AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

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

LAW DEPARTMENT
ASSISTANT CITY PROSECUTORS
IN THE CRIMINAL DIVISION
AND
ASSISTANT CITY ATTORNEYS
IN THE PRECINCT LIAISON DIVISION

Effective through December 31, 2013

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PREAMBLE

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

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

NONDISCRIMINATION STATEMENT

The City and the Association agree that neither Party will unlawfully discriminate against any employee because of race, color, age, sex, marital or military status, sexual orientation, political ideology or affiliation, creed, religion, ancestry, national origin, participation or lack of participation in Union activities, or the presence of any sensory, mental, or physical disability, unless based on a bona fide occupational qualification to the extent allowed by applicable law.

ARTICLE 1
RECOGNITION AND BARGAINING UNIT

1.1 The City hereby recognizes the Union as the exclusive collective bargaining representative for collective bargaining purposes of all full-time and regular part-time Assistant City Prosecutors of the City of Seattle in the Criminal Division, and all full-time and regular part-time Assistant City Attorneys in the Precinct Liaison Division excluding supervisors, confidential employees, and all other employees in both Divisions.

1.2 The terms "employee," "Assistant City Prosecutor," "Precinct Liaison Attorney," and "Union member" shall only include paid Assistant City Prosecutors in the Criminal Division and Assistant City Attorneys in the Precinct Liaison Division and shall not be defined to include volunteers.

1.3 The Parties recognize that providing opportunities for law students and attorneys to serve as interns, externs, and volunteers is a valuable service, both to the legal community and to the City. The Law Department therefore retains the right to use interns, externs, and volunteers to the extent it deems appropriate.

ARTICLE 2
RIGHTS OF MANAGEMENT

2.1 **Retained Rights:** The management of the Law Department and its employees are vested by the City Charter exclusively in the City Attorney. Except where limited by an express provision of this Agreement, the City Attorney has the sole right to manage and direct all operations of the Law Department and to control its budget in an effective manner. A nonexclusive listing of examples of such rights includes the rights:

a. To appoint, hire, assign, transfer, promote, discipline, or discharge employees;

b. To determine the methods and personnel necessary for providing services of the Law Department, including the creation and execution of policy; changes in the exercise of prosecutorial discretion; increase or diminution or change of operations and the introduction of any new, improved, or automated methods or equipment;

c. To set standards of work performance and to evaluate work performance;

d. To determine work schedules and the location of work assignments and offices;

e. To contract for any and all services on the basis of: 1) the need for specialized expertise, 2) cost savings to the City, or 3) workload(s) above the capacity of the work force. Before contracting for bargaining unit work, the Department will normally provide thirty (30) calendar days' notice to the Union, which shall include a description of the services to be performed and an explanation of the reason(s) for the action.

f. To temporarily assign employees to a specific job or position outside the bargaining unit or out of class;

g. To assign attorneys from other Law Department units to perform work in the Criminal Division or the Precinct Liaison Division on an emergency or temporary basis not to exceed six (6) months unless a longer period of time is mutually agreed upon, without incurring any obligation of the City or of the assigned employee to the Union subject to Article 1; and

h. To take actions necessary in emergencies to assure the proper functioning of the Law Department.

2.2 **Notice and Opportunity to Bargain:** The City Attorney or designee will notify the Union of changes to wages, hours, or working conditions prior to implementation. The Union may agree to the changes or may give notice to the City Attorney or designee of its intent to negotiate the changes or their effect prior to implementation. The Union will give such notice within thirty (30) calendar days of receiving notice of the changes from the City Attorney or designee. The City Attorney or designee may assume that the changes are acceptable to the Union if no demand for bargaining is made within that time. If a demand to bargain is made within that timeframe, the parties will commence negotiations in a timely manner.

ARTICLE 3
UNION SECURITY

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

3.2 The City shall deduct from the paycheck of each employee who has so authorized it the regular dues uniformly required of members of the Union, or an agency fee. The amounts deducted shall be transmitted to the Union on behalf of the employees involved on the payday following each pay period. Authorization by the employee shall be on a form approved by the parties and may be revoked by the employee upon request.

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

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

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

3.6 It is recognized that proper negotiations and administration of negotiated agreements entail expense which is appropriately shared by all employees within the bargaining unit. To this end, each employee within the bargaining unit will be required, as a condition of employment, to pay to the Union the regular monthly dues uniformly required of members, or shall pay an amount determined by the Union in compliance with the requirements of applicable law to the Union as an agency fee. This obligation (as a condition of employment) shall commence thirty (30) calendar days following the employee's date of hire or thirty (30) calendar days following the effective date of this Agreement, whichever is later.

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

3.8 Failure by an employee to abide by the afore-referenced provisions shall constitute reason for discharge of such employee; provided, however, it shall be the responsibility of the Union to notify the City in writing when it is seeking discharge of an employee for noncompliance with Sections 3.5 and 3.6 of this Article. When an employee fails to fulfill the Union security obligations set forth within this Article, the Union shall forward a "Request for Discharge Letter" to the City Attorney with copies to the affected employee and the City Director of Labor Relations. Accompanying the Discharge Letter

shall be a copy of the letter to the employee from the Union explaining the employee's obligation under Article 3.

3.9 The "Request for Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Sections 3.5 and 3.6 of Article 3, but provide the employee and the City with thirty (30) calendar day's written notification of the Union's intent to require discharge, during which time the employee may make restitution in the amount which is overdue. Upon receipt of the Union's request, the City Attorney shall give notice in writing to the employee, with a copy to the Union and the City Director of Labor Relations, that the employee faces discharge upon the request of the Union at the end of the thirty (30) calendar day period noted in the Union's "Request for Discharge Letter" and that the employee has an opportunity before the end of said thirty (30) calendar day period to present to the City Attorney any information relevant to why the City Attorney should not act upon the Union's written request for the employee's discharge.

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

3.11 The Union will administer the provisions of this Article with regard to membership of employees in accord with its obligations under the law. Any disputes brought by an employee solely concerning the amount of dues or fees and/or the responsibility of the Union to the employees covered by this Agreement shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

3.12 The Union agrees to indemnify and save harmless the City from any and all liability arising from disputes concerning this Article provided this indemnity and/or save harmless shall not apply to any negligence or wrongful act of the City in administering its obligations under this Article.

ARTICLE 4
LABOR-MANAGEMENT COMMITTEE

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

ARTICLE 5
PERFORMANCE EVALUATIONS, PERFORMANCE MANAGEMENT, AND REPRESENTATION

5.1 The City Attorney or designee may provide performance expectations to employees orally or in writing at any time.

5.2 **Performance Evaluations:** The Law department is committed to assisting employees in meeting performance expectations and will provide employees feedback regarding their performance through formal performance reviews, informal discussions, and letters of expectation as needed. The performance of every employee will be evaluated annually near the end of the calendar year using the criteria generally applied to Assistant City Prosecutors and Precinct Liaison Attorneys and on a standard evaluation form used by the Law Department for attorneys.

5.3 Employees who in the judgment of the City Attorney have failed to comply with established expectations may be suspended or discharged from employment. If an employee is required to attend a meeting the employee reasonably believes could lead to suspension or discharge from employment, the employee shall have the right to be accompanied by a representative of the Union. If an employee desires representation for such a meeting, the employee must notify the City Attorney or designee. The employee will be allowed a reasonable period of time to secure representation.

5.4 Prior to such meeting, the employee will be provided sufficient information to reasonably determine the nature of the meeting and the issue(s). Employees shall be advised as to the outcome of such a meeting within a reasonable period of time.

5.5 No employee shall be suspended or discharged from employment without first being provided written notice of the reason(s), including the information upon which the action is being contemplated, and an opportunity to meet with the City Attorney prior to a final determination in order to provide any information the employee wishes to provide regarding the action being contemplated. The employee may submit any information the employee deems relevant. If requested by the employee, such information will be placed in the employee's personnel file.

5.6 The City and the Union agree that it is in their mutual interests to maintain the confidentiality of such proceedings to the extent that circumstances may reasonably allow, and to complete such proceedings as expeditiously as circumstances allow.

5.7 The right to representation shall not extend to discussions with an employee in the normal course of business, such as giving instructions, assigning or evaluating work, informal discussions, delivery of paperwork, staff, or work unit meetings, or other routine communications with an employee.

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

ARTICLE 6
WAGES, PAYROLL DEDUCTION, AND TRAVEL EXPENSES

6.1 **Salary Upon Hire:** The City Attorney or designee shall have sole discretion to place newly hired employees at a Step within the Step Progression Pay Program or at a level of the Senior Pay Band commensurate with the new employee's knowledge, skills, years of experience and assigned duties and responsibilities.

6.2 **Step Progression Pay Program Salary Range and Steps:** The salary range and steps within the Step Progression Pay Program are set forth in Appendix A.1.

6.3 **Advancement within the Step Progression Pay Program:** Employees will automatically advance to the next Step of the Step Progression Pay Program up to Step 6 upon completion of twelve (12) months of actual service at their current Step, provided the employee's most recent annual performance appraisal reflects "meets expectations" or higher level performance in a majority of rating categories.

a. Actual service shall be defined as one month's service for each month of full-time regular employment, including paid absences. The City Attorney or designee shall have discretion to credit unpaid absences due to sickness or injury at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may be credited at the rate of fifteen (15) calendar days per year at the discretion of the City Attorney or designee.

b. Salary increases based on actual service shall become effective on the first day following completion of the time of actual service.

6.4 **Initial Implementation of the Step Progression Pay Program:** In moving employees to the Step Progression Pay Program, employees shall be placed at the Step that most closely reflects the employee's actual service with the City as defined in 6.3.a based on the City Attorney or designee's determination of the employee's imputed Step placement as of the date of hire, and that does not result in a reduction in salary or exceed Step 6.

6.5 **Senior Pay Band:** The pay range of the Senior Pay Band is set forth in Appendix A.2.

6.6 **Assignment to and Advancement within the Senior Pay Band:** The City Attorney or designee shall have sole discretion to increase the salary of individual employees to the Senior Pay Band or within the Senior Pay Band based on the assignment of increased

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

6.7 **Initial Implementation of the Senior Pay Band:** Employees whose salary is within the Senior Pay Band as of the effective date of this initial Agreement shall be incumbency rated at that level. For purposes of this Article, "incumbency rated" shall mean a rate of pay that at all times shall be no less than the current salary of an employee so classified as of the date of this initial Agreement. Subsequent to the effective date of this initial Agreement, the City Attorney or designee shall designate employees who meet the criteria provided in 6.6. Thereafter, such employees may receive an increase subject to the provisions of 6.8. Employees whose salary increases to the Senior Pay band after the effective date of this initial Agreement shall be subject to the provisions of 6.8.

6.8 **Movement from the Senior Pay Band to the Step Progression Pay Program:** Except as provided in 6.7, if it is determined by the City Attorney or designee that a salary rate within the Senior Pay Band is no longer warranted for the reasons specified in 6.6, the salary of employees within the Senior Pay Band may be reduced to Step 6 of the Step Progression Pay Program if or when the conditions specified in 6.6 no longer exist or apply, such as the employee is no longer assigned increased and/or specialized duties or responsibilities.

6.9 **Payroll Deduction of Public Transportation and Parking Costs:** The City shall continue to provide payroll deduction for the payment of an employee's share of costs for public transportation and/or parking in a City-owned facility so that such costs may be paid pre-tax consistent with applicable City and IRS rules and regulations.

6.10 **Travel Expenses:** When traveling outside the City at the direction of the City Attorney or designee, employees shall be reimbursed for:

a. Actual expenses incurred for registration fees for conventions, seminars, or similar events.

b. Actual expenses incurred or the standard mileage rate set by the Personnel Director, if reimbursement for mileage does not exceed the round-trip coach-class airfare of a common carrier.

c. Actual expenses incurred for meals when travel outside the City is not a routine or normal part of the employee's job and the reimbursement does not exceed the amount established by the City's Finance Director.

d. Actual expenses for automobile rental or other local transportation.

e. Actual necessary expenses for lodging, if costs do not exceed the amount set by the City's Finance Director.

f. Other reasonably necessary expenses related to the City business being performed, including, but not limited to, writing materials, reading materials, and telecommunications.

6.11 **Retirement and Deferred Compensation Program:** Employees are eligible to become members of the Seattle City Employees Retirement System as provided in SMC 4.36.100, and may participate in the City of Seattle's Deferred Compensation Plan as provided in SMC 4.38.010 and applicable City and IRS rules and regulations.

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

7.1 As attorneys, Assistant City Prosecutors and Precinct Liaison Attorneys are exempt from the federal Fair Labor Standards Act (FLSA) and the Washington Minimum Wage Act. It is anticipated that employees will frequently find it necessary to work in excess of forty (40) hours per week. Employees shall fulfill their professional responsibilities with no expectation of overtime compensation, and are allowed discretion in structuring their workday to ensure that they can fulfill those responsibilities.

7.2 **Occasional Absences of Less than Four Hours:**

a. Employees are not required to use paid leave for occasional absences of four (4) hours or less during a workday, and shall be paid their regular salary despite such absence.

b. Employees must notify their supervisor in advance of such absences and must schedule such absence to cause the least impact on the department and the employee's ability to produce his or her expected work outcomes.

c. In order to meet the needs of the department, employee work outcomes, or where such absences are no longer deemed occasional, employees may be denied permission for such absence or required to reschedule the absence at the discretion of his/her supervisor.

7.3 **Weekend and Holiday Courtroom Work:**

a. The Chief of the Criminal Division or designee will normally seek volunteers to work weekend and holiday Courtroom calendars at least thirty (30) calendar days in advance of the need for weekend or holiday work. If there are insufficient volunteers by two weeks before the date on which work must be done, the Chief or designee will assign employees for such work.

b. Except for employees assigned to work weekend or holiday Courtroom calendars as a part of their regular work schedule, any employee who works a weekend or holiday

Courtroom calendar and who has not otherwise adjusted their work hours in that pay period shall receive four (4) hours of compensatory time for four (4) hours or less of work or eight (8) hours of compensatory time for more than four (4) hours of work performed on duties directly related to that specific weekend or holiday Courtroom calendar.

c. Compensatory time may be accumulated to a maximum of forty (40) hours and in no event shall an employee's total accumulation of compensatory time exceed forty (40) hours.

d. Compensatory time must be used by no later than one calendar year from the date it is earned. Compensatory time not used within one calendar year of the date it is earned shall be extinguished and considered to have never existed.

e. Where an employee who has reached the maximum accumulation of compensatory time is required or volunteers to work a weekend or holiday Courtroom calendar, that employee shall receive no additional compensatory time, or shall only be eligible to receive the difference between the employee's current balance and the forty (40) hour maximum.

f. Compensatory time earned for working weekend or holiday Courtroom calendars is not compensation for additional hours worked. Article 7.3 provides a method for employees to document such time worked so that employees may request time off later in exchange for having worked a weekend day or a holiday, and for the department to track such time earned and used. Such compensatory time earned shall have no cash or monetary value and shall not be cashed out under any circumstance.

g. Employees must use the City's Employee Self-Serve timekeeping system and the appropriate codes within the system to report compensatory time earned and used.

h. Absences for which an employee intends to request compensatory time shall be subject to the department's normal requesting and approval requirements consistent with all categories of leave.

i. Compensatory time must be used before vacation leave except where to do so would cause the loss of vacation leave. Compensatory time may be used in lieu of sick leave at the discretion of the City Attorney or designee. Employees may be required to provide certification from a health care provider that an absence for which compensatory time in lieu of sick leave is requested was due to a health related reason.

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

ARTICLE 8
HOLIDAYS

8.1 The City observes ten (10) official holidays and up to (4) four personal holidays. The following days or days in lieu thereof shall be recognized as paid holidays.

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Day	December 25th
Two Personal Holidays	0-9 years of service
Four Personal Holidays	After completion of 18,720 regular hours

8.2 When an official holiday falls on a Sunday, the following Monday shall be observed as the holiday. When an official holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

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

8.4 Personal holidays shall be used in eight (8) hour increments or a pro-rated increment for part-time employees.

8.5 Personal holidays have no cash value and cannot be cashed out or carried over from year to year.

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

9.1 **Vacation Leave:** For eligible employees, vacation leave shall accumulate at the rate shown in Section 9.3 for each hour on regular pay status as shown on the payroll not to exceed eighty (80) hours per pay period.

9.2 "Regular pay status" is defined as regular straight-time hours of work in addition to any paid time off such as vacation leave, sick leave, holiday time off, and any unpaid leave that the employee may be entitled to pursuant to applicable Federal or State law. At the discretion of the City, up to one hundred sixty (160) hours per calendar year of unpaid

leave of absence may be included as service for purposes of computing vacation leave accrual rates.

9.3 Vacation accrual rates shall be as set forth in Table 1. Table 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Table 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

TABLE 1

ACCRUAL RATE

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

TABLE 2

RATE-EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEES

Years Of Service	Days	Hours
0 through 4	12	96
5 through 9	15	120
10 through 14	16	128
15 through 19	18	144
20	20	160
21	21	168
22	22	176
23	23	184
24	24	192
25	25	200
26	26	208
27	27	216
28	28	224
29	29	232
30	30	240

TABLE 3

MAXIMUM VACATION BALANCE PER YEARS OF SERVICE

Years Of Service	Hours
0 through 4	192
5 through 9	240
10 through 14	256
15 through 19	288
20	320
21	336
22	352
23	368
24	384
25	400
26	416
27	432
28	448
29	464
30	480

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

9.5 With department approval, employees may use accumulated vacation leave after completing six (6) months of continuous service or one thousand forty (1,040) hours on regular pay status, whichever is earlier.

9.6 In the event an employee's scheduled and approved vacation leave is cancelled, leaving no time to reschedule the vacation leave before the employee's maximum balance is reached, the employee's vacation leave balance will be permitted to exceed the allowable maximum for up to three (3) months for the sole purpose of rescheduling the employee's vacation leave. Such extension of the allowable maximum must be approved by both the City Attorney or designee and the Personnel Director. In such cases, the City Attorney or designee shall provide the Personnel Director with the circumstances and reasons leading

to the need for the extension. Approval shall not be unreasonably denied provided the vacation leave could be taken within the three (3) month period. No extension of the three (3) month period will be allowed.

9.7 The minimum increment in which vacation leave may be taken shall be one (1) hour.

9.8 An employee who leaves City service for any reason after more than six (6) months service shall be paid in a lump sum for any unused vacation leave the employee has accrued and not used.

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

9.10 Supervisors shall arrange vacation leave for employees on such schedules as will least interfere with the functions of the department but which accommodate the desires of employees to the greatest degree possible in light of the department's staffing needs.

9.11 In the event that an employee becomes seriously ill or seriously injured while the employee is on vacation leave and it can be established that the employee is incapacitated due to the illness or injury, the day or days that the employee is sick or injured may, upon the request of the employee, be deducted from the employee's accrued sick leave balance rather than vacation leave balance, and the employee will for all purposes be regarded as though he or she were off work solely for the reason of the illness or injury. Upon request, the employee shall submit medical certification of the illness or injury from the employee's health care provider regardless of the number of days off involved.

9.12 **Executive Leave:**

a. Full-time employees shall receive thirty-two (32) hours of paid executive leave annually. Part-time employees shall receive executive leave proportionate to their part-time status annually. For example, a 75% employee shall receive 75% of thirty-two hours, or twenty-four (24) hours annually.

b. Executive leave is prorated for employees who become eligible following the first full pay period in January at the rate of one (1) day of executive leave for each calendar quarter the employee is employed during the first full pay period of the quarter.

c. Full time employees must use executive leave in increments of eight (8) hours. Part-time employees must use executive leave in increments equivalent to the length of their normal workday.

d. Executive leave has no cash value and cannot be cashed out or carried over from year to year.

9.13 **Merit Leave:**

a. The City Attorney or designee may annually award full-time employees a maximum of forty-eight (48) hours of paid merit leave in recognition of exceptional job performance.

b. The City Attorney or designee may annually award part-time employees paid merit leave proportionate to their part-time status in recognition of exceptional job performance. For example, a 75% employee may receive up to 75% of forty-eight (48) hours, or thirty-six (36) hours annually.

c. Full-time employees may be awarded up to forty-eight (48) hours of merit leave regardless of his or her length of service in a given year. Part-time employees may be granted up to their prorated maximum regardless of his or her length of service in a given year.

d. Merit leave is awarded in December in recognition of the current year's performance. Employees may use the current year's award beginning in January of the year following the year of the award.

e. Full-time employees must use merit leave in increments of eight (8) hours. Part-time employees must use merit leave in increments equivalent to the length of their normal workday.

f. Merit leave has no cash value and cannot be cashed out or carried over from year to year.

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

9.14 **Military Leave**:

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

b. Any employee 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 receive the difference between his or her base military wage and the regular base rate of pay he or she would have received for his or her City position, if higher. This provision shall expire on December 31, 2014, or when the United States Armed Forces officially withdraws from military

operations in Afghanistan, whichever occurs first.

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

9.16 **Unpaid Leave of Absence:** Except for family and medical leave (FMLA) granted pursuant to federal, state or local law or as otherwise provided by applicable law, unpaid leave requested for personal or medical reasons shall be administered as follows:

a. Employees may request an unpaid leave of absence for personal or medical reasons by submitting a written request to his or her supervisor. If denied, the reason(s) shall be provided to the employee in writing.

b. An employee granted an unpaid medical leave of absence for medical reasons for which the employee is not receiving workers' compensation benefits shall be required to exhaust any unused sick leave the employee has previously accrued before beginning such a leave.

c. With the approval of the City Attorney or designee, an employee granted an unpaid personal leave of absence need not exhaust any unused vacation leave before beginning an unpaid leave of absence. The City Attorney or designee may, however, deny the use of vacation leave requested for medical or health reasons.

d. All terms and conditions of an unpaid leave of absence including whether the employee's position will be held for his or her return shall be established in writing by the City Attorney or designee before the commencement of the leave.

9.17 **Reinstatement:** Except as provided in this Agreement, an employee shall have no greater right to reinstatement or other benefits and conditions of employment than if the he or she had been continuously employed during the leave period.

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

10.1 **Medical, Dental, and Vision Care Programs:** The City shall provide medical, dental, and vision care programs for eligible employees and their eligible dependents, currently Group Health Standard, Group Health Deductible, Aetna Traditional, Aetna Preventive, and Washington Dental Service as self-insured plans, and Dental Health Services, and Vision Services Plan.

10.2 **Labor-Management Health Care Committee:** The City and the Union agree that the selection, addition, and/or elimination of medical, dental, and vision benefit plans, and changes to such plans shall be as established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of that Committee, provided that modification(s) to

the medical, dental, or vision benefits afforded under the existing health care program(s) or a change in carrier(s) shall be discussed with the Union.

10.3 **Premium Cost Sharing:**

a. The City shall pay up to one hundred seven percent (107%) of the City's previous year's costs to the extent required to cover increases in the total health care costs from a given program year (e.g., 2011 or 2012).

b. The Rate Stabilization Fund shall be utilized for any given program year until it is exhausted to cover costs in excess of the City's obligation identified in 10.3.

c. After the Rate Stabilization Fund has been exhausted, additional costs shall be shared by the City paying eighty-five percent (85%) of the excess costs and the employees paying fifteen percent (15%) of the excess costs.

d. The Labor-Management Health Care Committee shall not be permitted to modify the percentages established in 10.3.

10.4 **Eligibility:** 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.

10.5 **Retiree Health Care:** Employees under the age of 65 who retire from City service shall be eligible to enroll in retiree medical plans that are experience-rated with active employees. Retirees shall be responsible for the payment of premiums and may elect to obtain coverage for their eligible dependents at the time of retirement pursuant to the same terms and conditions as active employees. The City will provide this option to retirees with tiered-rate premiums.

10.6 **Life Insurance:** The City shall offer a voluntary Group Term Life Basic Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium refunds received by the City from the voluntary Group Term Life Basic Insurance option shall be administered as follows:

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

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

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

10.7 **Long-Term Disability:** The City will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The City will pay the full monthly premium cost of a Base Plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollar ($667.00) base monthly wage. Employees may purchase through payroll deduction an optional Buy-Up Plan with a ninety (90) day elimination period, which insures sixty percent (60%) for the remainder of the employee's base monthly wage (up to a maximum $8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

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

b. The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2013 for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within this Section.

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

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

10.10 **Flexible Spending Accounts:** The City will continue to provide Health Care and Dependent Care Flexible Spending Accounts to the extent permitted and allowed by City and IRS rules and regulations, and as specified by City and IRS rules and regulations.

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

11.1 **Sick Leave:** For eligible employees, sick leave credit shall accumulate at the rate of 0.046 hours for each hour on regular pay status as shown on the payroll, not to exceed eighty (80) hours per pay period.

11.2 "Regular pay status" is defined as regular straight-time hours of work in addition to any paid time off such as vacation leave, sick leave, holiday time off, and any unpaid leave that the employee may be entitled to pursuant to applicable federal or State law.

11.3 An employee who is eligible for sick leave benefits shall accrue sick leave from the date of entering City service or the date upon which the employee became eligible, but shall not be entitled to use sick leave with pay during the first thirty (30) days of employment. Employees may accumulate an unlimited amount of sick leave.

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

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

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

c. Employee medical or dental appointments.

d. Care of family members as required of the City by federal, State, and/or local law and/or as defined and provided for in the Personnel Rules.

11.5 Employees may be required to provide certification from a health care provider that an absence was due to a health related reason when reasonable grounds exist to suspect sick leave abuse or misuse.

11.6 Upon service retirement from the City, twenty-five percent (25%) of an employee's unused sick leave accumulation may be cashed out to the employee at the rate of one (1) hour's pay for every four (4) hours of accumulated and unused sick leave. The employee forfeits all four (4) hours exchanged for each one (1) hour of pay.

11.7 **Voluntary Employee Benefit Account (VEBA):** Employees who participate in the City of Seattle Retirement system, and are who eligible to retire during the term of this contract shall participate in a vote administered by the Union to determine if the VEBA benefit shall be offered to employees who elect to retire during the term of this Agreement. The VEBA benefit allows employees who are eligible to retire from City service to cash out their unused sick leave balance upon retirement and place it in a VEBA account to be used for post-retirement healthcare costs as allowed under IRS regulations.

a. Eligibility-to-Retire Requirements:
- 5 – 9 years of service and are age 62 or older
- 10 – 19 years of service and are age 57 or older
- 20 – 29 years of service and are age 52 or older
- 30 years of service and are any age

For purposes of identifying all potential eligible-to-retire employees, the City shall create a list of employees who are in the City's HRIS system as age 45 or older as of the final

day of the contract term and will provide this list to the Union so that the Union can administer the vote.

b. **If the eligible-to-retire employees vote to accept the VEBA**, then all employees who retire during the term of this contract shall either:

   1. Place their sick leave cash out at 35% into their VEBA account, or

   2. Forfeit the sick leave cash out altogether. There is no minimum threshold for the sick leave cash out.

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

c. **If the eligible-to-retire employees vote to reject the VEBA**, all employees who retire during the term of this contract shall be ineligible to place their sick leave cash out into a VEBA account. Instead, employees shall either:

   1. Cash out their unused accumulated sick leave balance at 35% and deposit those dollars into their deferred compensation account. Note: Annual limits for deferred compensation contributions as set by the IRS apply.

   2. Cash out their unused accumulated sick leave balance at 25% and receive the dollars as cash on their final paycheck.

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

11.8 **Funeral Leave:**

a. Regular employees shall be allowed up to eight (8) hours off with pay for the purpose of attendance at the funeral of any close relative; provided that where such attendance requires total travel of two hundred (200) miles or more, an additional eight (8) hours with pay shall be allowed. Funeral leave is pro-rated for a part time employee based on his or her normal work schedule.

b. Upon receipt of a written request stating the reasons therefore, the City Attorney or designee may authorize additional leave not to exceed an additional thirty-two (32) hours chargeable to the sick leave account of the employee. However, no combination of paid leave under this section shall exceed forty (40) hours for any one (1) period of absence. The amount of funeral leave and sick leave combined for which a part-time employee is eligible shall be pro-rated based on his or her normal work schedule.

c. For the purpose of attending the funeral of a relative other than a close relative, the

City Attorney or designee may authorize use of sick leave not to exceed five (5) days chargeable to the sick leave account of an employee. The amount of sick leave for which a part-time employee is eligible shall be pro-rated based on his or her normal work schedule.

d. For purposes of this section, the term "close relative" shall mean the spouse or domestic partner, child, mother, father, brother, sister, grandchild, grandfather, or grandmother of the employee or of the spouse or domestic partner of such employee, and the term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, or nephew of such employee or spouse or domestic partner of the brother, sister, child or grandchild of such employee; or the uncle, aunt, cousin, niece, or nephew of spouse or domestic partner of the brother or sister of the spouse or domestic partner of such employee.

ARTICLE 12
UNION PRIVILEGES

12.1 **Bulletin Board:** The Law Department agrees to provide suitable space for the Union on an office bulletin board accessible to employees covered by this Agreement. The Union may post on such board materials relevant to its business and activities including but not limited to notices of Union meetings, Union election returns, appointments to Union offices, and Union recreational or social activities. The Union will not post materials prohibited by SMC 4.16, the City of Seattle Ethics Code.

12.2 **New Employee Notice:** The City agrees to provide the Union with notice of hiring of any new, nonsupervisory Assistant City Prosecutors in the Criminal Division or Assistant City Attorneys in the Precinct Liaison Division within five (5) working days of commencement of employment, and within fifteen (15) working days of receipt of a written request from the Union to provide lists of current Union positions.

12.3 Union members shall be provided the following:

a. **Email:** Union officers and members may make reasonable use of the City's electronic mail system to communicate regarding official Union business. Such communication shall comply with the policies of the Department of Information Technology and the City Attorney's Office regarding E-mail and Internet Use and Computer and Network Use.

b. **Negotiations:** Union negotiating team members may attend negotiation meetings during the workday with the understanding that they are salaried employees and may exercise reasonable discretion in the use of their time as long as they continue to meet expectations and standards regarding productivity and Court schedules. The City does not intend to compensate members for time spent in Union related activities.

c. **Labor-Management Committee Meetings:** Union members may attend labor-management committee meetings during the workday with the understanding that they are salaried employees and may exercise reasonable discretion in the use of their

time as long as they continue to meet expectations and standards regarding productivity and Court schedules. The City does not intend to compensate members for time spent in Union -related activities.

12.4 **Grievance Resolution:** Designated Union representatives shall be permitted a reasonable amount of on-duty time to conduct grievance resolution with the understanding that they are salaried employees and may exercise reasonable discretion in the use of their time as long as they continue to meet expectations and standards regarding productivity and Court schedules. Designated representatives of the Union shall have reasonable access to work areas and to the personnel records of members of the bargaining unit while in the process of investigating and resolving subject to the provisions of the Public Records (RCW Ch. 42.56), the Public Employees Collective Bargaining Act, (RCW Ch. 41.56), and the Criminal Records Privacy Act, (RCW Ch. 10.97), and any other applicable laws.

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

ARTICLE 13
PROFESSIONAL BENEFITS AND RESPONSIBILITY

13.1 **Bar Dues:** For each employee the City will pay dues for the Washington State Bar Association and, if requested by the employee, one (1) section of the Washington State Bar Association and the Washington State Association of Municipal Attorneys.

13.2 **Training Funds:** Law Department funds that are budgeted for training will be made available to employees at the discretion of the City Attorney or designee, provided that the City Attorney or designee may reapportion such funds to address special training needs or opportunities that may arise.

13.3 **Court Sanctions, Bar Complaints and Arrests:**

a. The City will pay any sanctions, terms, or fines levied by any court against employees for acts or omissions committed by them in good faith and within the scope of their official duties.

b. Employees shall notify the Criminal Division Chief or the Precinct Liaison Supervisor within one (1) business day of any arrest or of receiving a motion or other request for court sanctions or a Bar complaint being levied against them.

13.4 **Ethics and Elections Commission:** Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement, and, as such, are not subject to the Grievance Procedure contained within this Agreement. Records of any fines imposed or monetary settlements shall not be included in the employee's

personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

13.5 The City and the Union expressly acknowledge and recognize the unique status of Assistant City Prosecutors and Precinct Liaison Attorneys as lawyers and officers of the court. As such, employees will be and remain members in good standing of the Washington State Bar Association and will otherwise at all times comport themselves in conformity with their oath-based obligations and responsibilities, including those imposed by the Rules of Professional Conduct. Nothing in this Agreement will be construed so as to interfere with, inhibit, or otherwise affect the obligations and responsibilities of Assistant City Prosecutors or Precinct Liaison Attorneys as lawyers.

13.6 Nothing in this Agreement is intended to limit or alter the obligations of employees under the Washington Rules of Professional Conduct for attorneys, the Seattle Municipal Code including SMC 3.10 related to ethics and elections, or any other law, ordinance, or regulations that would otherwise apply to the employees. The Union acknowledges that agencies and organizations other than the Law Department may impose fines, sanctions, or other obligations upon employees. Employees agree to comply with all final orders of such organizations.

ARTICLE 14
REDUCTION IN FORCE AND REAPPOINTMENT

14.1 Reduction(s) in the work force for lack of funds, lack of work, or reorganization of the office are a management prerogative and within the sole discretion of the City Attorney or designee and shall not be subject to the grievance and arbitration procedure of this Agreement. If a reduction in force is to occur, the City agrees to meet with the Union to discuss the reductions(s) as soon as reasonably possible.

14.2 The City Attorney or designee shall normally provide written notice to employees who are to be reduced at least eight (8) weeks prior to the effective date of the reduction. If the employee is eligible for rehire, he/she will be told in writing. It will be the employee's responsibility to contact the department regarding future hiring needs. The fact that an employee is eligible for rehire does not constitute a guarantee that the employee will be rehired if there is an opening.

14.3 Employees whose separation from employment was for the reasons specified in 14.1; who were notified in writing that they are eligible for rehire; and who applied for rehire either within two (2) years of the date of separation or before the expiration of this Agreement, whichever occurs first, shall be considered for rehire before consideration is given to hiring any external candidates.

14.4 An employee who is reduced in force and subsequently rehired by the Law Department within two (2) years of the reduction shall have all sick leave accrued at the time of such reduction restored and shall begin accruing vacation leave benefits at the same rate as when the reduction occurred; additionally, the employee's service date shall reflect the

full amount of service in the Law Department from the time of original regular appointment to the time of reduction.

14.5 **Reappointment:** Following an election or reelection, the City Attorney/City Attorney-elect, or designee shall normally provide written notice to employees who will not be reappointed to a position in the Law Department at least two (2) weeks prior to the anticipated end date of the employee's employment. A decision to not reappoint an employee shall be regarded as a non-disciplinary separation.

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

ARTICLE 15
GRIEVANCE PROCEDURE

15.1 Any dispute between the City and the Union or between the City and any employee concerning the interpretation, application, claim of breach, or violation of the express terms of this Agreement shall be deemed a grievance, provided that such claims regarding the Nondiscrimination Statement shall not be subject to the Grievance and Arbitration procedure detailed herein.

15.2 Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding that grievances will be filed at the Step in which there is authority to adjudicate, provided the Chief of the Criminal Division or the supervisor of the Precinct Liaison Division and the City Attorney are notified. The City will not impede, restrain, interfere with, coerce, discriminate, or take actions of reprisal against a Union member who seeks adjudication of a grievance.

15.3 Grievances processed through Step 2 of the grievance procedure will be heard during normal City work hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal City work hours will be allowed to do so without suffering a loss in pay, and shall have the right to have a Union Representative present at any meeting. Excluding legal counsel and the grievant, no more than one (1) Union representative may attend the grievance meeting except with the agreement of the City's representative convening the meeting.

15.4 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing. Failure by an Employee and/or the Union to comply with any time limitation of the procedure in this Article will constitute withdrawal of the grievance. Failure by the City to comply with any time limitation of the procedure in this Article will allow the employee and/or the Union to proceed to the next Step without waiting for the City to reply at the previous Step, except that individual employees may not process a grievance beyond Step 2 as such decision is reserved exclusively for the Union.

15.5 Employees may submit a grievance in accordance with this Article and have such grievance adjusted without the intervention of the Union provided such adjustment is consistent with the terms and conditions of this Agreement and the Union has been given reasonable opportunity to be present at any meeting called for the resolution of the grievance. Nothing in this section shall be construed so as to grant individual employees the right to proceed to arbitration.

15.6 The following outline of procedure is written as for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.

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

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

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

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

a. Identification of sections of the Agreement allegedly violated.
b. Nature of the alleged violation.
c. Remedy sought.

After the Demand for Arbitration is filed, the City and the Union will meet to select, by mutual agreement, an arbitrator to hear the parties' dispute. In the event the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected by alternately striking names from a list of five (5) arbitrators supplied by the Federal Mediation and Conciliation Service or the Public Employee Relations Commission.
In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

a. The arbitrator will have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement; and his/her power shall be limited to the interpretation or application of the express terms of this Agreement; and all other matters will be excluded from arbitration, including those matters specifically excluded from this grievance and arbitration procedure.

b. The decision of the arbitrator will be final, conclusive, and binding upon the City, the Union, and the Employee(s) involved.

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

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

e. Any arbitrator selected under Step 3 of this Article will function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.

f. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

15.7 **Mediation:** The Union or the City may at any time submit a written request for voluntary mediation assistance to the City Director of Labor Relations with a copy to the Alternative Dispute Resolution (ADR) Coordinator except that a request for mediation shall not substitute for a timely grievance submittal or response. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process including that the Parties voluntarily agree to participate in mediation, then, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or his/her designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the Parties. Other persons

may attend with the permission of the mediator(s) and both Parties. If the Parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the Parties shall sign. An executed copy of the settlement agreement shall be provided to the Parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the Parties to any persons designated to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the Union, the City Director of Labor Relations, and the City Attorney shall be so informed by the ADR Coordinator. If the grievance is not resolved through mediation, the Parties shall resume the timeframes of the grievance procedure from the point at which mediation was requested.

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

ARTICLE 16
WORK STOPPAGES AND CITY PROTECTION

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

16.2 Upon notification in writing by the City to the Union that any of its members are engaged in such a work stoppage, the Union shall immediately in writing order such members to immediately cease engaging in such work stoppage and provide the City with a copy of such order. In addition, if requested by the City, a responsible official of the Union shall publicly order such to cease engaging in a work stoppage.

ARTICLE 17
PERSONNEL FILES

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

a. City File: Kept by the City Personnel Department primarily containing transactional documents concerning the Employee's hiring, classification, salary, benefits, etc.

b. Department File: Containing copies of the contents of the City File, evaluations, commendations, disciplinary correspondence, and most other final documents pertaining to the Employee's work history and official status within the department.

c. Supervisor File: Containing documents deemed by a supervisor to be pertinent to the preparation of the Employee's periodic evaluations and work performance.

d. Medical Information File: Contains confidential medical information related to the Employee's employment with the City such as that required for reasonable accommodation under the American's with Disabilities Act (ADA).

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

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

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

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

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

ARTICLE 18
SAVINGS CLAUSE

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

ARTICLE 19
ENTIRE AGREEMENT

The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions, provided, however, that the parties intend that their signed official bargaining notes and signed written agreements entered into during the course of bargaining shall have legal effect.

ARTICLE 20
TERM OF AGREEMENT

20.1 This Agreement shall become effective on January 2, 2013, with all terms thereof retroactive to that date, and it shall remain in effect through December 31, 2013.

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

Signed this 7th day of February, 2014.

For WSCCCE, AFSCME, AFL-CIO

James M. Trefry, Director of Public Safety

For the City of Seattle
Executed Under Ordinance No: 124410

Edward B. Murray, Mayor

David Bracilano, Labor Relations Director

For Local 21-PA

Rachel Cormier Anderson, President

For the Law Department

Peter S. Holmes, City Attorney

APPENDIX A

A.1 TITLES REPRESENTED: The Union shall represent the following classifications in the Step Progression Pay Program. Effective January 2, 2013, the salary range for these classifications shall be as follows:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Assistant City Attorney-Precinct Liaison*	$29.14	$30.89	$32.74	$34.71	$36.79	$39.00
Assistant City Prosecutor*	$29.14	$30.89	$32.74	$34.71	$36.79	$39.00
*Corresponding Annual Rate	$60,844.32	$64,498.32	$68,361.12	$72,474.48	76,817.52	$81,432

A.2 TITLES REPRESENTED: The Union shall represent the following classifications in the Senior Pay Band. Effective January 2, 2013, the salary range for these classifications shall be as follows:

	Minimum	Maximum
Sr. Assistant City Attorney-Precinct Liaison*	$81,452.88	$105,861.60
Sr. Assistant City Prosecutor*	$81,452.88	$105,861.60
*Corresponding Hourly Rate	$39.01	$50.70

A.3 The City will provide a one-time salary payment of $1,000.00 to each employee whose salary exceeds Step 6 of the Step Progression Pay Program as of the effective date of this initial Agreement, and whose salary remains in excess of Step 6 of the Step Progression Pay Program following implementation of this initial Agreement.