

AGREEMENT
BY AND BETWEEN
THE CITY OF SEATTLE
AND
UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF THE
PLUMBING & PIPE FITTING INDUSTRY
LOCAL 32

Effective January 1, 2008, through December 31, 2010

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PREAMBLE

This Agreement is between the City of Seattle (hereinafter called the City) and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32 (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

ARTICLE 1 -- NON-DISCRIMINATION

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

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

1.2 Allegations of discrimination shall not be a proper subject for the grievance procedure herein but instead may be filed by a complaint with the appropriate human rights agency.

ARTICLE 2 -- RECOGNITION, BARGAINING UNIT, AND
TEMPORARY EMPLOYMENT

2.1 The City recognizes the Union as the exclusive collective bargaining representative for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington for employees employed within the bargaining unit defined in Appendices A and B of this Agreement. For purposes of this Agreement and the bargaining unit described herein the following definitions shall apply:

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

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

2.1.3 The term "apprentice" shall be defined as an employee whose terms and conditions of employment are set forth in an "agreement of apprenticeship" which terms shall govern when they conflict with any terms and conditions herein. Apprenticeship programs are authorized by RCW 49.04 and Seattle Municipal Code Section 4.04.200 B which designates a Joint Advisory Apprenticeship Committee to administer such programs. At the time of the signing of this Agreement, the applicable apprentice title is Water Pipe Worker Apprentice. Other apprentice titles will be included within this definition as they are adopted by the Joint Advisory Committee, approved by the state, adopted by the City Council, and incorporated into this Agreement by an amending Memorandum of Understanding.

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

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

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

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

1. An interim assignment(s) of up to one (1) year to a vacant regular position to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or

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

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

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

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

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

2.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 2.2; 2.2.1; 2.2.2; 2.2.2.1; 2.2.2.2; 2.2.3; 2.2.4; 2.2.5 (only applies if Temporary Employees are benefited); 2.2.6; 2.2.7; 2.2.8; 2.2.9; 2.2.10; 2.2.11; 18.1.4; 18.1.4.1; 18.1.4.2; 19.1; Article 4, Union Security, Section 4.1.2 and Article 5, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, the Personnel Rule 11 shall apply and be subject to the grievance procedure as provided for in Article 5.

2.2.1 Temporary employees who are not in benefits-eligible assignments shall be paid for all hours worked at the first Pay Step of the hourly rates of pay set forth within the appropriate Appendix covering the classification of work in which he/she is employed. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Personnel Rule 11.

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

0001st hour through 0520th hour	5% premium pay
0521st hour through 1,040th hour	10% premium pay
1,041st hour through 2,080th hour	15% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty percent [20%] premium pay.)
2,081st hour +	20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty-five percent [25%] premium pay.)

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

2.2.2.1 Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service as set forth within Section 2.2.8. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

2.2.2.2 The premium pay in Section 2.2.2 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.

2.2.3 Medical and Dental Coverage to Temporary Employees who are not in benefits-eligible positions -- Once a temporary employee has worked at least one thousand forty (1,040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, he/she may within ninety (90) calendar days thereafter elect to participate in the City's medical and dental insurance programs by agreeing to pay the required monthly premium. To participate the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums; or the City, at its

discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the hours worked requirement a temporary employee shall also be allowed to elect this option during any subsequent open period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical and dental coverage and shall not be able to participate again while employed by the City as a temporary employee. If a temporary employee's hours of work are insufficient for his/her pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference or self-pay the insurance premium for up to three (3) consecutive months.

2.2.4 Holiday Work For Non-Benefits-Eligible Temporary Employees -- A temporary employee who works on any of the specific calendar days designated by the City as paid holidays shall be paid at the rate of one and one-half (1-1/2) times his/her regular straight-time hourly rate of pay for hours worked during his/her scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1-1/2) times the employee's regular straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.

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

1. To qualify for a holiday pay, the employee must be on active pay status the normally scheduled workday before or after the holiday as provided by Article 9.
2. Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary employee's normal day off, he or she shall be eligible for another day off, with pay during the same workweek.
3. Temporary employees who work less than 80 hours per pay period shall have their holiday pay pro-rated based on the number of straight-time hours compensated during the preceding pay period.
4. A temporary employee shall receive two personal holidays immediately upon becoming eligible for fringe benefits, provided he or she has not already received personal holidays in another assignment within the same calendar year.

5. Personal holidays cannot be carried over from calendar year to calendar year, nor can they be cashed out.
6. A temporary employee must use any personal holidays before his or her current eligibility for fringe benefits terminates. If a employee requests and is denied the opportunity to use his or her personal holidays during the eligibility assignment, the employing unit must permit him or her to use and be compensated for the holidays immediately following the last day worked in the assignment, prior to termination of the assignment.

2.2.5 A temporary employee who is scheduled to work regularly or on and off throughout the year and who has worked two thousand eighty (2,080) cumulative non-overtime hours without a voluntary break in service and who has also worked eight hundred (800) non-overtime hours or more in the previous twelve (12) months, may request an unpaid leave of absence not to exceed the amount of vacation time he/she would have earned in the previous year if he/she had not received vacation premium pay in lieu of annual paid vacation. Where such requests are made, the timing and scheduling of such unpaid leaves must be agreeable to the employing department. The leave shall be handled in a manner similar to the scheduling of vacation for permanent employees. This provision shall not be applicable in cases where a temporary employee accrues vacation time rather than premium pay as set forth within Section 2.2.7.

2.2.6 Premium pay set forth within Section 2.2.2 shall be in lieu of the base level of vacation and all other fringe benefits; such as, sick leave, holiday pay, funeral leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 2.2.2.2; 2.2.3; and 2.2.4.

2.2.7 The City may, at any time after ninety (90) calendar days advance notification to and upon consultation with the affected collective bargaining representatives, provide all fringe benefits covered by the premium pay set forth within Section 2.2.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 2.2.2 shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days advance notification to and upon consultation with the affected collective bargaining representatives, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits; and in such event the premium pay in Section 2.2.2 shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four point eight one percent (4.81%) which could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 2.2.2 where it has already been doing so; and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.

2.2.8 The premium pay provisions set forth within Section 2.2.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (12 months or 26 pay periods) it shall be presumed that the employee's break in service was voluntary.

2.2.9 The City may work temporary employees beyond one thousand forty (1,040) regular hours within any twelve (12) month period; provided however, the City shall not use temporary employees to supplant permanent positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 2.2.2 or solely to avoid considering creation of permanent positions.

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

2.2.10 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a permanent position without a voluntary break in service greater than thirty (30) days shall have his/her time worked counted for purposes of salary step placement (where appropriate) and eligibility for medical and dental benefits under Article 12. In addition, a temporary employee who is in a term-limited assignment shall receive service credit for layoff purposes if the employee is immediately hired (within thirty (30) business days without a break in service) into the same job title and position after the term is completed.

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

2.3 The City participates in programs or may establish programs that result in individuals performing work for the City that would otherwise be performed by employees in positions covered by this Bargaining Agreement. Such programs have included and may include: youth training and employment programs; federal Comprehensive Employment and Training Act (CETA) or similar program; "Project Hire"; vocational rehabilitation programs; work study and student intern programs; work fare programs; court-ordered community service; volunteer and other programs with similar purposes. Such individuals shall be exempt from all of the provisions of this Agreement.

If employees hired pursuant to such programs will be assigned to perform work that requires a special occupational license or certification (other than licenses for driving), the City will first notify the Union. The Union may open for negotiation whether these employees shall be exempt from the provisions of this Agreement under this Section 2.3 or not.

2.4 The City may establish preparatory training programs, including on-the-job training, for the purpose of providing individuals an opportunity to compete and potentially move laterally or upward into new career fields. It is understood that on-the-job training may involve bargaining unit work even though the "trainee" is not covered by this Agreement. It is also understood that said trainees will not be used for the purpose of displacing regular employees. Employees involved in such upward mobility programs shall not have their original bargaining unit status affected by such plan and shall continue to receive the salary of their regularly-assigned position. The City will furnish the Union a copy of such training plan(s) prior to implementation if they affect bargaining unit employees.

ARTICLE 3 -- LABOR-MANAGEMENT COMMITTEES

3.1 The City and Union agree to hold labor-management meetings as necessary. These meetings will 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 as agreed by the parties. The Union shall be permitted to designate members and/or stewards in affected department(s) to assist its Union Representatives in such meetings. The purpose of labor-management meetings is to deal with matters of general concern to the Union and management.

3.1.1 Interdepartment Labor-Management Committees will be a forum for addressing workplace issues that affect more than one City department. Membership will be made up of management from the affected departments, Labor Relations, Local 32 Union Representatives, and employees/stewards from the participating departments.

3.1.2 Intradepartment Labor-Management Committees will be a forum for addressing issues in a single department. Membership will be made up of management, Labor Relations, Local 32 Union Representatives, and employees/stewards. This committee will also be the vehicle that charters Employee Involvement Committees.

3.1.3 Work Unit Labor-Management Committees will be a forum for addressing issues that affect a work unit in one department. Membership will be made up of management, Labor Relations, Local 32 Union Representatives, and employees/stewards.

Note: 3.1.1, 3.1.2, and 3.1.3 may include Union Representatives from other Unions.

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

The management representatives to the Committee will be determined in accordance with the Labor-Management Leadership Committee Charter. The Coalition of City Unions will appoint a minimum of six (6) labor representatives and a maximum equal to the number of management representatives of the Committee. The co-chairs of the Coalition will be members of the Leadership Committee.

ARTICLE 4 -- UNION MEMBERSHIP AND DUES

4.1 It shall be a condition of employment that each employee covered by this Agreement who voluntarily is or who voluntarily becomes a member of said Union shall remain a member of same during the term of this Agreement. It shall also be a condition of employment that each employee hired prior to January 1, 1975, currently covered by this Agreement, who is not a member of the Union shall on or before the thirtieth (30th) day following said date either join the appropriate Union or contribute an amount equivalent to the regular monthly dues of the Union to the Union. Any employee hired or permanently assigned into a bargaining unit job title or position covered by this Agreement on or after January 1, 1975, shall on or before the thirtieth (30th) day following the beginning of such employment join the Union or pay an amount equivalent to the regular monthly dues of the Union to the Union. Failure by any such employee to apply for and/or maintain such membership or pay to the Union an amount equivalent to the regular monthly dues of the Union in accordance with this provision shall constitute cause for discharge of such employee; provided however, the requirements to apply for Union membership and/or maintain Union membership shall be satisfied by an offer of the employee to pay the regular initiation fee and the regular dues uniformly required by the Union of its members.

4.1.1 Employees covered by this Agreement who satisfy the religious exemption criteria of RCW 41.56.122 shall contribute an amount equivalent to regular Union initiation fees and regular Union dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.

4.1.2 A temporary employee shall, after having worked one hundred seventy-four 174 straight-time hours, pay to the Union in lieu of the Union membership requirement of Article 4 a service fee in an amount equal to the Union's regular monthly dues uniformly required of regular City employees for each one hundred seventy-four (174) straight-time hours worked thereafter within the bargaining unit.

4.2 When an employee fails to fulfill the above obligation, the Union shall provide the employee and the City with thirty (30) days written notification of the Union's intent to initiate discharge action; and during this period the employee may make restitution in the amount that is overdue. If an employee has not fulfilled the Union membership obligation as described in Section 4.1 by the end of the applicable discharge notification period, the Union shall thereafter notify the City Director of Labor Relations in writing, with a copy to the affected department and employee, of such employee's failure to abide by Section 4.1. In this notice the Union shall specifically request discharge of the employee for failure to abide by the terms of the Labor Agreement between the City and the Union.

4.3 The City shall deduct from the pay check of each employee who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees

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

4.3.1 The performance of this function shall be recognized as a service to the Union by the City.

4.3.2 The Union agrees to indemnify and save harmless the City from any and all liability arising out of this Article.

ARTICLE 5 -- GRIEVANCE PROCEDURE

5.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. An employee at any time may present a grievance to the City and have such grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the expressed terms of this Agreement and if the Union has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.

5.1.1 Reclassification grievances shall be processed per Section 5.12.

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

5.3 A grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the grievance procedure and be processed within the time limits set forth herein.

5.4 As a means of facilitating settlement of a grievance, either party may include an additional member at its expense on its committee. If, at any step in the grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for nonacceptance must be presented in writing.

5.5 Failure by an employee or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided, however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

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

5.7 A grievance shall be processed in accordance with the following procedures:

5.7.1 (Step 1) -- The grievance shall be reduced to written form which shall include identification of the Section(s) of the Agreement allegedly violated and the violation. The Union representative or employee shall forward the written grievance to the management supervisor and the Union representative within twenty (20) business days after the alleged contract violation. The management supervisor shall thereafter convene a meeting within ten (10) business days between the Union representative and aggrieved employee, together with the designated supervisor, the section manager and any other members of management whose presence is deemed necessary by the City to a fair consideration of the alleged grievance. The

management supervisor shall give a written answer to the Union within ten (10) business days after the grievance meeting.

5.7.2 (Step 2) -- If the grievance is not resolved as provided in Step 1 above, the Union representative or employee shall then forward the written grievance as presented in Step 1 to the division head with a copy to the City Director of Labor Relations and the Union representative within ten (10) business days after the Step 1 answer.

With Mediation:

At the time the aggrieved employee and/or the Union submits the grievance to the division head, the Union representative or the aggrieved employee or the division head may submit a written request for voluntary mediation assistance, with a copy to the Alternative Dispute Resolution (ADR) Coordinator, the City Director of Labor Relations and the Union representative. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within 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 may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the appropriate division head and the appropriate 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 explicit dispute applicable to said settlement agreement.

If the grievance is not resolved through mediation, the division head shall convene a meeting within ten (10) business days after receipt of notification that the grievance was not resolved through mediation between the aggrieved employee and Union representative together with the division head, section manager and department 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 division head shall forward a reply to the Union.

Without Mediation:

The division head shall convene a meeting within ten (10) business days after receipt of the grievance between the aggrieved employee, Shop Steward and/or Union representative, together with the division head, section manager, 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 division head shall forward a reply to the Union.

5.7.3 (Step 3) -- If the grievance is not resolved as provided in Step 2 above, or if the grievance is initially submitted at Step 3 pursuant to Section 5.2, the Union representative or employee shall forward the written grievance defined in the same manner as provided in Step 1, within ten (10) business days after the Step 2 answer to the City Director of Labor Relations with a copy to the appropriate department head.

Mediation can be requested at Step 3 in the same manner as outlined in Step 2. The grievance must be filed in the time frame specified in Step 3 and responded to in the time frame specified in Step 3 after receipt of notification from the ADR Coordinator that the grievance was not resolved through mediation.

The Director of Labor Relations or his/her designee shall investigate the alleged grievance and, if deemed appropriate, shall convene a meeting between the appropriate parties. He/she shall thereafter make a confidential recommendation to the affected department head who shall in turn give the Union an answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

5.7.4 (Step 4) -- If the grievance is not settled in Step 3, it may be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. If the initiating party fails to proceed with the process for the selection of an arbitrator and, as a result, an arbitrator is not selected within ninety (90) days of the referral to arbitration, the referral to arbitration shall be deemed withdrawn. Such reference to arbitration shall be made within thirty (20) business days after the City's answer or failure to answer in Step 3 and shall be accompanied by the following information:

- A. Identification of Section(s) of Agreement allegedly violated;
- B. Nature of alleged violation;
- C. Question(s) that the arbitrator is being asked to decide;
- D. Remedy sought.

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

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

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

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

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

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

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

5.10 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided, however, disciplinary action may be processed through the grievance procedure; provided, further, an employee covered by this Agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein (with the Union processing the grievance) or pertinent procedures regarding disciplinary appeals under the City Personnel Ordinance including Civil Service procedures. Under no circumstances may an employee use both the grievance procedure and Personnel Ordinance procedures, including Civil Service procedures, relative to the same disciplinary action. In the event both a contract grievance and a Civil Service Commission Appeal have been filed regarding the same disciplinary action, the grievance will be considered withdrawn.

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

- A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the time lines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process; and
- B. Either party may make an Offer of Settlement to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential

consequence that the party refusing to accept an Offer of Settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 5.9.3.

The parties may mutually agree to alter, amend, or eliminate these procedures by executing a revised Memorandum of Agreement.

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

- A. The Director of Labor Relations, or designee, will notify the Union of such receipt and will provide a date (not to exceed five (5) 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 five (5) month period.

- B. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations, or designee, will respond to the grievance in writing.
- C. If the grievance is not resolved, the Union may, within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:
 1. The Union may submit the grievance to binding arbitration per Section 5.7.4 (Step 4); or
 2. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one human resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Personnel 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 Personnel Director's determination. If the Personnel Director affirms the

Classification Board recommendation, that decision shall be final and binding and not subject to further appeal. If the Personnel Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Section 5.7.4 (Step 4).

ARTICLE 6 -- WORK STOPPAGE

6.1 The City and the Union signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slowdown or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City; including, but not limited to, the recovery of any financial losses suffered by the City.

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

6.2.1 Upon notification by the City of the occurrence of any such unauthorized action, the Union shall immediately publicly disavow the same by posting a notice on the bulletin boards available stating that such action is unauthorized by the Union.

6.2.2 The Union, its officers and representatives shall promptly order its members to return to work notwithstanding the existence of any picket line.

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

6.2.4 The Union shall not question the unqualified right of the City to discipline or discharge employees engaging in or encouraging such action. It is understood that such action on the part of the City shall be final and binding upon the Union and its members and shall in no case be construed as a violation by the City of any provisions in this Agreement.

ARTICLE 7 -- CLASSIFICATIONS AND RATES OF PAY

7.1 The classifications of employees covered under this Agreement and the corresponding rates of pay effective December 26, 2007 are set forth in Appendices A and B, which are attached hereto and made a part of this Agreement.

7.2 The rates of pay in Appendices A and B include a wage increase of 3.8%.

7.3 Effective January 7, 2009, the base wage rates enumerated in Appendices A and B of this Agreement shall be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2006 through June 2007 to the period August 2007 through June 2008, provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%).

7.4 Effective January 6, 2010, the base wage rates enumerated in Appendices A and B of this Agreement, as adjusted by Section 7.3, shall be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2007 through June 2008 to the period August 2008 through June 2009, provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%).

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

7.5 Correction of Payroll Errors

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

- A. If the overpayment involved only one paycheck;
 - 1. By payroll deductions spread over two pay periods; or
 - 2. By payments from the employee spread over two pay periods.
- B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration,

with a minimum payroll deduction of not less than Twenty-five Dollars (\$25) per pay period.

- C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from his/her final paycheck(s).
- D. By other means as may be mutually agreed between the City and the employee. The Union Representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

ARTICLE 8 -- ANNUAL VACATIONS

8.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 8.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

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

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

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

8.4 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 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.

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

8.6 The minimum vacation allowance to be taken by an employee shall be one-half (1/2) of a day or, at the discretion of the head of the department, such lesser fraction of a day as shall be approved by the department head.

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

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

8.9 Where the terms of this Section 8.9 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply.

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

Where the terms of this Section 8.10 are in conflict with the City of Seattle family and medical leave ordinance cited at SMC 4.26, as it exists or may be hereafter modified, the ordinance shall apply.

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

The Seattle Public Utilities Distribution Section of Water Operations will use a seniority-based vacation scheduling plan as agreed upon by the Union and the Water Operations Director. Such plan will be subject to modification and clarification by mutual agreement. The number of employees allowed off at any one time will be a prerogative of management as it is a staffing function.

ARTICLE 9 -- HOLIDAYS

9.1 The following days, or days in lieu thereof, shall be recognized as paid holidays.

New Year's Day	January 1
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 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25
First Personal Holiday	
Second Personal Holiday	
Third Personal Holiday	(available after completion of 9 years of service (18,720 hours)).
Fourth Personal Holiday	(available after completion of 9 years of service (18,720 hours)).

9.1.1 Whenever any legal holiday falls upon a Sunday, the following Monday shall be a legal holiday. Whenever any legal holiday falls upon a Saturday, the preceding Friday shall be the legal holiday. However, legal holidays falling on Saturday or Sunday shall be recognized and paid per Section 9.3 of this Article on those actual days (Saturday or Sunday) for employees regularly scheduled to work those days. Payment per Section 9.3 of this Article will be made only once per affected employee for any holiday.

9.1.1.1 Employees who have either:

1. a) completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (Article 8.2) or
2. b) are accruing vacation at a rate of .0615 or greater (Article 8.3)

on or before December 31st of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays (per Article 9.1) to be added to their leave balance on the pay date of the first full pay period in January on the following year.

9.1.2 A part-time employee shall receive paid holiday time off (or time in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holiday falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees covered by this Agreement. For example, a full-time employee working eighty (80)

hours per pay period would be eligible for eight (8) hours off with pay on a holiday while a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours off with pay.

9.2 To qualify for holiday pay, City employees covered by this Agreement must have been on the payroll for a period of thirty (30) calendar days and have been on pay status their normal work day before or their normal work day following the holiday; provided, however, employees returning from non-pay leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

9.3 Employees who are regularly scheduled to work on a holiday shall be paid for the holiday at their straight time rate of pay; and, in addition, they shall receive either one and one-half (1 1/2) times their straight-time rate of pay for the hours worked or, with mutual agreement between the affected employee and the City, one and one-half (1 1/2) times the hours worked (compensatory time) to be taken off at another date. For purposes of this Section, regularly scheduled shall be defined as forty-eight (48) hours' advance notice. In instances where forty-eight (48) hours' advance notice is not provided to an employee, said employee will be entitled to pay or compensatory time at two (2x) times the straight-time rate of pay for hours worked on the holiday in addition to the straight-time rate of pay for the holiday.

9.4 Employees on pay status on or prior to February 12th shall be entitled to use the First Personal Holiday as referenced in Section 9.1 during that calendar year. Employees on pay status on or prior to October 1st shall be entitled to use the Second Personal Holiday as referenced in Section 9.1 during that calendar year.

9.4.1 Personal Holidays shall be used in eight (8) hour increments or a pro-rated equivalent for part-time employees or, at the discretion of the head of the department, such lesser fraction of a day as shall be approved by the department head. Use of a Personal Holiday shall be requested in writing. When a Personal Holiday has been approved in advance and is later canceled by the City with less than thirty (30) days notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay per Section 9.3 of this Article for time worked on that day.

ARTICLE 10 -- SICK LEAVE, FUNERAL LEAVE, AND EMERGENCY LEAVE

10.1 Sick leave -- Regular 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 to exceed forty (40) hours per week. New employees entering City service shall not be entitled to sick leave with pay during the first thirty (30) days of employment but shall accumulate sick leave credits during such thirty (30) day period. Sick leave credit may be used by the employee for bona fide cases of:

- A. Illness or injury that prevents the employee from performing his/her regular duties;
- B. Disability of the employee due to pregnancy and/or childbirth;
- C. Medical or dental appointments for the employee;
- D. Care of employee's spouse or domestic partner, or the parent, sibling, dependent or adult child 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 of the City by state law and/or as defined and provided for by City of Seattle ordinance cited at SMC 4.24;
- E. Non-medical care of their newborn children and the non-medical care of children placed with them for adoption consistent with Personnel Rule 7.7.3;
- F. Sick leave may be taken by an employee who is receiving treatment for alcoholism or drug addiction as recommended by a physician, psychiatrist, certified social worker, or other qualified professional.

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

10.1.2 Unlimited sick leave credit may be accumulated.

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

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

10.1.5 Compensation for the first four (4) days of absence shall be paid upon approval of the Personnel Director, or his/her designee. In order to receive compensation for such absence, employees shall make themselves available for such reasonable investigation, medical or otherwise, as the Personnel Director or his/her designee shall see fit to have made. Compensation for such absences beyond four (4) continuous days shall be paid only after approval of the Personnel Director or his/her designee of a request from the employee supported by a report of the employee's physician. The employee shall provide himself/herself with such medical treatment or take such other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.

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

- A. When suspended or on leave without pay and when laid off or on other non-pay status;
- B. When off work on a holiday;
- C. When an employee works during his/her free time for an employer other than the City of Seattle and his/her illness or disability arises therefrom.

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

10.1.7.1 Prompt Notification -- The employee shall promptly notify his/her immediate supervisor, by telephone or otherwise, on his/her first day off due to illness and each day thereafter until advised otherwise by his/her immediate supervisor. If an employee is on a special work schedule, particularly where a relief replacement is necessary when he/she is absent, he/she shall notify his/her immediate supervisor as far as possible in advance of his/her scheduled time to report for work.

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

10.1.7.3 Filing Application -- Unless there are extenuating circumstances, the employee shall submit the required application for sick leave pay within sixteen (16) working hours after his/her return to duty. However, if he/she is absent because of illness or injury for more than eighty (80) working hours, he/she shall then file an application for an indefinite period for time. The necessary forms shall be available to the employee through his/her department supervisor.

10.1.7.4 Claims to be in 15 minute increments -- Sick leave shall be claimed in 15 minute increments to the nearest full 15 minute increment. Fractions of less than 8 minutes shall be disregarded. Separate portions of an absence interrupted by returns to work shall be claimed on separate application forms.

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

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

Bereavement/Funeral leave may be allowed for bereavement purposes and/or attendance at the funeral of any other person as allowed by City Ordinance. Such persons shall be determined as close relatives or relatives other than close relatives pursuant to the terms of the Ordinance for purposes of determining the extent of bereavement/funeral leave or sick leave allowable as provided above.

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

- A. The employee's spouse or parent has unexpectedly become seriously ill or has had a serious accident; provided the employee is not eligible to use sick leave to cover this absence; or

- B. An unforeseen occurrence with respect to the employee's household (e.g., fire, flood or ongoing loss of power). "Household" shall be defined as the physical aspects of the employee's residence.

The "day" may be used in two (2) separate instances but no more than eight (8) hours shall be allowed in any Agreement year.

10.4 Wellness Incentive Plan -- Employees within the bargaining unit who, during a payroll year, use less than twenty-five (25) hours of sick leave may convert eight (8) hours of unused, accrued sick leave to a personal vacation day to be used in the next calendar year. (The "payroll year" shall be recognized as all pay periods for which compensation is paid and included as income for IRS tax purposes as one year's reportable earnings.)

This benefit shall become null and void when or if the parties negotiate a general leave plan.

All use of sick leave shall be considered in reviewing sick leave use, except sick leave used due to an on-the-job injury pursuant to Article 13. Use of the emergency day provided in Section 10.3 shall not be considered.

10.5 Sabbatical Leave -- Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code Chapter 4.33 and Article 11.2.B.

10.6 Pay for Deployed Military -- 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.

ARTICLE 11 -- RETIREMENT

11.1 Pursuant to Ordinance No. 78444 as amended, all employees shall be covered by the Seattle City Employees Retirement System.

11.2 Employees who are eligible to retire during the term of this contract 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 during the term of this contract. The VEBA benefit allows employees who are eligible to retire from City Service to cash out their unused sick leave balance upon retirement and place it in a VEBA account to be used for post-retirement healthcare costs as allowed under IRS regulations.

A. Eligibility-to-Retire Requirements:

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

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

1. **If the eligible-to-retain members of the bargaining unit vote to accept the VEBA**, then all members of the bargaining unit who retire during the term of this contract, shall either:
 - a. place their sick leave cashout at 35% into their VEBA account, or
 - b. forfeit the sick leave cash out altogether. There is no minimum threshold for the sick leave cash out.

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

2. **If the eligible-to-retain members of the bargaining unit vote to reject the VEBA**, all members of the bargaining unit who retire during the term of this contract shall be ineligible to place their sick leave cashout into a VEBA account. Instead, these members

shall have two choices:

- a. 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
- b. Members can cash out their sick leave balance at 25% and receive the dollars as cash on their final paycheck.

B. Sabbatical Leave and VEBA:

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

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

12.1 The City shall provide medical, dental and vision plans (initially Group Health, Aetna Traditional and Aetna Preventive as self-insured plans, Washington Dental Service, Dental Health Services and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. 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.

12.1.1 For calendar years 2008, 2009 and 2010, 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 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.

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

12.2 Long Term Disability -- The 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 \$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.

12.2.1 During the term of this Agreement, the City may, at its discretion, change or eliminate the insurance carrier for any long-term disability benefits covered by 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.

12.2.2 The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year 2010 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 12.2.

12.3 Life Insurance -- The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as provided for below.

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

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

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

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

ARTICLE 13 -- INDUSTRIAL INJURY OR ILLNESS

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

13.1.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then: (1) any accrued sick leave or vacation leave utilized due to absence from his/her regular duties as provided for in this Section shall be reinstated, and the employee shall be paid in accordance with Section 13.1, which provides payment at the eighty percent (80%) rate; 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 13.1.

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

13.1.3 In no circumstances will the amount paid under these provisions exceed the normal take-home pay of an employee. This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.

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

other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

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

13.2 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 9.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 13.1.

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

13.4 Sick leave shall not be used for any disability herein described except as allowed in Section 13.1 or as may be otherwise allowed by SMC 4.44.

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

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

ARTICLE 14 -- UNION REPRESENTATIVES

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

14.2 The Union may appoint a Shop Steward in the various City departments affected by this Agreement. Immediately after appointment of its Shop Steward(s), the Union shall furnish the City Personnel Office and the affected department(s) with a list of those employees who have been designated as Shop Stewards, and failure to do so will result in non-recognition by the City of the Shop Stewards. Such list shall also be updated as needed. Stewards shall be employees covered by this Agreement and shall perform their regular duties as such but shall function as the Union's representative on the job to inform the Union of any alleged violations of this Agreement and process grievances relating thereto. The Steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.

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

14.2.2 If a normal shift or work assignment rotation will result in the transfer of a Union Shop Steward to another shift or work location (reporting headquarters), the Union and Shop Steward will be given a notice of at least two weeks (no less than fourteen (14) calendar days). Upon the request of the Union Business Representative, the affected management Director shall meet to discuss the transfer.

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

- 1. Bargaining preparation and meetings of the Union's bargaining team other than actual negotiations shall not be applicable to this provision;*

2. *No more than an aggregate of one hundred (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision.*
3. *If the aggregate of one hundred fifty (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.*

ARTICLE 15 -- WORK OUTSIDE OF CLASSIFICATION

15.1 Work Out of Class is a management tool, the purpose of which is to complete or provide essential public services. Whenever an employee is assigned by the proper authority to perform the normal, ongoing duties of and accept responsibility of a higher-paid position when the duties of the higher position are clearly outside the scope of an employee's regular classification for a period of three (3) consecutive hours or longer, he/she shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class salary rate shall be determined in the same manner as for a promotion. "Proper authority" shall be a supervisor, manager, or director directly above the position that is being filled out of class, who has budget management authority of the work unit as determined by the department head. 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. Upon the request by the Union, the City shall provide documentation of a Washington State journey-level plumber's license for those employees who are currently assigned to work out of class in the Plumber job classification. 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: (1) when a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) when a position is scheduled for abrogation; (4) a position is encumbered (an assignment in lieu of a layoff; e.g., as with the renovation of the Seattle Center Coliseum. When such circumstances require that an out-of-class assignment be extended beyond six (6) months, the employer shall notify the Union or Unions that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out of class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good faith basis.

15.1.1 An out-of-class assignment shall be formally made 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 assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of his or her own classification if the employee is not formally assigned to perform the duties on an out-of-class basis.

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

15.1.3 The practice of no out-of-class pay for paid leave will continue.

15.1.4 When an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, they will receive one step increment in the higher paid title; provided that they have not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range.

15.1.5 Hours worked out-of-class that were properly paid per this Article, shall apply toward salary step placement if the employee is appointed or their position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

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

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

15.3 Seattle Public Utilities personnel working out of classification as an acting supervisor will not receive overtime pay pursuant to this contract but shall receive the appropriate supervisory hourly rate of pay.

15.4 Water Pipe Workers who do not meet the minimum qualifications for Senior Water Pipe Worker, when assigned responsibility for a crew and crew vehicle, shall be paid out-of-class pay at the Senior Water Pipe Worker rate.

15.4.1 No out-of-class compensation shall be paid for operating a crew vehicle as a means of transporting personnel to and from a job location only.

15.4.2 All out-of-class pay in this Section shall be subject to the provisions of Section 15.1.

15.4.3 If an employee is assigned by the department head 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 sick leave, vacation, and holidays at the rate of the assigned higher classification.

ARTICLE 16 -- SAFETY STANDARDS

16.1 All work shall be done in a competent and safe manner and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules, which shall be complied with.

ARTICLE 17 – PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

17.1 The following shall define terms used in this Article:

Probationary Period -- A twelve- (12) month trial period of employment following an employee's initial regular appointment within the Civil Service to a budgeted position.

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

Trial Service Period/Regular Subsequent Appointment -- A twelve- (12) month trial period of employment of a regular employee beginning with the effective date of:

- A. a subsequent, regular appointment from one classification to a different classification through promotion or transfer to a classification that the employee has not successfully completed a probationary or trial service period; or,
- B. rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.

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

Revert -- To return an employee who has not successfully completed his/her trial service period to a vacant position in the same class and former department (if applicable) from which he/she was appointed.

Reversion Recall List -- If no such vacancy exists to which the employee may revert, he/she will be removed from the payroll and his/her name placed on a Reversion Recall List for the class/department from which he/she was removed.

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

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

17.2.2 An employee shall attain regular employee status after having completed his/her probationary period unless the individual is dismissed under provisions of Section 17.3.

17.3 Probationary Period/Dismissal -- An employee may be dismissed during his/her probationary period after having been given written notice five (5) working days prior to the

effective date of dismissal. However, if the department believes the best interest of the Employer requires the immediate dismissal of the probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal shall be required. The reasons for the dismissal shall be filed with the Director of Personnel and a copy sent to the Union.

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

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

17.4.1 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 position within the former department (if applicable) in the classification from which he/she was appointed.

17.4.2 Where no such vacancy exists, such employee shall be given fifteen (15) calendar days' written notice prior to being placed on a Reversion Recall List for his/her former department and former classification and being removed from the payroll.

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

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

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

17.4.6 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.

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

17.4.8 If an employee elects not to accept an offer of employment in a position essentially the same that the employee previously held, the employee's name shall be removed from the Reversion Recall List and the employee's record shall reflect a quit.

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

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

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

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

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

17.6 The probationary period shall be equivalent to twelve- (12) months of service following regular appointment. Occasional absences due to illness, vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of

the Personnel Director, an employee's probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences.

ARTICLE 18 -- HOURS OF WORK AND OVERTIME

18.1 Eight (8) hours within nine (9) consecutive hours shall constitute a work day and five (5) consecutive days shall constitute a work week of forty (40) hours. Work schedules shall normally consist of five consecutive days followed by two consecutive days off, except for relief shift assignments, 4/10 work schedules, and other special schedules.

18.1.1 Breaks and Meal Periods -- During a normal work shift of up to twelve (12) hours, an employee will be allowed one fifteen (15) minute paid break in each half of the shift. Employees shall be allowed a one half- (1/2) hour unpaid meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of a regular shift. For a regular shift of ten (10) to twelve (12) hours, the meal period may commence up to six (6) hours into the shift. If an employee is required to work through the scheduled meal period and there is inability to reschedule the meal period during the shift, all hours worked shall be compensated.

During overtime hours, employees will be allowed an unpaid one-half- (1/2) hour meal period, as the work will allow as determined by the supervisor, within the first three (3) hours of the overtime. Should the employees be required by the City to remain at the work site to consume a meal, the meal period shall be paid for the same as the overtime hours. Meal periods of one-half- (1/2) hour shall continue to be provided within each successive four (4) hours of overtime.

Employees who are required to work a second shift after completion of their regular shift shall be allowed breaks and meal periods as normally scheduled for the shift. As an alternative, the employee may, within the first two (2) hours of the second shift, request and be granted one-half- (1/2) hour meal period in lieu of the first break. If the request is granted, the employee will then be allowed only one (1) other break later in the shift.

Employees who are scheduled to work an overtime shift on a normal day off shall be allowed breaks and a meal period as allowed for a regular shift.

18.1.2 Where work conditions require continuous staffing throughout a work shift for thirty (30) consecutive days or more, the City may, in lieu of the meal period and rest periods provided in Sections 18.1.1, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.

18.1.3 When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule; provided, however, that where work weeks other than the basic departmental work week schedules in force on the effective date of this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union. Two (2) days' advance notice shall be afforded the Union and employees covered by this Agreement when shift changes are required by their supervisor.

18.1.4 All work performed in excess of eight (8) hours in any work day or forty (40) hours in any work week shall be considered as overtime. Such overtime work shall be paid for at the

rate of two (2) times the employee's regular straight time rate of pay or by mutual consent between the employee and his/her supervisor in compensatory time off at the applicable overtime rate.

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

Notwithstanding the other Sections of this Article, the City may, following consultation and agreement with the Union involved, implement a four (4) day, forty (40) hour work week within its various departments. In administering the four (4) day, forty (40) hour work week, overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week subject to the terms and conditions as expressed in this Article.

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

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

18.1.5 Crew Chiefs Unit -- Administrative overtime shall be defined as overtime for completion or reading of paperwork, attendance at meetings or discussions concerning administrative matters such as time sheets, performance appraisals, sick leave forms or budget matters as opposed to matters related to a specific water operations project. Administrative overtime shall be paid for at the rate of one and one-half times the straight-time rate of pay.

18.1.5.1 Crew Chiefs Unit -- Field duties and emergency response overtime shall be defined as hours worked, whether before or after a shift or on a call-out basis, involving field duties related to Seattle Public Utilities or other City department operations projects, meetings required to discuss these projects and/or emergency response field duties. Field duty and emergency response overtime shall be paid for at the rate of double the straight-time rate of pay.

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

Example:

Zero (0) minutes to two (2) hours = 4 hours' straight-time pay. Two and one-half (2 1/2) hours = 5 hours' straight-time pay. Four (4) hours = 8 hours' straight-time pay.

18.1.7 Employees who are called back to work or remain at work on a shift extension on an overtime basis and meet all of the following conditions will receive a compensatory time benefit as described herein:

Conditions:

- A. The employee is required to work in excess of eight (8) hours on an overtime basis;
- B. The employee's next regularly scheduled shift begins within eight (8) hours of being released from overtime; and
- C. The employee must have worked a total of sixteen (16) hours within the twenty-four- (24) hour period commencing at the beginning of his/her preceding regular shift.

Compensatory Time Benefit:

In the event of an emergency, it may be necessary to work an employee over sixteen (16) hours and in that event for each overtime hour worked in excess of eight (8) overtime hours, under the conditions described above, the employee shall accrue one (1) hour of compensatory time, which must be used at the beginning of or during the employee's next regular shift that commences within eight (8) hours of being released from the overtime work.

At the employee's option such compensatory time may be supplemented with accrued vacation hours or leave without pay or, if deemed necessary by the Operations Manager of the Seattle Public Utilities, or the designated manager in other City departments, or his/her designee, the employee may be required to return to work.

Such compensatory time shall be earned in addition to the normal overtime rate of pay.

18.1.8 In extended emergency situations, without prior notice, the Utility will switch to two (2) twelve (12) hour shifts until the emergency is resolved. Seattle Public Utilities and the Union agree to participate in joint labor-management meetings to discuss the terms and conditions of switching to two twelve hour shifts.

18.1.9 Meal Reimbursement -- Full time employees shall be eligible for a meal reimbursement benefit when directed to work two or more hours of unscheduled overtime, or ten or more hours of overtime on a scheduled basis. For the purposes of meal reimbursement only, *scheduled overtime* is any period of overtime work where the date, start time and stop time are

communicated to the affected employee 12 or more hours in advance of the scheduled start time, and where such a notified employee has had at least 8 hours off work, prior to the start of the scheduled overtime.

- A. Unscheduled Overtime -- After a full time employee has worked two hours of unscheduled overtime, he or she shall be eligible for a meal reimbursement benefit. After this two-hour requirement has been satisfied, he or she shall be eligible for one additional meal reimbursement benefit for each additional five-hour period of unscheduled overtime worked. Such benefits apply without regard to whether or not the overtime is worked adjacent to a scheduled shift.
- B. Scheduled Overtime -- After a full time employee has worked ten hours of overtime, resulting from a scheduled overtime assignment, he or she shall be eligible for a meal reimbursement benefit. After this 10-hour requirement has been satisfied, he or she shall be eligible for one additional meal reimbursement benefit for each additional five-hour period of overtime worked. Such benefits apply without regard to whether or not the overtime is worked adjacent to a scheduled shift.
- C. Extension of Scheduled Overtime -- If a period of scheduled overtime is planned to last for eight hours or less, no meal reimbursement eligibility shall exist for that scheduled overtime period because fewer than ten hours of overtime had been scheduled. However, if an eight-hour or shorter scheduled overtime period must later be extended two or more hours past its scheduled stop time, then any additional overtime hours, by themselves, shall be treated as unscheduled overtime as provided for in A above.

Reimbursement shall be made for cost, up to a maximum of \$12.00, if a dated, itemized, original receipt from the establishment is provided by the employee. The receipt must indicate that the meal was purchased no more than two hours before or two hours after the qualifying period of overtime. The City shall not reimburse the cost of alcoholic beverages and gratuities. An employee may, at his or her discretion, apply for a \$10.00 meal allowance in lieu of the meal reimbursement benefit. Submission of receipts will not be required for meal allowance applications. An employee qualifying for a meal reimbursement benefit must submit either an application for meal reimbursement, or an application for meal allowance, no later than the close of the business day following the day the meal was purchased. Absent such an application, no reimbursement or allowance will be paid.

A department may, at its discretion, provide or engage another agency to provide one or all of the meals for which the meal reimbursement or allowance benefit would otherwise apply. Employees shall not be eligible for meal reimbursement or allowance for meals so provided.

18.2 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.

18.3 Standby Duty (Applicable in all departments and to all bargaining unit employees) -
- Whenever an employee is placed on voluntary Standby Duty, that employee shall be available at a predetermined location or by pager Standby, at the employee's option, to respond to emergency calls and, when necessary, return immediately to work. An employee on Standby Duty shall be paid at the rate of ten percent (10%) of the employee's straight-time hourly rate of pay. When an employee is required to return to work while on Standby Duty, the Standby Duty pay shall be discontinued for actual hours worked and compensation shall be provided in accordance with Section 18.1.6.

18.4 Seattle Public Utilities' Standby Procedure -- Voluntary Standby Rosters will be posted for the Water Operations Division and Watersheds and Transmission Divisions. Senior Workers, Workers and Apprentices in the Operations Division and Senior Workers in the Watersheds and Transmission Divisions may indicate their willingness to be placed on the Standby Roster by advising the Supervisor charged with maintaining the Standby Roster in writing of their willingness for Standby Duty. An employee shall have his/her name removed from the Standby Roster upon written notification to the Supervisor one week (seven calendar days) prior to his/her scheduled date to commence Standby Duty. An employee may have his/her name withdrawn on short notice, less than seven (7) days, if a volunteer is substituted in his/her place within the same classification. Assignment for Standby Duty from the Standby Roster will be rotated on a weekly basis. It is the responsibility of the employee to be aware of his/her position on the Roster and to be prepared for rotation to Standby Duty (see clarification below).

18.4.1 If the Standby Roster sign-up procedure described in Section 18.3 does not produce sufficient personnel by noon on Monday of a given week to field a Standby crew consisting of one (1) Crew Chief, one (1) Senior Water Pipe Worker, and one (1) Water Pipe Worker/Apprentice in Operations Division, and one (1) Crew Chief or Senior Worker in the Watershed and Transmission Divisions for the ensuing seven (7) day standby period commencing Friday evening, the Seattle Public Utilities will immediately notify the Shop Steward or Business Agent of such fact. If the Union cannot provide sufficient, additional individuals for Standby Duty commencing that Friday evening by noon Friday, the Seattle Public Utilities may designate additional personnel to provide equivalent coverage. Designation may be rotated, starting with the least senior employee within each appropriate class, from a list of all affected employees. (Apprentices are not eligible for at least six (6) months and until determined as qualified.) Seniority is determined by service in the job title; total City service (earned-to-date hours) will break a tie in seniority.

18.4.2 Personnel on Standby are expected to call within fifteen (15) minutes after being paged. When an employee is required to return to work while on standby duty, the standby pay shall be discontinued for the actual hours on work duty and compensation shall be provided for actual hours worked and in accordance with 18.1.6.

Crew personnel on pager Standby will be allowed to take a City vehicle home or be paid mileage for the use of their private vehicle, at the City's option. Crew Chiefs, when on Standby, will be

allowed to take their City vehicle home. If an employee is assigned a City vehicle to take home, overtime pay will start from the time the employee is contacted.

18.4.3 If personnel who volunteer and are assigned Standby Duty require additional training, such training, travel, and travel time shall be at Seattle Public Utilities' expense if required on off-duty time. No employee shall be required to report to other than his normal duty station to commence his/her work day for purposes of such training.

18.4.4 Nothing herein shall be construed to guarantee a minimum staffing level for Standby Duty nor is a maximum level to be implied.

18.4.5 Seattle Public Utilities and the Union agree to participate in joint labor-management meetings to discuss the terms and conditions of Seattle Public Utilities' standby procedures. Upon mutual agreement, the procedures may be revised and implemented during the life of this agreement.

18.5 Before instituting a standby procedure applicable to any bargaining unit title in any City department, the department shall notify the Union of the procedure and shall provide the Union no less than fifteen (15) calendar days for comments or for proposing an alternative procedure. Failing agreement on an alternative procedure within thirty (30) days from the date a procedure was originally proposed, the department may implement its originally proposed procedure or a modification thereof. With any procedure, if sufficient volunteers are not available to staff a standby procedure, all employees working at an affected facility, geographical area, or in the work unit may be assigned on a rotating basis, starting with the least senior employee in the affected job title(s). Seniority is determined by service in the job title(s); alphabetical order of last names shall break a tie in seniority.

A department may continue an existing standby procedure and assignment rotation unless a different arrangement is agreed upon. Before the department institutes a change in the standby procedure, the Union shall be notified and shall be provided no less than fifteen (15) calendar days for comments or to propose an alternative procedure. Failing agreement on an alternative procedure within thirty (30) days from the date procedure modifications were originally proposed, the department may implement its originally proposed modifications or an alternative modification. With any procedure, if sufficient volunteers are not available to staff a standby procedure, all employees working at an affected facility, geographical area, or in the work unit may be assigned on a rotating basis, starting with the least senior employee in the affected job title(s). Seniority is determined by service in the job title(s); alphabetical order of last names shall break a tie in seniority.

18.6 Employees in the Water Operations and Water Quality units of the Seattle Public Utilities who are scheduled to work not less than four (4) hours of a regular work shift during the evening (swing) or night (graveyard) shift, shall receive one of the following premiums for all scheduled hours worked during such shift.

Swing Shift	\$.65 hour
Graveyard Shift	\$.90 hour

The above shift premium shall apply to time worked as opposed to time-off with pay; and therefore, for example, the premium shall not apply to sick leave, vacation, holiday pay, funeral leave, or other paid leave benefit.

Overtime shall be computed from the employee's base pay and shall not include the shift premium pay. However, an employee assigned to work one of these shifts on an overtime basis shall be paid the premium pay in addition to the overtime pay if actual overtime work continues for four (4) hours or more.

In no event shall shift premium pay be due employees who work overtime as an extension of their regular shift or on a call-out basis if not being assigned to work in one of the positions normally scheduled for swing or graveyard shift.

ARTICLE 19 – TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

19.1 Transfers -- The transfer of an employee shall not constitute a promotion except as provided in Section 19.1.2. (E).

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

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

- A. Transfer in the same class from one department to another.
- B. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.
- C. Transfer, in lieu of layoff, may be made to a position in the same class to a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service or probationary employee is not displaced. The employee subject to layoff shall have this opportunity to transfer provided there is no one on the Reinstatement Recall List for the same class for that department. If there is more than one employee eligible for transfer in lieu of layoff in the same job title, the employee names shall be placed on a layoff transfer list in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who have no rights to other positions in the application of the layoff language herein including Section 19.3.4.

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

An employee on the layoff transfer list who is not placed in another position prior to layoff shall be eligible for placement on the Reinstatement Recall List pursuant to Section 19.4.

- D. Transfer, in lieu of layoff, may be made to a single position in another class in the same or a different department, upon showing that the transferee is capable

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

- E. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service or probationary employee is not displaced and when transfer in lieu of layoff under Section 19.1.2. (D) is not practicable.
- F. The Personnel Director may approve a transfer under Sections 19.1.2 (A), (B), (C), (D) or (E) above with the consent of the appointing authority of the Receiving Department only, upon a showing of the circumstances justifying such action.
- G. Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon the Director's approval of a written request by the appointing authority.

19.1.2.1 Employees transferred pursuant to the provisions of Section 19.1.2 shall serve probationary and/or trial service periods as may be required in Article 17, Sections 17.5, 17.5.1, 17.5.2, and 17.5.3.

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

19.2.1 The employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 19.3.5. Upon a showing, concurred in by the appointing authority of the department that the reason for such voluntary reduction no longer exists, the Personnel Director may restore the employee to his/her former status.

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

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

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

- A. Interim appointees
- B. Temporary or intermittent employees not earning service credit.
- C. Probationary employees*
- D. Trial service employees* (who cannot be reverted in accordance with Section 17.4.2.)
- E. Regular employees* in order of their length of service, the one with the least service being laid off first.

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

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

- A. Upon showing by the appointing authority that the operating needs of the department require a special experience, training, or skill.
- B. When (1) women or minorities are substantially underrepresented in an “EEO” category within a department; or (2) a planned layoff would produce substantial underrepresentation of women or minorities; and (3) such layoff in normal order would have a negative, disparate impact on women or minorities; then the Personnel Director shall make the minimal adjustment necessary in the order of layoff in order to prevent the negative disparate impact.

19.3.4 At the time of layoff, a regular employee or a trial service employee (per 19.3.2(D) above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in his/her department or he/she may be transferred as provided in Section 19.1.2(D). An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 19.5. This Section shall apply within each of the following class series: (1) Plumber; Plumber, Senior; Plumber Crew Chief; (2) Water Pipe Worker Apprentice; Water Pipe Worker; Water Pipe Worker, Senior; Water Pipe Crew Chief; Headworks Crew Chief; and Pipeline Maintenance Crew Chief; (3) Utility Service Inspector; Utility Service Inspector, Senior; (4) Water Treatment Operator; Water Treatment Operator, Senior; Water Treatment Equipment Technician.

19.4 Recall -- The names of regular, trial service, or probationary employees who have been laid off shall be placed upon a Reinstatement Recall List for the same class and for the department from which laid off for a period for one (1) year from the date of layoff.

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

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

19.4.3 If a vacancy is to be filled in a given department and a Reinstatement Recall List for the classification for that vacancy contains the names of eligible employees who were laid off from that classification, the following shall be the order of the Reinstatement Recall List:

- A. Regular employees laid off from the department having the vacancy in the order of their length of service. The regular employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.
- B. Trial service employees laid off from the department having the vacancy in the order of their length of service. The trial service employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.
- C. Probationary employees laid off from the department having the vacancy without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.
- D. Regular employees laid off from the same classification in another City department and regular employees on a Layoff Transfer List. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 17, Section 17.4 shall apply.
- E. Trial service employees laid off from the same classification in another City department and trial service employees on a Layoff Transfer List. The trial service employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 17, Section 17.4 shall apply.
- F. Probationary employees laid off from the same classification in another City department and probationary employees on the Layoff Transfer List without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.
- G. The City may recall laid-off employees out of the order described above upon showing by the appointing authority that the operating needs of the department require such experience, training, or skill.

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

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

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

- A. After completion of the probationary period, service credit shall be given for employment in the same, equal or higher class, including service in other departments and shall include temporary or intermittent employment in the same class under regular appointment prior to permanent appointment.
- B. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position.
- C. Service credit shall be given for previous regular employment of an incumbent in a position which has been reallocated and in which the employee has been continued with recognized standing.
- D. Service credit shall be given for service prior to an authorized transfer.
- E. Service credit shall be given for time lost during:
 - Jury Duty;
 - Disability incurred in line of service;
 - Illness or disability compensated for under any plan authorized and paid for by the City;
 - Service as a representative of a Union affecting the welfare of City employees;
 - Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

19.5.1 No service credit shall be given:

- A. For service of a regular employee in a lower class to which he/she has been reduced and in which he/she has not had regular standing, except from the time of such reduction.
- B. For any employment prior to a separation from the Civil Service other than by a resignation which has been withdrawn within sixty (60) days from the effective date of the resignation and such request for withdrawal bears the favorable recommendation of the appointing authority and is approved by the Personnel Director.

19.6 The City agrees to support employees facing layoff by providing the Project Hire program during the term of this Agreement. If a department is hiring for a position in which the employee is qualified, and if no business reason would otherwise make the employee unsuitable for employment, the employee will be interviewed for the vacancy. This provision does not create any guarantee or entitlement to any position. The Project Hire guidelines apply.

ARTICLE 20 -- GENERAL CONDITIONS

20.1 SKAGIT CONDITIONS:

20.1.1 When City Light employees working at the Skagit facilities are prevented (due to impassable roads or similar conditions) from returning to their regular place of residence after completing their day's work, the department shall provide the employees with suitable food and lodging at no cost to the employees. In addition, the department shall pay one (1) hour's pay per day at the employee's regular hourly rate for each night the employees are away from their regular place of residence.

20.1.2 City Light employees normally assigned to Ross Powerhouse will continue to travel on their own time. However, if employees normally assigned to either Newhalem or Diablo are required to report to Ross for a full eight (8) hours' work, such employees will be paid one-half (1/2) hour additional pay per day at the overtime rate. Employees normally assigned to Newhalem may use department vehicles for transportation to Diablo when such vehicles can be provided. Travel time will not be paid when board and lodging are available at Ross. Employees who are required to provide their own transportation shall receive mileage payments at the applicable rate under this Agreement.

20.2 Mileage Allowance -- An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Revenue Code for privately-owned automobile used for business purpose. The reimbursement rate as of January 1, 2008 is Fifty-five point Five Cents (\$.505) per mile for all miles driven in the course of City business on that day.

20.2.1 The cents per mile mileage reimbursement rate set forth in Section 20.2 shall be adjusted up or down to reflect the current rate.

20.2.2 When employees are offered the use of a City vehicle for travel purposes and they choose to use their own automobile instead, the department may decide to pay a portion of the mileage normally required by this language. The mileage to be paid for will be at the discretion of the department head or his/her designee.

20.3 The City will furnish all WISHA-required equipment. Further, Seattle Public Utilities' employees engaged in outside work will be provided the following protective clothing:

- A. One set of rain gear with replacement to be made on a wear basis, but not more frequently than once per year;
- B. One pair of safety toe rubber boots with replacement on a wear basis;
- C. One pair of cotton or rubber gloves on an as needed basis;

D. Coveralls will continue to be provided per existing departmental practice for the duration of this Agreement to employees covered by this Agreement.

All protective clothing referenced above shall be charged to the employee who is to guarantee its return in exchange for replacement or at the termination of employment. In the case of intentional destruction or loss of said items, the cost thereof shall be charged to the employee.

20.4 Bulletin Board -- The City, upon written request from the Union relative to a specific City department that employs individuals covered by this Agreement, shall provide bulletin board space for the use of the Union in an area accessible to employees covered by this Agreement; provided, however, said space shall not be used for notices that are controversial or political in nature. All material posted by the Union shall be officially identified as such.

20.5 Safety Shoes -- The City may require employees in specific job classifications or work assignments to wear steel-toed safety shoes (or other safety boots or shoes as provided by the department). At its discretion, the department will either provide such shoes or reimburse employees for the cost of the shoes to a maximum of Ninety Dollars (\$90.00 per contract year). Employees shall be eligible for such reimbursement upon employment or to replace or repair worn out shoes as needed. Reimbursement hereunder shall be made equally for safety shoes providing acceptable toe protection with materials that may replace steel, which is now being used for this purpose.

To be eligible for reimbursement, the employee must produce acceptable evidence of purchase or repair and must purchase or repair boots to the standard as set by the department's director or his/her designee. An employee who does not use the full Ninety Dollars (\$90.00) in one calendar year may carry over the remaining balance to the next year for use in addition to the amount allocated for that year.

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

20.7 Seattle Center Employee Parking -- The Seattle Center shall continue its practice of providing parking without charge on a space available basis to Seattle Center employees covered by this Agreement who were in regular (as opposed to temporary or intermittent) full-time or part-time status prior to May 13, 1988. Seattle Center employees who attain regular employment status following May 13, 1988, and who desire parking privileges shall pay Twenty Dollars (\$20) a month for parking during working hours only, or Twenty-five Dollars (\$25) a month for parking during working hours and all other hours.

20.7.1 Flexcar Program -- If the City intends to implement a flexcar program in a manner that would constitute a benefit for any employee(s) represented by a Union that is a member of the Coalition of City Unions, the parties agree to open negotiations to establish the elements of said program that are mandatory subjects of bargaining prior to program implementation.

20.7.2 Public Transportation & Parking -- The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. Said actions shall be completed for implementation of this provision no later than January 1, 2003.

20.7.3 Parking Past Practice -- In exchange for all of the foregoing, the parties to the Memorandum of Understanding hereby acknowledge and affirm that a past practice shall not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City shall be obligated to bargain the impacts of such changes.

20.8 Plumber's License -- Employees in the classifications of Plumber, Plumber Senior, and Plumber Crew Chief shall be eligible for reimbursement of the cost for the annual renewal fee charged by the State of Washington for a required Plumber's license, provided the probationary period, as required by Article 17, has been completed by an employee at the time the renewal is due.

20.9 Identification Cards -- Picture identification cards may be issued to employees by the City; and, if so, shall be worn in a sensible but conspicuous place on their person by all such employees or as reflected in the current practice of the department. Any such picture identification cards shall identify the employee by first name and last name initial (or at the employee's option, first name and last name), employee number, job title, and photograph only. The cost of replacing the card damaged due to normal wear and tear will be borne by the City.

20.10 Employees in the classification of Plumber performing testing, installation, and maintenance of backflow prevention devices, which work requires DHS cross-connection certification, shall be paid an additional one dollar (\$1.00) per hour while so assigned.

20.11 Plumbers' Sprinkler System Confidence Testing Premium Pay -- Effective upon the signing of this Agreement, Plumbers, Senior Plumbers, and Plumber Crew Chiefs shall be eligible for a Two Hundred Dollar (\$200) per month premium pay for building sprinkler system confidence testing, maintenance, repairs, and installation of building sprinkler systems, while Seattle Fire Department certification is maintained. Each department will determine and limit the number of certifications required to perform the work within their respective department. If a certification is required, all costs to obtain and maintain the certification shall be paid by the City.

20.12 Metro Passes -- The City shall subsidize the cost of monthly transit passes for personal use by employees by not less than Thirty Dollars (\$30.00) per month for employees who purchase such passes. Effective January 1, 2009, the City shall increase the transit pass subsidy to an amount equal to the current monthly rate of a “one zone” peak Puget Pass to be used for a transit pass or equivalent.

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

The City shall make a reasonable effort to make City trucks or equipment available for skill tests. In addition, for those employees qualifying as described above, fees charged for department-approved classes offered for employees to assist them in passing this exam shall be reimbursed on a one-time-only basis.

Employees in other job titles or positions not involving the driving of vehicles requiring the CDL, who wish to take exam preparation or driver training courses, may request approval of the courses and reimbursement of fees in the normal manner in which educational expenses are applied for and approved by departments; provided, however, license fees for those individuals will not be reimbursed nor shall the City be obligated to make City trucks or equipment available for skill tests for these individuals.

Nothing contained herein shall guarantee that written exams, skill tests, or training classes established for the purposes described herein shall be conducted during regular work hours or through adjusted work schedules nor shall such written exams, skill tests, or training classes be paid for on an overtime basis.

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

20.14 Ethics and Elections Commission -- Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics; including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement; and, as such, are not subject to the Grievance Procedure contained within this Agreement. Records of any fines imposed or

monetary settlements shall not be included in the employee's personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

In the event the Employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

20.15 Reinstatement -- Except as otherwise expressly provided in this Agreement, an employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period.

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

ARTICLE 21 -- APPRENTICESHIP

21.1 The Seattle Public Utilities' apprenticeship program for journey-level Water Pipe Workers has been incorporated in the Standards of Apprenticeship adopted by the City of Seattle, Washington Apprenticeship Committee. The pay schedule for the Water Pipe Worker Apprentice is listed in Appendix A herein. Employees shall be eligible for step placement and progression pursuant to the provisions of the City of Seattle, Washington Apprenticeship developed by the City of Seattle Joint Advisory Apprenticeship Committee. Such progression shall also be subject to the policies and decisions of the Water Pipe Worker Apprenticeship Subcommittee.

Section 10 of the Standards of Apprenticeship, which provides for discharge from the Apprenticeship program, shall apply as written to employees appointed to the job title of Water Pipe Worker Apprentice. Discharge from the program shall result in termination from employment with the Seattle Public Utilities.

21.2 The City of Seattle's apprenticeship program for journey-level Plumbers has been incorporated in the Standards of Apprenticeship adopted by the City of Seattle, Washington Apprenticeship Committee. The pay schedule for the Plumber Apprentice is listed in Appendix A herein. Employees shall be eligible for step placement and progression pursuant to the provisions of the City of Seattle, Washington Apprenticeship developed by the City of Seattle Joint Advisory Apprenticeship Committee. Such progression shall also be subject to the policies and decisions of the Plumber Apprenticeship Subcommittee.

Section 10 of the Standards of Apprenticeship, which provides for discharge from the Apprenticeship program, shall apply as written to employees appointed to the job title of Plumber Apprentice. Discharge from the program shall result in termination from employment with the City.

ARTICLE 22 -- RIGHTS OF MANAGEMENT

22.1 The right to hire, promote (in accordance with the Personnel Ordinance), discharge for just cause, improve efficiency, determine the work schedules, and location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement. This Agreement shall not limit the right of the City to contract for services of any and all types.

ARTICLE 23 -- PRODUCTIVITY AND PERFORMANCE

23.1 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 service; the rights to increase or diminish operations, in whole or in part; the right to increase, diminish or change municipal equipment, including the introduction of any and all new, improved, or automated methods or equipment; the assignment of employees to specific jobs, the determination of job content and/or job duties, and the combination or consolidation of jobs; provided, however, the exercise of such rights contained herein shall not modify or change any provision of this Agreement without the written concurrence of the Union and the City.

23.2 The Union recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or groups of employees. In establishing new and/or revising existing performance standards, 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.

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

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

In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate his/her rights under this employment security provision.

ARTICLE 24 -- ENTIRE AGREEMENT

24.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

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

ARTICLE 25 -- SUBORDINATION OF AGREEMENT

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

25.2 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 26 -- SAVINGS CLAUSE

26.1 If an article of this Agreement or any addenda thereto should be held invalid 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.

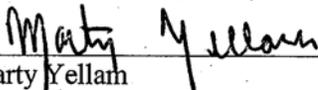
ARTICLE 27 -- TERM OF AGREEMENT

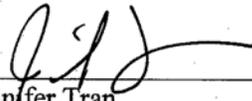
27.1 This Agreement shall become effective upon signing by the parties or January 1, 2008, whichever is later, and shall remain in effect through December 31, 2010. Written notice must be served by either party of its intent to terminate or modify this Agreement at least ninety (90) days prior to the anniversary date.

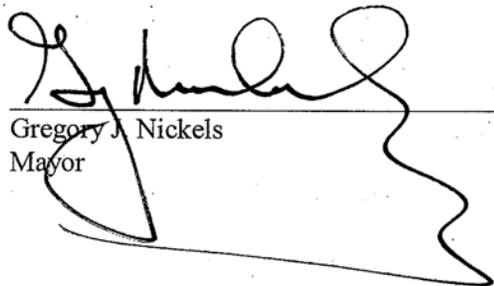
Signed this 5th day of May, 2008.

UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF
THE PLUMBING AND PIPEFITTING
INDUSTRY, LOCAL 32

CITY OF SEATTLE
Executed under
authority of Ordinance 122551
and 122668


Marty Yellam
Business Representative


Jennifer Tran
Labor Negotiator


Gregory J. Nickels
Mayor

APPENDIX A

Plumbers Unit

Section 1.1 Effective December 26, 2007, salaries shall be in accordance with the following schedule

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Operations Response Center Operator	\$22.85	\$23.75	\$24.63	\$25.59	\$26.59
Operations Response Center Operator, Senior	\$24.63	\$25.59	\$26.59	\$27.63	\$28.74
Operations Response Center Trainee	\$21.18	\$21.97	\$22.85	\$23.75	\$24.63
Plumber	\$28.05	\$29.16	\$30.31		
Plumber Apprentice	Step 1 - 67% of Plumber entry level of pay from 00-06 months - \$18.79 Step 2 - 70% of Plumber entry level of pay from 07-12 months - \$19.64 Step 3 - 73% of Plumber entry level of pay from 13-18 month - \$20.48 Step 4 - 76% of Plumber entry level of pay from 19-24 months - \$21.32 Step 5 - 79% of Plumber entry level of pay from 25-30 months - \$22.16 Step 6 - 82% of Plumber entry level of pay from 31-36 months - \$23.00 Step 7 - 85% of Plumber entry level of pay from 37-42 months - \$23.84 Step 8 - 88% of Plumber entry level of pay from 43-48 months - \$24.68 Step 9 - 91% of Plumber entry level of pay from 49-54 months - \$25.53 Step 10- 94% of Plumber entry level of pay from 55-60 months - \$26.37				
Plumber, Senior	\$31.47	\$32.73			
Utility Service Inspector	\$26.39	\$27.39	\$28.45	\$29.58	\$30.81
Utility Service Inspector, Senior	\$28.45	\$29.58	\$30.81	\$31.96	\$33.13
Water Meter Changer	\$20.76	\$21.59	\$22.42		
Water Pipe Helper	\$18.19	\$20.22	\$20.76	\$21.59	
Water Pipe Worker, Senior	\$26.60	\$27.64	\$28.72		
Water Pipe Worker, Senior-WDM II*	\$27.72	\$28.75	\$29.84		
Water Pipe Worker	\$23.81	\$24.75	\$25.74	\$26.77	
Water Pipe Worker-WDM I*	\$24.06	\$25.00	\$25.98	\$27.02	
Water Treatment Equipment Technician	\$27.09	\$28.17	\$29.34		
Water Treatment Operator, Senior	\$25.70	\$26.75	\$27.79		
Water Treatment Operator	\$22.06	\$22.92	\$23.82	\$24.79	
Water Treatment Operator-WDM I*	\$22.31	\$23.16	\$24.07	\$25.03	

Water Treatment Operator, Assigned Relief**	\$22.94	\$23.83	\$24.78	\$25.78
Water Pipe Worker Apprentice (Percentage of 3rd Step Water Pipe Worker)	\$21.88 (85%)	\$22.39 (87%)	\$23.42 (91%)	\$24.20 (94%)
Waterworks Maintenance HelperSMU	\$20.76	\$21.59	\$22.42	
Waterworks Maintenance Specialist-SMU	\$23.28	\$24.16	\$25.13	
Waterworks Maintenance Specialist, Sr-SMU	\$24.63	\$25.59	\$26.59	

* Employees in the classifications of Senior Water Pipe Worker, Water Pipe Worker and Water Treatment Operator shall be eligible for the respective premium pay titles of Senior Water Pipe Worker-WDM II, Water Pipe Worker-WDM I, and Water Treatment Operator-WDM I at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

The certifications are:

- WDM I = Water Distribution Manager I
- WDM II = Water Distribution Manager II

**Employees classified as Water Treatment Operators, when regularly scheduled to work relief shifts at two (2) treatment facilities, shall be paid a premium equal to four percent (4%) of the straight-time hourly rate. (Not Seniors, only the Water Treatment Operators.)

APPENDIX B

Crew Chief Unit

Section 1.1 Effective December 26, 2007, salaries shall be in accordance with the following schedule:

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Plumber Crew Chief	\$30.78	\$32.01	\$33.29	\$34.62	\$36.00
Transmission Crew Chief	\$29.26	\$30.42	\$31.69	\$32.87	\$34.07
Transmission Crew Chief-WDM II*	\$29.57	\$30.74	\$32.00	\$33.18	\$34.38
Water Pipe Crew Chief	\$29.26	\$30.42	\$31.69	\$32.87	\$34.07
Water Pipe Crew Chief-WDM II*	\$29.57	\$30.74	\$32.00	\$33.18	\$34.38
Water Meter Crew Chief	\$25.59	\$26.59	\$27.63		

*Employees in the classifications of Headworks Crew Chief, Pipeline Maintenance Crew Chief, Transmission Crew Chief and Water Pipe Crew Chief shall be eligible for the premium pay titles of Headworks Crew Chief-WDM II, Pipeline Maintenance Crew Chief-WDM II, Transmission crew Chief-WDM II and Water Pipe Crew Chief-WDM II at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay. (Refer to the Memorandum of Understanding regarding promotional opportunities for Senior Water Pipe Worker, Water Pipe Crew Chief and Transmission Crew Chief.)

The certification is:

- WDM II = Water Distribution Manager II