbitrator to hear the parties' dispute. In the event the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by alternately striking names from a list of five (5) arbitrators supplied by FMCS or the American Arbitration Association.

Demands for arbitration will be accompanied by the following information:

a) Question or questions at issue.
b) Identification of Section(s) of the Agreement allegedly violated.
c) Statement of facts.
d) Position of employee or employees.
e) Remedy sought.

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

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

a) The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
b) The decision of the arbitrator shall be final, conclusive and binding upon the City, the Union, and the employee(s) involved.
c) The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.
d) The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

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

7.3 With Mediation

At the time the aggrieved employee and/or the Union submits a grievance to the department, the Union, the aggrieved employee or the department 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. All parties affected must agree with using the mediation process.

If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or his/her designee will schedule a mediation

conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties.

The Union representative and a Labor Negotiator from City Labor Relations will 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 of the agreement, or a signed statement of the disposition of the grievance, submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the appropriate management representative and the Union representative shall be so informed by the ADR Coordinator.

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

If the grievance is not resolved through mediation, the department shall convene a meeting within ten (10) business days after receipt of the notification that the grievance was not resolved through mediation between the aggrieved employee, Union Representative, appropriate management representatives, and departmental labor relations officer. The City Director of Labor Relations or his/her designee may attend said meeting. Within ten (10) business days after the meeting, the department shall forward a reply to the Union.

7.4 Grievances processed through Step 3 shall be heard during normal City working hours. Employees involved in such grievance meetings during their working hours shall be allowed to do so without suffering a loss in pay. No more than one (1) Shop Steward and the grievant shall attend the grievance meeting, except with prior approval of the City.

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

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

7.7 Arbitration awards or grievance settlements shall not be retroactive beyond the date of occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days prior to the initial filing of the grievance.

7.8 Reclassification Grievances: A reclassification grievance will be initially submitted by the Union in writing to the Director of Labor Relations, with a copy to the Department. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, and the proposed job classification. The Union will include with the grievance letter a Position Description Questionnaire (PDQ) completed and signed by the grievant(s). At the time of the initial filing, if

the PDQ is not submitted, the Union will have sixty (60) business days to submit the PDQ to Labor Relations.

After initial submittal of the grievance, the procedure will be as follows:

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

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

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

    a) The Union may submit the grievance to binding arbitration per Section 1 (Step 4); or
    b) The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit, one human resource professional and one information technology 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 within forty-five (45) business days of the appeal hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Board 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 Section 1, Step 4.

## ARTICLE 8 – DISCIPLINE

8.1 The City may suspend, demote or discharge an employee for just cause.

8.2 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 which the City may take against an employee include:

A. Verbal warning
B. Written reprimand
C. Suspension
D. Demotion
E. Termination

Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct, and such other just cause considerations as the appointing authority deems relevant.

8.3 In cases of suspension, demotion or discharge, the specified charges shall be furnished to the Union and the employee in writing.

8.4 The Union/employee covered by this Agreement must, upon initiating an appeal relating to disciplinary action, use either the grievance procedure contained herein or pertinent procedures regarding disciplinary appeals to the Civil Service Commission. Under no circumstances may the Union/employee use both the contract grievance procedure and Civil Service Commission procedures relative to the same disciplinary action.

8.5 The appointing authority may suspend, demote or discharge a probationary employee without just cause.

## ARTICLE 9 – UNION REPRESENTATIVES

9.1 The authorized representatives of the Union signatory to this Agreement shall be allowed admission at any reasonable time to the employees' worksites for the purpose of conducting investigations into matters relating to this Agreement, and will first make their presence known to the management.

9.2 Employees elected or appointed to office with IBEW Local 77 which requires a part or all of their time shall submit a request for leave to their respective appointing authority. The terms and conditions of such leave shall be subject to agreement by the appointing authority, the employee and/or the Union. Such terms may not conflict with City policy or ordinance.

9.3 The Business Manager and/or Representatives shall have the right to appoint a Steward at any location where employees are working under the terms of this Agreement. Immediately after appointment, the City shall be furnished with the names of Stewards so appointed. The Steward shall see that the provisions of this Agreement are observed, and shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall not include processing grievances at Step 4 of the grievance procedure set forth in Article 7 of this Agreement. Shop stewards will not countermand legal and ethical orders of or directions from City officials or change working conditions. The City will not dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to alleged violation of any provision of the Agreement.

## ARTICLE 10 – WORK STOPPAGE

10.1 The public interest in the efficient and uninterrupted performance of all City Services being paramount, the City and the Union to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone, and employees covered by this Agreement shall not cause or engage in, any work stoppage, strike, slowdown, or other interference with City functions during the term of this agreement.

10.2 The Union, and its officers and representatives shall, in good faith, use every reasonable effort to terminate such unauthorized action.

## ARTICLE 11 – SAFETY STANDARDS

11.1 Employees shall perform their work in a competent and safe manner, and in accordance with the State of Washington Safety Codes, where applicable. Where higher standards are specified by the City than called for by state codes, City standards shall prevail.

11.2 The City shall provide safe working conditions in accordance with W.I.S.H.A. and O.S.H.A standards.

11.3 The employee has the duty and privilege of immediately reporting unsafe working conditions to their supervisor. The City recognizes that employees also have the right, in compliance with State and/or Federal laws, to report unsafe working conditions directly to the Washington State Department of Labor and Industries.

11.4 Each union member who is appointed as a floor warden or member of a Safety Committee may be assigned to attend departmental safety meetings and perform related activities pertinent to their work location.

ARTICLE 12 – HOLIDAYS

12.1 The following days or days in lieu thereof shall be considered as paid holidays:

| | |
|---|---|
| New Year's Day | January 1 |
| Martin Luther King Jr.'s Birthday | Third Monday in January |
| President's Birthday | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving | First Friday after Thanksgiving Day |
| Christmas | December 25 |
| Two Personal Holidays | (0 – 9 Years of Service) |
| Four Personal Holidays | (After Completion of 18,720 regular Hours*) |

*Employees who have either:

a) Completed eighteen thousand seven hundred twenty (18,720) hours or more on regular pay status or

b) Are accruing vacation at a rate of .0615 or greater

on or before December 31st of the previous year shall receive two (2) additional personal holidays for a total of four (4) personal holidays to be added to their leave balance in the first full pay period in January of each subsequent year.

12.2 An employee must be on pay status on the regularly scheduled workday immediately preceding or immediately following a holiday to be entitled to holiday pay.

12.3 Employees, including those on alternate work schedules, shall receive eight (8) hours pay per holiday (except as identified in 12.2, 12.4 and 12.5). Employees working an alternate work schedule during a holiday work week are permitted to make scheduling or pay status adjustments as follows:

a) With supervisory approval, employees on a 4/40 or 9/80 schedule may revert to a 5-day/40 hour schedule for the work week or pay period, respectively, in which the holiday falls; or

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 employee's discretion, 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 workweek in which the holiday falls. In the event that a request for a modified

holiday work week schedule cannot be accommodated, such denial shall not be arbitrary or capricious.

12.4 Part-time hourly employees shall receive holiday pay pro-rated based on their work schedule. If their schedule regularly fluctuates, or changes for at least thirty (30) days prior to the holiday, the holiday benefit shall be based on the average straight-time hours compensated during the pay period immediately prior to the pay period in which the holiday falls.

12.5 New employees and employees returning from unpaid leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work; provided, that short authorized absences of four (4) days or less shall not be considered in the application of the preceding portion of this Section, and provided further, that no combination of circumstances whereby two (2) holidays are affected by the foregoing provision may result in payment for more than one (1) of such holidays.

12.6 Employees who work less than a full calendar year shall be entitled only to those holidays, Monday to Friday inclusive, which fall within their work period. Employees quitting work or discharged for cause shall not be entitled to pay for holidays following their last day of work.

12.7 Holidays falling on Saturday or Sunday shall be recognized and paid on those actual days for employees regularly scheduled to work those days. Payment will be made only once for any holiday. An hourly employee whose normal day off falls on an officially observed holiday shall receive another day off, with pay, during the same workweek in which the holiday occurs.

12.8 New employees shall be entitled to use the personal holidays as referenced in Section 12.1 of this Article during the calendar year of hire.

12.9 Employees may take their personal holidays at any time with supervisory approval.

12.10 Personal holidays cannot be carried over from year to year, nor can they be cashed out if not used by the end of the calendar year.

12.11 An employee who is prevented from using their floating holiday(s) by the end of the calendar year due to business reasons (e.g. as when a vacation restriction is in effect) may, at the discretion of the appointing authority or designated management representative, be allowed to convert an equivalent number of vacation hours used during the same calendar year to personal holiday.

13.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 13.3 for each hour on regular pay status as shown on the payroll, pro-rated for part-time employees.

13.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time and sick leave.

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

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

| | | |
|---|---|---|
| 28 | .....(240) | .....480 |
| ..... | ..... | ..... |
| 29 | | |
| ..... | | |
| 30 | | |
| ..... | | |

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

13.5 New employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1,040) hours on regular pay status.

13.6 When an employee must cancel a scheduled and approved vacation at the request of management and is not able to reschedule and use vacation prior to attaining his or her maximum allowance, the appointing authority, or his or her designee, may allow the employee to exceed the maximum allowance and continue to accrue vacation for up to three (3) months. If an employee is not approved to take vacation during that three (3)-month period, management will meet with the employee and the Union to discuss options for mitigating any loss of vacation hours due to business needs.

13.7 An employee who is receiving disability compensation pursuant to SMC Chapter 4.44 continues to accrue vacation and may exceed his or her maximum allowance until the employee ceases to receive such compensation. If the employee does not return to work when his or her disability compensation eligibility ends, he or she shall run out his or her vacation balance. If the employee returns to regular pay status with a vacation balance that exceeds the maximum allowance, he or she shall have three (3) months from the date of return to reduce the balance, during which time he or she shall continue to accrue vacation.

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

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

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

13.11 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 and approval of the appointing authority or his or her designee. Where the terms of this Section are in conflict with Ordinance 116761 (Family and Medical Leave) as it exists or may be hereafter modified, the Ordinance shall apply.

13.12 The designated Management representative shall arrange vacation time for employees on such schedules as will least interfere with the functions of the work unit but which accommodate the desires of the employee to the greatest degree feasible.

13.13 Employees with prior regular City service who are regularly appointed to positions within the City shall begin accruing vacation at the rate which was applicable upon their most recent separation from regular City service.

14.1 Employees accumulate sick leave credit from the date of regular appointment to City service, and are eligible to use sick leave for a qualifying reason after thirty (30) calendar days of employment. Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week.

14.2 Employees may accumulate sick leave with no maximum balance.

14.3 An employee may use accumulated sick leave if he or she must be absent from work because of:

a) A personal illness, injury or medical disability incapacitating the employee for the performance of his or her job, or personal health care appointments; or

b) Care of an employee's spouse or domestic partner, or the parent, child (as defined by SMC 4.24.005), sibling, dependent or grandparent of such employee or his or her spouse or domestic partner, in instances of an illness, injury, or health care appointment where the absence of the employee from work is required, or when such absence is recommended by a health care provider, and as required by City Ordinance as cited at SMC 4.24.

c) Employee absence due to closure of the employee's worksite by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material.

d) 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.

e) Eligible reasons related to domestic violence, sexual assault, or stalking as set forth in RCW 49.76.030.

14.4 An employee may use accumulated sick leave in order to provide non-medical care to the newborn child of the employee or his or her spouse or domestic partner. With the appointing authority's approval, an employee may take sick leave under this Article to supplement a reduced work schedule, provided that the work schedule must be stable and predictable. Sick leave taken for the non-medical care of a newborn child must begin and end by the first anniversary of the child's birth.

14.5 An employee may request use of accumulated sick leave for the non-medical care of a dependent child placed with the employee or his or her spouse or domestic partner for adoption. Sick leave approved for this reason may also be used to cover the employee's absence(s) to satisfy legal and regulatory requirements prior to and after the placement, and reasonable travel time to claim and return home with the child. With the appointing authority's approval, an employee may take sick leave under this Article to supplement a reduced work schedule, provided that the work schedule must be stable and predictable. Sick leave taken for the non-medical care of a dependent child must begin and end by the first anniversary of the child's adoption.

14.6 An appointing authority, or designated management representative, may approve sick leave payment for an employee as long as the employee:

a) Makes prompt notification;

b) Claims use of sick leave time using the appropriate method(s);

c) Reports sick leave in minimum increments of fifteen (15) minutes;

d) Limits claims to the actual amount of time lost due to illness or disability or for the reasons described in Sections 14.3, 14.4 and 14.5;

e) Obtains such medical treatment as is necessary to hasten his or her return to work; and

f) Provides medical certification of the job-related need for sick leave for absences of more than four (4) days. Medical certification should only include the information that the appointing authority, or designated management representative, needs to authenticate the employee's need for sick leave.

14.7 Sick leave pay may be denied, with justification, and/or medical certification may be required, for employees who are absent repeatedly or whose absences precede or follow regular days off or follow some other pattern without reason, or who abuse sick leave, or who obtain, attempt to obtain or use sick leave fraudulently, or whose absences are the result of misconduct during working hours. Abuse of sick leave shall be subject to the provisions of Article 8 of this Agreement.

14.8 Employees are not eligible to receive paid sick leave when suspended or on leave without pay, when laid off, or otherwise not on regular pay status. If an employee is injured or becomes ill while on paid vacation or compensatory time off, the employee shall provide a statement from his or her health care provider or other acceptable proof of illness or disability for the time involved substantiating the request for sick leave use in lieu of vacation or compensatory time off.

14.9 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 Section 14.10).

14.10 Rate of Pay for Sick Leave Used to Cover Missed Overtime: An employee may use paid sick leave for scheduled mandatory overtime shifts missed due to a qualifying reason as provided in Section 14.3. Payment for the missed shifts shall be at the employee's regular straight-time rate of pay. 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.

14.11 Return-to-Work Verification: An employee returning to work after an absence requiring sick leave may be required to provide certification from his or her health care provider that the employee is able to perform the essential functions of the job with or without accommodation.

14.12 An employee who takes sick leave for a family and medical leave-qualifying condition shall comply with the notification, certification and release protocols of the Family and Medical Leave Program. His or her properly certified absence shall be accorded the protections of family and medical leave as long as it is for a condition that qualifies for both family and medical leave and sick leave.

14.13 An employee who is re-employed following separation from City employment shall have any unused sick leave balance from his or her prior period of employment restored unless the separation was due to resignation, quit or discharge.

14.14 An employee who was eligible for sick leave accumulation and use under this Article prior to appointment to a regular (non-temporary) position not covered under the sick leave plan, shall have his or her former unused sick leave credits restored upon return to a position that is covered under the sick leave plan.

14.15 An employee who has been granted a sabbatical leave may elect to take a lump sum cash-out of any or all of his or her unused sick leave balance in excess of two hundred and forty (240) hours 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. The employee must exercise this option at the beginning of his or her sabbatical leave.

14.16 Sick leave that is cashed out is paid at the rate of pay in effect for the employee's primary job classification or title at the time of the cash-out.

14.17 All employees who are included in the City's sick leave plan are eligible to participate as a recipient or donor in the Sick Leave Transfer Program, if the affected employee meets the eligibility conditions specified in Personnel Rule 7.7.5.

14.18 An employee may, with supervisory approval, participate as a non-compensated donor in a City-sponsored blood drive without deduction of pay or paid leave. Such participation may not exceed three (3) hours per occurrence for travel, actual donation and reasonable recuperation time. In order to qualify for time off under this Article, the employee must provide his or her name and department to the blood bank representative for verification of his or her participation by the appointing authority.

14.19 VEBA Benefit: Upon retirement, thirty-five percent (35%) of an employee's unused sick leave credit accumulation shall be transferred to a VEBA account (as described below) to be used according to Internal Revenue Service (IRS) regulations on the day prior to their retirement. Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary. However, if an employee is eligible for retirement and chooses to vest their funds with the Retirement System at the time they leave City Employment, they will lose all sick leave credit and not be eligible to receive the twenty-five percent (25%) cash out.

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.

Eligibility-to-Retire Requirements:

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

- 30 years of service and are any age

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

If the eligible-to-retire members of the bargaining unit vote to accept the VEBA, then all members of the bargaining unit who retire from City service shall either:

a. Place their sick leave cash out at 35% into their VEBA account, or
b. Forfeit the sick leave cash out altogether. There is no minimum threshold for the sick leave cash out.

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

If the eligible-to-retire members of the bargaining unit vote to reject the VEBA, all members of the bargaining unit who retire from City service shall be ineligible to place their sick leave cash out 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.

14.20 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.

14.21 Industrial Injury or Illness:

a) Any employee who is disabled in the discharge of their duties, and if such disablement results in absence from their 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.

b) Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave

utilized that results in absence from their regular duties (up to a maximum of eighty percent [80%] of the employee's normal hourly rate of pay per day) shall be reinstated by Industrial Insurance or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 14.21a.

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

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

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

e) Such compensation shall be authorized by the Seattle Human Resources Director or their designee with the advice of the employee's appointing authority on request from the employee, supported by satisfactory evidence of medical treatment of the illness or injury giving rise to the employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

f) Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 14.21a. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 14.21a).

g) Any employee eligible for the benefits provided by SMC 4.44.020 whose disability prevents them from performing their regular duties but, in the judgment of their physician could perform duties of a less strenuous nature, shall be employed at their normal rate of pay in such other suitable duties as the appointing authority 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.

h) Sick leave shall not be used for any disability herein described except as allowed in Section 14.21b.

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

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

## ARTICLE 15 – LEAVES OF ABSENCE

15.1 Unpaid Leave

a) A leave of absence without pay for a period not exceeding sixty (60) consecutive days may be granted by the appointing authority of a department.

b) A request for an unpaid leave of absence longer than sixty (60) days may be granted by the appointing authority, with notice to the Seattle Human Resources Director.

c) All requests for unpaid leaves of absence under this provision are to be made in writing as far in advance as possible, stating all pertinent details and the amount of time requested. At the expiration of such authorized leave, the employee shall resume their same class of work; however, standing and service credit shall be frozen at the commencement of the unpaid leave of absence and shall not continue to accrue until the employee returns from said leave.

15.2 Bereavement/Funeral Leave: Employees covered by this Agreement shall be allowed one (1) day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided, that where attendance at a funeral or for bereavement purposes requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided further, that the appointing authority may, when circumstances require and upon application stating the reasons for the request, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one period of absence.

In like circumstances and upon like application the appointing authority or their designee may authorize leave for the purpose of attending the funeral/bereavement of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "*close relative*" shall mean the spouse or domestic partner, child, mother, stepmother, father, stepfather, brother, sister, grandchild, grandfather or grandmother of the employee or spouse or domestic partner, and the term "*relative other than a close relative*" shall mean the uncle, aunt, cousin, niece, nephew, or the spouse or domestic partner of the brother, sister, child or grandchild of the employee or spouse or domestic partner; or the uncle, aunt, cousin, niece, nephew, spouse or domestic partner of the brother or sister of the spouse or domestic partner of such employee.

15.3 Emergency Leave: One (1) day leave per Agreement year without loss of pay may be taken with the approval of the employee's supervisor and/or appointing authority when it is necessary that the employee be off work in the event of a serious illness or accident of a member of the immediate family or when it is necessary that the employee be off work in the event of an unforeseen occurrence with respect to the employee's household (e.g., fire or flood or ongoing loss of power) that necessitates action on the part of the employee. The "*household*" is defined as the physical aspects of the employee's residence. The immediate family is limited to the spouse or domestic partner, children and parents of the employee. 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.

15.4 Sabbatical Leave: Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Personnel Rule 7.4.

15.5 Family and Medical Leave: Employees who meet the eligibility requirements of the Seattle Municipal Code, Chapter 4.26, "Family and Medical Leave," or the federal Family and Medical Leave Act, may take leave to care for themselves and qualified dependents.

15.6 Military Leave: 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.

The City will comply with the requirements of RCW 73.16 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, with respect to unpaid leave of absence and return rights for employees who leave City Service to serve in the Armed Forces of the United States. Military leave for such employees shall be administered in accordance with City Personnel Rule 7.9, Ordinance 124664 and SMC 4.20.180, as amended.

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.

15.7 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.

15.8 Furlough Hours: Employees who furloughed in 2010 shall be granted the equivalent number of hours furloughed to be used as paid leave. The employee shall receive half the allotted hours in 2016 and half in 2017. In no case shall an employee receive more than eighty (80) hours. Employees shall use such leave in full-day increments to the extent possible. The hours provided in 2016 must be used within twelve (12) months of legislation of this Agreement. The hours provided in 2017 must be used within twelve (12) months from the date they are added to the employee's available leave. There will be no carryover of hours. Employees must be in a regular or benefit-eligible temporary status in order to receive this benefit. If an 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 16 – MEDICAL, DENTAL, VISION CARE, LONG-TERM DISABILITY AND LIFE INSURANCE

16.1 Medical, Dental and Vision Care: The City shall provide medical, dental and vision plans (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. Said plans, changes thereto and premiums shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established by the parties to govern the functioning of said Committee.

16.2 For calendar years 2015, 2016, 2017 and 2018 the City shall pay up to one hundred seven percent (107%) of the average City cost of medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay eighty-five percent (85%) of the excess costs in healthcare and the employees shall pay fifteen percent (15%) of the excess costs in healthcare.

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

16.4 Long Term Disability: The Employer shall provide a Long Term Disability (LTD) insurance program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer 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 of $8,333.00 per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.

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

16.6 The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year 2015 for the base plan; provided, further, such cost shall not exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within Section 16.2.

16.7 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 provided for below.

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

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

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

## ARTICLE 17 – RETIREMENT

17.1 Pursuant to Ordinance No. 78444 as amended, employees shall be covered by the Seattle City Employees Retirement System (SCERS).

17.2 Effective January 1, 2017, consistent with Ordinance No. 78444 as amended, the City shall implement a defined benefit retirement plan, SCERS II, for employees hired on or after January 1, 2017.

## ARTICLE 18 – HOURS OF WORK AND OVERTIME

18.1 Hours of Work: Eight (8) hours shall constitute a normal day's work, and five (5) consecutive days a normal work week.

a) Employees covered by this Agreement shall be provided a fifteen (15) minute paid rest period during each half of their workday.

b) Employees covered by this Agreement shall be provided an unpaid meal break of not less than thirty (30) minutes, and no more than sixty (60) minutes.

c) Fourteen (14) calendar days' notice shall be provided to employees when changes to employees' regular schedules are made by management. 'Schedule change' shall mean a change from a normal schedule as described in 18.1, above, to an alternative work schedule (see Section 18.2), or vice versa; OR a change in the scheduled days of work within a work week (e.g. from Monday-Friday, to Tuesday-Saturday work week).

d) Five (5) calendar days' advance notice shall be afforded employees covered by this Agreement when shift changes are required by their supervisor. For shift changes required as a result of circumstances not reasonably anticipated, such as in an emergency, the City will provide notice to employees as soon as possible.

18.2 Alternative Work Schedules: Notwithstanding Section 18.1, above, the City may, upon notice to the Union, approve four (4)-day/forty (40)-hour or nine (9)-day/eighty (80)-hour alternative work schedules for employees covered by this bargaining agreement subject to such terms and conditions established by each department. In administering alternative work schedules, the following working conditions shall prevail:

a) Employee participation shall be on a voluntary basis.
b) Vacation benefits shall be accrued and expended on an hourly basis.
c) Sick leave benefits shall be accrued and expended on an hourly basis.
d) Holidays shall be granted in accordance with Article 12 of this Agreement.

18.3 Overtime:

a) Overtime work must be assigned. Only the appointing authority or a designated management representative shall authorize employees to work more than forty (40) hours in a workweek.
b) All work performed in excess of forty (40) hours in any work week shall be considered as overtime.
c) Overtime shall be compensated at the rate of one and a half (1½) times the employee's regular straight-time hourly rate of pay.
d) Employees may make necessary adjustment, when approved by the City, in their normal daily work hours to fulfill their normal job responsibilities within forty (40) hours per week; provided, however, employees shall not be expected by the City to work in excess of forty (40) hours per work week without overtime compensation.
e) Employees shall report actual hours worked each workday on their bi-weekly timesheets.

18.4 Premium Pay for Holidays:

a) An employee whose normal work schedule does not include work on an officially recognized holiday but who, with fourteen (14) calendar days advance notice, is required to work on the

holiday shall receive his or her straight-time rate of pay for working on the holiday and, in addition, shall receive premium pay at the rate of one and a half (1½) times his or her straight-time rate of pay for actual hours worked on the holiday. Where fourteen (14) calendar days advance notice is not given, the employee shall receive premium pay at the rate of two (2) times his or her straight-time rate of pay for actual hours worked on the holiday.

b) An employee whose normal work schedule includes work on an officially recognized holiday shall receive his or her straight-time rate of pay for working on the holiday. In addition, he or she shall receive 1½ times his or her straight-time rate of pay for hours worked on the holiday.

c) An employee who works on an officially recognized holiday may, at the discretion of the appointing authority or designated management representative, be allowed to take another day off in lieu of the holiday, as long as such day off falls during the same work week as the holiday. The hours worked on the holiday shall be compensated at the employee's straight-time rate of pay, except that any hours over 40 in the workweek shall be paid at the overtime rate of pay.

18.5 Compensatory Time Off: By mutual agreement of the affected employee and the appointing authority or designated management representative, an hourly employee may receive compensatory time off in lieu of wages for overtime hours worked. Use of compensatory time off requires supervisory approval.

a) Compensatory time off shall be earned at the same rate as overtime wages, as provided in this Article.

b) Employees may accumulate up to eighty (80) hours of compensatory time off.

c) Compensatory time off balances must be cashed out upon separation of employment from the City.

d) At the discretion of the appointing authority, an employee who transfers from another employing unit may be allowed to transfer his or her compensatory time off balance, up to a maximum of eighty (80) hours. Any compensatory time balances in excess of eighty (80) hours shall be cashed out.

e) If the receiving department does not agree to the transfer of compensatory time balances, the employing unit in which the employee accumulated the balance shall cash it out.

18.6 Standby: Standby duty is for the purpose of responding to business needs that arise outside of employees' regular working schedules.

a) When an employee covered by this Agreement is placed on standby duty by the City, the employee shall remain available to respond to emergency calls and must respond as directed by the designated management representative.

b) Employees who are placed on standby duty shall be paid at the rate of ten percent (10%) of their regular straight-time hourly rate of pay for all hours so assigned.

c) When an employee assigned to standby duty responds and performs the work required, standby pay shall be discontinued for the actual hours on work duty and the employee shall be paid at the overtime rate of pay for all time spent performing such duties.

d) Where standby is required, work units shall maintain quarterly standby schedules so that affected employees have adequate notice of when they are scheduled to be on assigned standby duty. Such schedules will be made available to employees fourteen (14) calendar days in advance. Employees may, with management concurrence, exchange assigned standby

shifts in advance of a scheduled standby assignment. To the extent possible, such exchanges shall not result in inequitable distribution of standby among employees.

e) Notwithstanding (d), above, the City may assign employees to standby duty without prior notice where unforeseen circumstances require a specific response or skillset. In such circumstances, the City may request an employee remain available to respond for a specified time period, and the provisions of Sections 18.6(b) and 18.6(c) shall apply.

f) An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.

18.7 Call Back: A call back is defined as a situation in which an employee has left the work premises and is contacted to report to a designated work location after the end of their normal workday, or on a scheduled day off, in response to unplanned or unforeseen circumstances requiring the employee's performance of work outside of their normally scheduled working hours.

a) Compensation for a call back shall commence at the time the employee arrives at the designated work location.

b) Employees who respond to a call back shall receive a minimum of two (2) hours of overtime pay at one and a half (1½) times their regular straight-time hourly rate of pay. Each additional hour worked on the call back shall be paid at one and a half (1½) times the employee's regular straight-time hourly rate of pay.

c) An employee who is called back within two (2) hours from the starting time of their next regularly scheduled work shift shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of their next regularly scheduled work shift, and the call back provision shall not apply.

d) Existing practices with regard to compensation for call back within the Radio Communications group at the Seattle IT Department, and the SCADA unit at Seattle Public Utilities, shall continue for the term of this Agreement.

18.8 Remote Response: Remote response is defined as a situation in which an employee is contacted to respond after the end of his or her normal workday, or on a scheduled day off, due to unplanned or unforeseen circumstances, but such response does not require the employee to report to a designated work location. Remote Response occurs when an employee accepts or returns a call or message, or logs into a City device or system, for the purpose of responding as requested by the City.

a) Employees who provide Remote Response shall receive a minimum of two (2) hours of overtime pay at one and a half (1½) times their regular straight-time hourly rate of pay . If the total duration of the work exceeds two (2) hours, overtime will be paid for the actual time spent performing such duties.

b) Employees who respond within two (2) hours from the starting time of their next regularly scheduled work shift shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of their next regularly scheduled work shift, and the remote response provision shall not apply.

18.9 Overtime Meal Compensation

a) Eligibility: When an employee is specifically directed by the City to work two (2) hours or longer on the end of his or her normal work shift of not less than eight (8) hours, 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 their place

of residence as a result of such additional hours of work, the employee shall be reimbursed for the *reasonable* cost of such meal in accordance with Ordinance 111768.

b) Reimbursement: The employee must furnish the City with a dated receipt for said meal no later than the beginning of their next regular shift. Otherwise, the employee shall be paid a maximum of ten dollars ($10.00) in lieu of reimbursement for the meal. The City shall not reimburse for the cost of alcoholic beverages.

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

18.10 Shift Differential: Effective July 27th, 2015, an employee who is scheduled to work not less than four (4) hours of their regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premiums for scheduled hours which fall within those shifts.

| SWING SHIFT | GRAVEYARD SHIFT |
|---|---|
| $.80 per hour | $1.20 per hour |

Shift definition shall be governed by department practice.

With the exception of eligible sick leave, the above shift premium shall not apply to any paid leave time. The shift differential will be paid to employees working overtime only if they work four (4) or more consecutive hours on the extra shift, in which case it will be paid for all hours of overtime work for that shift.

## ARTICLE 19 – WAGES

19.1 The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth in Schedule A, which is attached hereto and made a part of this Agreement.

19.2 Upon approved legislation of this contract, the City will provide a lump sum payment to eligible employees within the bargaining unit, to be calculated as follows: the equivalent of 2.2% of the base wages paid to the employee for the period December 31, 2014 through July 26, 2015. For those employees who received payment for shift differential on or after July 27, 2015, the lump sum shall also include an amount equivalent to the difference between the differential payment received and the amount that would have been paid at the rate provided in Section 18.10 of this Agreement.

19.3 The rates of pay in Section 1.1 of Schedule A include a wage increase of two point two percent (2.2%), effective July 27th, 2015.

19.4 Effective December 30, 2015, base wage rates shall be increased by one point one percent (1.1%), as enumerated in Section 1.1 of Schedule A.

19.5 Effective December 28, 2016, base wage rates shall be increased by three point five percent (3.5%), as enumerated in Section 1.1 of Schedule A.

19.6 Effective December 27, 2017, base wage rates shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June 2017 over the same index for June 2016; provided, however, said percentage increase shall not be less than one and one-half percent (1.5%), nor shall it exceed four percent (4%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100), covering the period June 2016 to June 2017 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.

19.7 Wage Study: The City will conduct a wage study, to be completed in twelve (12) months of legislation of this Agreement. Any adjustments to wages agreed to as a result of the study shall be effective no earlier than January 1, 2017.

## ARTICLE 20 – PROBATION AND TRIAL SERVICE

The following definitions apply to this Article:

Probationary Period: A twelve (12)-month period of employment following an employee's initial regular appointment within the Civil Service to a position. The probationary period is an extension of the selection process during which time an employee is required to demonstrate his or her ability to perform the job for which he or she was hired.

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

Trial Service Period: 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 Reversion/Recall List to a department other than that from which the employee was laid off.

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

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

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

20.1 Probationary Period: Upon initial appointment to a position in the classified service, an employee must complete a twelve (12)-month probationary period. 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.

20.2 Occasional absences due to illness, vacations, jury duty and military leave 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 attain the equivalent of a full twelve (12) months of actual service where there are numerous or extended absences.

For employees of Municipal Court, occasional absences due to illness, vacations, jury duty and military leave shall not result in an extension of the probationary period but, upon approval of the Presiding Judge, an employee's probationary period may be extended so as to attain the equivalent of a full twelve (12) months of actual service where there are numerous or extended absences. Notice of the decision to extend the probationary period will be filed with the Seattle Human Resources Director.

20.3 Probationary Dismissal: An employee who is dismissed during their probationary period shall be given five (5) working days' advance notice in writing. 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.

20.4 An employee dismissed during their probationary period shall not have the right to appeal the dismissal. If advance notice of the dismissal is not given, as provided in 20.3, above, the employee may enter an appeal for up to five (5) days' pay, which they would have received had the required notice been given. If such a claim is sustained, the employee shall be entitled to the appropriate payment of wages, but shall not be entitled to reinstatement.

20.5 Trial Service: An employee who has satisfactorily completed a probationary period and is subsequently promoted or transferred to a position in another classification shall serve a twelve (12)-month trial service period in the subsequent position. The trial service period shall provide the department with the opportunity to observe the employee's work, to train and aid the employee in adjustment to the position, and to revert such an employee with or without just cause.

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

20.7 An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department and employee, subject to approval by the Seattle Human Resources Director prior to expiration of the trial service period. For employees of Municipal Court, an employee's trial service period may be extended to three (3) additional months by written mutual agreement between the Division Director and employee subject to approval of the Presiding Judge. Notice of the decision to extend the trial service period will be filed with the Seattle Human Resources Director.

20.8 Reversion to Former Position:

a) 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 the former department (if applicable) and classification from which they were appointed. 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 their former department and former classification and prior to being removed from the payroll.

b) The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed on the 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.

c) 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.

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

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

20.9 Subsequent appointments:

a) 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 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.

b) 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, not to exceed a total of twenty-four (24) months of probationary employment. 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.

c) Within the same department, if a regular employee is appointed from a lower classification for which he or she is serving a trial service period to a higher classification in a closely related field, the trial service period for both classifications shall overlap. The employee shall complete the term of the original trial service period and be given regular status in the lower classification, and then serve out the remainder of the twelve (12)-month trial service period in the higher classification.

d) Within the same department, if a probationary employee is regularly appointed from a lower classification to a higher classification in a closely related field, the probationary period and the new trial service period for the higher classification shall overlap. The employee shall complete the term of the original probationary period and be given regular standing in the lower classification and then serve out the remainder of the twelve (12)-month trial service period in the higher classification.

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

21.1 Transfer

a) Intradepartmental Transfers: An employee may request to transfer to a vacant position in the same classification or with the same maximum pay rate within his or her department.

i. If the employee transfers to a position in the same classification, his or her status shall remain the same as it was immediately before the transfer.

ii. If the employee transfers to a position in a different classification and has completed a twelve (12)-month probationary period, he or she must serve a trial service period. If the employee transfers to a position in a different classification and has not completed a twelve (12)-month probationary period, he or she must complete a probationary period consistent with Section 20.1.

b) Interdepartmental Transfers: Transfer to a position in a different department shall be treated as a selection process. The Seattle Human Resources Director may waive advertisement for transfer between departments to avoid layoff as a result of reorganization or job rotation or for the reasonable accommodation of a qualified individual under the Americans with Disabilities Act or the Washington State Law Against Discrimination.

i. If a probationary employee 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 probationary period be served in that department.

ii. If an employee who is serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Seattle Human Resources Director, require that a twelve (12)-month trial service period be served in that department.

iii. If a regular employee is subsequently appointed in the same classification from one department to another, the employee shall retain his or her regular status in the new position and is not required to serve a trial service period, unless the appointment was a reinstatement after layoff.

21.2 Reduction

a) A regularly appointed employee may reduce or be reduced to a vacant position in a lower classification in the same department with the approval of the appointing authority or his or her designated management representative. No selection process is required; however the employee must be able to demonstrate that he or she meets the minimum qualifications for the lower classification.

b) An employee so reduced must successfully complete a probationary period only if he or she has not completed an initial probationary period. An employee so reduced shall not serve a trial service period.

c) Upon showing that the reason for a reduction no longer exists, and the employee is qualified, the appointing authority or his or her designated management representative may return an

employee to an available vacant position in the former class within the same department. No selection process is required. The employee's status in the higher class shall be the same as it was immediately prior to the reduction.

d) Reduction to a position in another department shall be treated as a selection process, and a twelve (12)-month trial service may be required where the employee has not previously had standing in the lower classification. The Seattle Human Resources Director may waive advertisement for reduction to a position in another department to avoid layoff as a result of reorganization or job rotation, or for the reasonable accommodation of a qualified individual under the Americans with Disabilities Act or the Washington State Law Against Discrimination.

21.3 Demotion

a) An employee may be demoted by the appointing authority to a vacant position in a lower classification in the same department for disciplinary reasons. The employee must meet the minimum qualifications for the lower classification.

b) An employee so demoted must successfully complete a probationary period only if he or she has not completed an initial probationary period. An employee so demoted shall not serve a trial service period.

c) A demoted employee has no right of return to the class from which he or she was demoted, but may apply for other vacancies within the classification at a later date.

## ARTICLE 22 – LAYOFF AND SENIORITY

22.1 A condition of layoff exists when an employing unit must abrogate or unfund a position of employment in the classified service, and there are no vacant funded positions in the classification or title within the employing unit.

A management-initiated reduction in scheduled work hours shall not constitute a layoff unless the reduction is to less than twenty (20) hours per workweek. When management reduces an employee's scheduled work hours, the employee shall be entitled to participate in layoff referral programs as provided in Section 22.11 of this Agreement.

22.2 Order of Layoff:

a) Within an employing unit, in a given classification affected by layoff, the order of layoff of employees shall be as follows:
   1. Probationary employees;
   2. Trial service employees who cannot be reverted in accordance with Section 20.8;
   3. Regular employees

b) Temporary workers shall be separated prior to the layoff of any probationary, trial service, or regular employee in the same employing unit and classification or title. Among probationary or trial service employees, order of layoff shall be at the discretion of the appointing authority.

c) Among regular employees, order of layoff shall be in the order of seniority; the employee with the least seniority being laid off first.

22.3 Out-of-Order Layoff: Upon a showing by the appointing authority that the operating needs of an employing unit require such action, the Seattle Human Resources Director may authorize an exception to the normal order of layoff and the retention in active employment of any employee who has some critically necessary special experience, training or skill.

If the Seattle Human Resources Director approves the retention of the least senior employee, the more senior employee shall be allowed to bump the next least senior employee, continuing in sequential order as necessary until the Seattle Human Resources Director determines that the more senior employee has the required skills to satisfactorily perform the work of the position within a reasonable period of time.

22.4 Bumping:

1) Within the same employing unit, any regular employee subject to being laid off may displace the employee who has least seniority in the displacing employee's classification.

2) The least-senior regular employee or trial service employee who cannot be reverted in accordance with Section 20.8 who is laid off or is displaced may displace the employee having the least seniority in the next lower classification in the same classification series when (1) the displacing employee has had an appointment to such lower classification, and (2) the employee to be sequentially displaced has less seniority than the displacing employee.

22.5 Reinstatement:

a) The Seattle Human Resources Director shall establish and maintain for twelve (12) months following layoff a reinstatement list for any classification or title from which employees

covered under this Agreement have been laid off, and shall provide it to any employing unit that has a position vacancy in a classification for which a reinstatement list exists.

b) The appointing authority shall appoint an employee from the reinstatement list to fill the available position.

c) If there is more than one eligible employee on the reinstatement list for a particular classification, the appointing authority shall conduct a selection process and appoint from among all eligible employees.

d) The appointing authority may refuse to appoint an eligible employee from a reinstatement list only with the Seattle Human Resources Director's concurrence that the employee is not qualified for the available position. The employee shall remain eligible for reinstatement for the term of the list.

e) An employee who is reinstated shall:
   a) Be placed at the salary step in effect at the time of his or her layoff.
   b) Have his or her seniority in the classification, from the time of original appointment to the classification to the time of layoff, restored.
   c) Have his or her accumulated and unused sick leave balance restored.
   d) Earn vacation at the accrual rate that was in effect at the time of his or her layoff. The employee need not satisfy the 6-month eligibility waiting period for vacation use if he or she previously satisfied that requirement.
   e) If the employee closed his or her account with the City Employees' Retirement System upon layoff, be eligible to redeposit in the City Employees' Retirement Fund an amount equal to that which he or she withdrew, plus interest, subject to any rules established by the Retirement Board.

f) An employee who refuses an offer of employment shall be removed from the reinstatement list unless his or her continued eligibility is approved by the Seattle Human Resources Director.

g) An employee who accepts appointment to a position in a classification or title other than that to which he or she has reinstatement rights shall be removed from the reinstatement list.

22.6 Rehire: An employee who accepts appointment to a position in a classification or title other than that from which he or she was laid off within twelve (12) months following layoff shall:

a) Have his or her salary placement calculated as in transfer, reduction or promotion, depending upon whether the maximum step of the new salary range is the same, lower or higher than the maximum wage of the range associated with the classification or title from which the employee was laid off.

b) Complete a probationary or trial service period, as appropriate, in the new classification or title. Seniority in the classification or title shall begin to accrue upon completion of the probationary or trial service period. If the employee has prior standing in the classification or title, this requirement does not apply.

c) Have his or her accumulated and unused sick leave balance restored.

d) Earn vacation at the accrual rate that was in effect at the time of his or her layoff, with combined service counting toward progression to the next increment in accrual rate. The employee need not satisfy the 6-month eligibility waiting period for vacation use if he or she previously satisfied that requirement.

e) If the employee closed his or her account with the City Employees' Retirement System upon layoff, be eligible to redeposit in the City Employees' Retirement Fund an amount equal to that which he or she withdrew, plus interest, subject to any rules established by the Retirement Board.

22.7 An employee who is not reinstated or rehired within twelve (12) months of layoff shall be considered to have been separated from City employment.

22.8 An employee who is rehired more than twelve (12) months following layoff shall not be considered to have been reinstated. He or she shall be treated as a new hire except for purposes of vacation accrual and use, and eligibility to redeposit in the City Employees' Retirement Fund an amount equal to that which he or she withdrew, plus interest, subject to any rules established by the Retirement Board.

22.9 Voluntary Layoff

a) When a condition of layoff exists within an employing unit, an employee in the affected classification who would not be subject to layoff in a normal order of layoff may make a written request to the appointing authority to be laid off in lieu of the least senior employee in the classification.

b) The appointing authority may approve a request for voluntary layoff as long as it mitigates the need for another layoff in the classification.

c) An employee who elects a voluntary layoff as described herein shall be subject to all terms and conditions of layoff and shall be eligible for participation in referral and reinstatement programs.

22.10 Seniority: For purposes of layoff, seniority shall mean a regular employee's length of continuous service, based on total straight-time regular pay hours, in his or her present classification and all higher classifications since original appointment to the present classification.

a) After completion of the probationary period, service credit for purposes of seniority will be given for the length of continuous service in the employee's present classification and all higher classifications since original regular appointment to the present classification. Unpaid absences for active duty training or mobilization with the United States Armed Forces shall not be deducted from an employee's seniority.

b) In case of a tie among employees with equal seniority in the affected classification, any employee who qualifies for veterans' preference shall be retained over an employee who does not qualify for veterans' preference. Where ties continue to exist after application of veterans' preference, order of layoff shall be at the discretion of the appointing authority.

22.11 Referral Programs: The Seattle Human Resources Director may establish programs for the referral of employees who have been informally or formally notified of pending layoff, a reduced work schedule, or who have been laid off, to appropriate employment positions.

a) The appointing authority or a designated management representative shall certify employee eligibility to participate in referral programs by submitting an official nomination to the Seattle Human Resources Director.

b) Each employee who participates in a referral program shall be responsible for meeting all the terms and conditions of participation.

c) The Seattle Human Resources Director may refer eligible employees to positions that have a maximum pay rate that is equivalent to or lower than the maximum pay rate associated with the position from which the employee will be or has been laid off, or has had their work schedule reduced.

Eligibility for participation in a referral program ends twelve (12) months after actual layoff or reduction in scheduled work hours by management.

## ARTICLE 23 – WORK OUTSIDE OF CLASSIFICATION

23.1 Employees who are temporarily assigned by the appointing authority, or designee, to perform the normal ongoing duties and accept responsibility of a position when the duties of the higher position are clearly outside of the scope of an employee's regular duties for a period of four (4) consecutive hours or longer, shall receive an adjustment in pay to reflect the newly assigned duties.

23.2 The rate of pay associated with the out of class opportunity shall be established prior to the offering of the assignment.

a) When the out of class assignment is to a title in the Step Progression Pay Program, the employee shall receive the step associated with the higher-paying title which provides an increase closest to but not less than four percent (4%), not to exceed the maximum pay rate of the higher-paying title, while performing out-of-class duties.

b) When the out-of-class assignment is to a title in a discretionary pay program, the employee shall be paid using the out-of-class job codes and pay structures established for the program. The appointing authority may approve a pay increase larger than four percent (4%) when a higher pay rate is appropriate for the duties assigned.

23.3 The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated, or be able to demonstrate, their ability to perform the duties of the class or assignment.

23.4 If an employee is assigned by the appointing authority or designee, pursuant to this Article, to perform the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, they thereafter, while still assigned at the higher level, will be compensated for vacation and holidays at the rate of the assigned higher classification. Eligible use of sick leave during the term of the assignment shall be paid at the out of class rate.

23.5 Out-of-class shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties that would otherwise constitute an out-of-class. 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 their own position, if the employee is not formally assigned to perform the duties on an out-of-class basis.

23.6 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 their appointing authority for retroactive payment of out-of-class pay. The decision of the appointing authority as to whether the duties were performed and whether performance thereof was appropriate shall be final.

23.7 Employees covered by this Agreement may be temporarily assigned to perform the duties of a lower classification without a reduction in pay.

23.8 The City may work employees out-of-class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six (6)-month period may be exceeded under the following circumstances:

a) a hiring freeze exists and vacancies cannot be filled;
b) extended industrial or off-the-job injury or disability;
c) a position is scheduled for abrogation; or
d) a position is encumbered (an assignment in lieu of a layoff).

When such circumstances require that an out-of-class assignment be extended beyond six (6) months, the City shall notify the Union. After nine (9) months, the Union must concur with any additional extension of the assignment. The Union will consider all requests on a good faith basis.

24.1 Personnel Files: Materials to be placed into an employee's personnel file relating to job performance or workplace conduct or any other material that may have an adverse effect on the employee's employment shall be reasonable and accurate and brought to their attention with copies provided to the employee upon request. Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250 and RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.

24.2 Employee File Review: When an employee covered by this Agreement makes a request to examine their personnel file, they shall be allowed to do so within ten (10) business days. The employee will review the personnel file in the department Human Resources office, in the presence of a Human Resources representative or designated supervisor. Employees who disagree with material included in their personnel file will be permitted to insert a statement relating to the disagreement in their personnel file.

24.3 Performance Standards: Any performance standards used to measure the performance of employees shall be reasonable and applied equitably.

24.4 Correction of Job Performance: It is the employee's responsibility to correct unsatisfactory job performance or behavioral problems interfering with the ability to perform the job, and failure to do so will result in disciplinary action commensurate with the lack of satisfactory performance or degree of infraction. The employee's appointing authority may hold such disciplinary action in abeyance if the employee agrees:

a) To meet with or advise the Employee Assistance Program Coordinator of the employee's preferred course of treatment; and
b) To follow through on a course of action, treatment or counseling recommended and/or accepted by the Employee Assistance Program Coordinator; and
c) To have such follow-through verified by the Employee Assistance Program Coordinator to the employee's appointing authority or designee.

If the employee fails to follow through as recommended and does not correct their job performance or behavioral problems that interfere with the ability to perform the job, the discipline will be imposed as recommended.

24.5 Voluntary Disclosure: The employee who appears to have a substance abuse, behavioral, or other problem that is affecting job performance or interfering with the ability to do the job, shall be encouraged to seek information, counseling, or assistance through private sources that they may be aware of or sources available through the City's Employee Assistance Program. Employees are encouraged to make use of such sources on a self-referral basis and supervisors will assist in maintaining confidentiality. No employee's job security will be placed in jeopardy as a result of seeking and following through with corrective treatment, counseling or advice.

24.6 Employee Assistance Program (EAP): During the term of the Agreement, the City agrees to meet with the Union to discuss updating, modifying or enhancing EAPs.

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

24.8 Personnel Rules Amendments: Except for the adoption of Emergency Rules, at least fourteen (14) days prior to adoption of amendments to the City Personnel Rules, the Seattle Human Resources Director shall notify the Union of the proposed changes for purposes of allowing the Union to comment thereupon as provided in Section 3 of Ordinance 102228.

24.9 Correction of Payroll Errors:

a) In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two (2) pay periods. Upon a showing by the employee that the underpayment causes an economic hardship, the City will prepare a manual check within two (2) business days, to correct the underpayment.

b) Upon written notice, an overpayment shall be corrected as follows:
   If the overpayment involved only one (1) paycheck:
   - By payroll deductions spread over two (2) pay periods; or
   - By payments from the employee spread over two (2) pay periods.

c) 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.

d) 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).

e) 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.

24.10 Public Employment Programs: 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 that 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.

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

contrary, the expanded use of individuals under such a public employment program that involves the performance of bargaining unit work within a given City department, beyond what has traditionally existed shall not be the cause of (1) a layoff of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement that recently had been occupied by a regular full-time employee that 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.

24.11 Public Disclosure Requests: The City shall promptly notify the affected employee and the Union when the City receives a public disclosure request that seeks personal identifying information of an employee such as birthdate, social security number, home address, home phone number. The City shall not disclose information that is exempt from public disclosure. This Section shall be exempt from Article 7, Grievance Procedure.

24.12 Mileage Reimbursement: 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 Service Code for a privately-owned automobile used for business purposes.

24.13 Temporary Work at Other than Regular Location: Employees who are temporarily assigned to work at a location other than their regular place of employment shall receive additional compensation equivalent to two (2) hours regular base rate of pay for each night of required absence from their residence. This payment shall not apply to training.

24.14 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.

24.15 Training: The City shall provide the necessary training to employees covered under this Agreement to effectively perform assigned job responsibilities, and to meet ongoing or anticipated business needs.

24.16 Bulletin Boards: The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining unit. However, such space shall not be used for notices that are political in nature. All material posted shall be the responsibility of the shop steward(s) assigned to the worksite, and shall be clearly identified as IBEW Local 77 material. A copy of all material to be posted will be provided to the appropriate departmental Labor Relations Officer, Human Resources Manager or other designated representative prior to posting.

24.17 Transit Subsidy: The City shall provide a transit subsidy benefit consistent with SMC 4.20.370.

## ARTICLE 25 – SAVINGS CLAUSE

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

25.2 If the City Charter is modified during the term of this Agreement and any modifications thereof conflict with an express provision of this Agreement, the parties shall enter into immediate discussions, and negotiations if necessary, for the purpose of arriving at a mutually satisfactory replacement for such article.

## ARTICLE 26 – SUBORDINATION OF AGREEMENT

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

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

## ARTICLE 27 – TERM OF AGREEMENT

27.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through December 31, 2018. No grievance or claim alleging a violation regarding the terms of this Agreement shall be filed or pursued by the City or the Union or its members involving any situations occurring before the execution of this Agreement by both parties except: (1) to enforce implementation of a provision that specifically provides for retroactivity; and/or (2) to pursue a grievance that has already been timely filed prior to the execution of this Agreement; and/or (3) to pursue a grievance regarding an incident that occurred close enough to the execution date of this Agreement for the Union to still be within the threshold time limits for filing a grievance involving that incident under the Grievance Procedure provisions of this Agreement. 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.

27.2 During the term of this Agreement, the City and the Union agree to enter into bargaining on impacts associated with the following:

a) Implementation of the Affordable Care Act (ACA).
b) Changes to mandatory subjects related to the Gender/Race Workforce Equity efforts.
c) Modifications to Personnel Rule 10.3.3 to include current employees in the City's criminal background check policy.

Signed this 11th day of October, 2016.

IBEW LOCAL UNION NO. 77

Lou Walter, Business Manager

Steven Kovac, Business Representative

CITY OF SEATTLE
Executed Under Authority of

Ordinance No.: 125144

Edward B. Murray, Mayor

Karen Donohue, Presiding Judge

Susan L. Coskey, Seattle Human Resources Director

David Bracilano, Labor Relations Director

SCHEDULE A – WAGE RATES

A 1.1 Wage rates for Years 1, 2 and 3 for classifications covered under this Agreement shall be as follows:

| | **Year 1** Effective July 27, 2015 | **Year 2** Effective December 30, 2015 | **Year 3** Effective December 28, 2016 |
|---|---|---|---|
| Information Technology Professional C | $32.28 – $48.42 | $32.63 – $48.95 | $33.78 – $50.66 |
| Information Technology Professional B | $36.93 – $55.40 | $37.34 – $56.01 | $38.64 – $57.97 |

A 1.2 Effective December 27, 2017, wage rates for Year 3, as enumerated above, shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June 2017 over the same index for June 2016; provided, however, said percentage increase shall not be less than one and one-half percent (1.5%), nor shall it exceed four percent (4%).