AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

AFSCME, AFL-CIO

LOCAL 21C

Effective through January 31, 2014

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PREAMBLE

This "**Agreement**" is between the City of Seattle (hereinafter called the **City**) and the Washington State Council of County and City Employees ("**WSCCCE**"), American Federation of State County and Municipal Employees ("**AFSCME**"), Local 21-C, (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 of the City Light Department (hereinafter called **City Light** or the "**Department"**) in classifications for whom the City has recognized the Union as the exclusive collective bargaining representative.

The City and the Union agree that the purpose of this Agreement is to provide for fair and reasonable compensation and working conditions for employees of the City as enumerated in this Agreement and to provide for the efficient and uninterrupted performance of municipal functions. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its employees.

ARTICLE 1- RECOGNITION

1.1 The City recognizes the Union as the exclusive collective bargaining representative for all managers, strategic advisors, and supervisors employed in Seattle City Light and within the bargaining units as defined in Appendix A (Strategic Advisors and Managers), Appendix B (Salaried Supervisors) and Appendix C (Hourly Supervisors) of this Agreement, as set forth in the Memorandum of Agreement amended December 28, 2011 (Appendix E) and the Memorandum of Agreement dated January 4, 2012 (Appendix F). The Parties agree that the bargaining units described herein shall be considered a single unit exclusively for the purpose of union jurisdictional matters.

ARTICLE 2 - RIGHTS OF MANAGEMENT

2.1 The right to hire, promote (in accordance with the Personnel Ordinance), discipline, and/or discharge employees who are covered by Civil Service for just cause, and the right to discipline and/or discharge employees who are exempt from Civil Service without just cause, improve efficiency, and 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.

2.2 The City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, or (2) the contract will result in cost savings to the City, or (3) the occurrence of peak loads above the work force capability, or (4) where a conflict of interest exists or is likely to arise, or (5) where management deems it necessary due to the confidential nature of the work.

2.2.1 Decisions to contract our work shall comply with the Guidelines for Contracting for Consultants and Services as established by the Director of the Department of Executive Administration.

2.2.2 The decision to contract out work shall be made by the department head involved, and his/her determination in such case shall be final, binding and not subject to the grievance procedure; provided however, the Union may grieve contracting out for work as described above in this Article if such contract involves work normally performed by employees covered by this Agreement and if that contract is a direct cause of the layoff of employees covered by this Agreement.

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

2.3 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.

ARTICLE 3 - UNION MEMBERSHIP AND DUES

3.1 It shall be a condition of employment that each employee covered by this Agreement who voluntarily is or who voluntarily becomes a member of 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 who is not a member of the Union shall, on or before the thirtieth (30th) day following said date, either join the Union or pay an amount equivalent to the regular monthly dues of the Union to the Union. Failure by any such employee to apply for and/or maintain such membership in accordance with this provision shall constitute cause for discharge of such employee; provided, however, the requirements to apply for Union membership and/or maintain Union membership shall be satisfied by an offer of the employee to pay the regular dues uniformly required by the Union of its members.

3.1.1 Employees who are determined by the Public Employment Relations Commission to satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular Union dues 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.

3.1.2 A temporary employee shall pay to the Union in lieu of the union membership requirement of Article 3, a service fee in an amount equal to the Union's regular monthly dues uniformly required of regular City employees, commencing with the thirty-first (31st) day following the temporary employee’s first date of assignment to perform bargaining unit work.

3.1.3 The City shall notify the Union of the following information within thirty (30) calendar days of the date of employment: name, address, job classification, job location and date of hire into the bargaining unit.

3.2 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 3.1 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 3.1. 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.

3.3 The City shall deduct from the pay check of each employee who has so authorized it, the 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. The Union agrees to indemnify and save harmless the City from any and all liability arising out of this Article. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Union by the City.

3.4 P.E.O.P.L.E. Checkoff. The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union, payable to AFSCME P.E.O.P.L.E., together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 4 – EMPLOYEE RIGHTS

4.1 Union Access to Workplace – A staff representative of the Union ("**Representative**') may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such Representative shall limit his or her activities during such investigations to a reasonable period of time and to matters relating to this Agreement. City work hours shall not be used by employees or Representative(s) for the conduct of Union business or the promotion of Union affairs.

4.2 Stewards – The Union shall have the right to appoint a steward at any location where members are employed under the terms of this Agreement. The department shall be furnished with the names of stewards so appointed. Immediately after appointment of its Steward(s), the Union shall furnish the Director of Labor Relations with a list of those employees who have been designated as Stewards and the Local Officers who may serve as Stewards. Said list shall be updated as needed. The Steward(s) shall see that the provisions of this Agreement are observed, and they shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall include keeping the Union informed of matters relating to the Agreement and the processing of grievances relating to alleged violations, but not include processing grievances at Step 4 of the grievance procedure enumerated in Article 5 of this Agreement. When a Steward is processing a grievance, arrangements must be made with the supervisor of the Steward for time away from the job. It is understood that all other Steward activities are to be conducted on the Stewards own time (e.g., before or after work, rest breaks, lunch).

4.3 Resolving Time Burden Issues – Any allegations by City Light management that a Steward or Local Officer is spending an unreasonable amount of time performing the aforementioned duties shall be settled at the lowest level possible. If these matters are unable to be settled at the department level, they may be referred to the Director of Labor Relations or a designee for discussions with the Representative. The Representative shall assume the responsibility of communicating to the Steward or Local Officer any concerns or expectations resulting from the above discussions with the Director of Labor Relations or a designee.

4.4 Investigatory Interviews – When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that particular incident, the employee shall have the right to request that he/she be accompanied at the investigatory interview by a Steward or Representative. If the employee makes such a request, the request shall be made to the City representative conducting the investigatory interview. The City, when faced with such a request, may either: (1) grant the employee's request, or (2) deny the employee's request, but in doing so also stop and/or cancel the investigatory interview.

4.4.1 In construing Section 4. 4, it is understood that:

(a) The City is not required to conduct an investigatory interview before discipline or discharging an employee;

(b) The City may cancel a scheduled interview at any time. The City will make its best effort to notify the parties of canceled interviews;

(c) The City does not have to grant an employee's request for Union representation when the meeting between the City and the employee is not investigatory, but is solely for the purpose of informing an employee of a disciplinary/discharge decision that the City has already made relative to that employee;

(d) The employee must make arrangements for Union representation when his/her request for representation is granted. The investigatory interview must be held within a reasonable period of time following the employee's request for representation; and

(e) An employee shall attend investigatory interviews scheduled by the City at reasonable times and reasonable places.

4.4.2 Employees located in remote workplace locations (e.g., at Skagit or Boundary Projects) will be permitted a reasonable period of time to make arrangements for Union representation or to travel to an investigatory interview.

4.5 Distribution of Union Communications – The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units for posting (1) Union bulletins regarding scheduled business and social meetings; (2) information concerning Union elections and the results thereof; and (3) reports of official Union business. The Union agrees that the Union's designated bulletin board shall not be used to distribute notices that are political in nature. All material posted or sent via email shall be officially identified as Washington State Council of County and City Employees, or American Federation of State, County and Municipal Employees, Local 21-C.

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. Provided that 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 The grievance and arbitration procedure found in this article shall not apply to discipline and/or discharge of employees who are exempt from Civil Service.

5.1.2 The grievance and arbitration procedure found in this article shall not apply to management decisions regarding an employee's salary placement in a broadband title or to management decisions regarding Merit Leave.

5.2 A grievance in the interest of a majority of the employees in a unit of 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. Grievances shall be filed at the step in which there is authority to adjudicate such grievance.

5.3 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 non-acceptance must be presented in writing.

5.4 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. Failure by the City to comply with any time limitation of the procedure in this Article shall allow the Union and/or employee to proceed to the next step without waiting for the City to reply at the previous step, except that employees may not process a grievance beyond Step 3.

5.5 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.

5.6 A grievance shall be processed in accordance with the following procedure:

5.6.1 Step 1 -- The contract grievance shall be reduced to written form by the aggrieved employee stating the section of the agreement allegedly violated and explaining the

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

5.6.2 Step 2 -- If the grievance is not resolved as provided in Step 1, the Union representative or a shop steward shall forward the written grievance to the division head with a copy to the City Director of Labor Relations within ten (10) business days after receipt of 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 his/her designee 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 or his/her designee. 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 or his/her designee 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 or his/her designee 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, 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.

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.

5.6.3 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 Article 5, Section 5.2, the written grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after receipt of 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, he/she shall contact the Union within five (5) work days to convene a meeting between the appropriate parties at a mutually acceptable date. 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.

5.6.4 Step 4 -- If the grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations, or the City and the Union may mutually agree to an alternative method to select an arbitrator. Such reference to arbitration shall be made within twenty (20) business days after receipt of 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) which the arbitrator is being asked to decide;

D. Remedy sought.

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

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

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

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

B. The decision of the arbitrator shall be final, conclusive, and binding upon the City, the Union, and the employees involved.

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

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

5.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance, or Law; provided, however, disciplinary action for employees covered by Civil Service 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, only upon withdrawal of the Civil Service Commission appeal may the grievance be pursued under this contract grievance procedure.

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

ARTICLE 6 - WORK STOPPAGE

6.1 The City and the Union 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.

ARTICLE 7 – COMPENSATION

7.1 The classifications of employees covered by this Agreement and the corresponding rates of pay effective for the term of this Agreement are set forth in Appendices A (Strategic Advisors and Managers), B (Salaried Supervisors), and C (Hourly Supervisors), which are attached hereto and made a part of this Agreement.

7.2 For employees covered under this Agreement, Personnel Rules 3.1 ("Step Progression Pay Program") and 3.3 ("Manager and Strategic Advisor Pay Program"), as applicable, shall apply, notwithstanding the fact that Personnel Rule 3.3 states that it does not apply to represented employees.

7.3 Mileage Allowance - An employee who is required by the City, or receives consent from his/her supervisor, to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes. The current reimbursement rate is fifty-five and a half cents ($.555) per mile for all miles driven in the course of City business on that day.

7.3.1 The cents per mile mileage reimbursement rate set forth in Section 7.3 shall be adjusted up or down to reflect the current rate.

7.4 Metro Passes - Effective upon signature, the City shall pay a transit pass subsidy in an amount equal to the current monthly rate of a "one zone" peak Puget Pass to be used for a transit pass.

7.4.1 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.

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

7.5 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.

7.6 APEX-SAM Comprehensive Salary Placement Reviews – When the Executive's Review of the APEX, Strategic Advisor, Manager and Information Technology Professional Programs is completed, the City will share the results of the review with the Union and engage in bargaining over any impacts identified by the Union, as required by law.

ARTICLE 8 – LEAVES AND VEBA

8.1 Except as otherwise provided in this Agreement, employees' benefits with respect to holidays, vacation and all other forms of leave are governed by the City's Personnel Rules.

8.2 Executive and Merit Leave – Positions that were eligible for executive and merit leave prior to the signing of this agreement remain eligible for executive and merit leave in accordance with the provisions of Personnel Rule 3.7 ("Executive and Merit Leave"), notwithstanding the fact that Personnel Rule 3.7 states that it does not apply to represented employees.

8.3 Minimum Leave Increment – Hourly supervisors may schedule leave, other than holidays, in increments of one-quarter (1/4) hour, with supervisor approval.

8.4 Executive Leave – As provided in Personnel Rule 3.7.5 ("Occasional Absences of Less than Four Hours"), employees in positions that are eligible for executive and merit leave shall fulfill their professional responsibilities with no expectation of overtime compensation. The appointing authority shall allow them discretion in structuring their workday to ensure that they can fulfill those responsibilities. Eligible salaried employees shall not be required to use their paid leave balances for occasional absences of four hours or less during a work day, and shall be paid their regular salaries despite such absences. Eligible salaried employees shall notify their supervisors in advance of such absences and shall schedule such absences to cause the least impact on their work units. Such absences shall not interfere with the employee's ability to produce his or her expected work outcomes.

8.5 Personal Holidays – Notwithstanding the fact that Personnel Rule 7.6.3 ("Holiday Benefit") states that it applies to employees who are not represented by labor organizations, employees covered under this Agreement are covered by Personnel Rule 7.6.3.

8.6 Vacation Balance Waiver for Leave Cancellation – An employee may accumulate vacation to a maximum of twice his or her annual accrual. Vacation accrual shall cease when an employee reaches the maximum allowance. When an employee must cancel a scheduled and approved vacation at the request of management and is not able to reschedule and use vacation prior to attaining his or her maximum allowance, the appointing authority may allow the employee to exceed the maximum allowance and continue to accrue vacation. This "grace period" shall not exceed 3 months, and not more than 1 such "grace period" shall be granted per 12-month period.

8.7 VEBA - For calendar years 2012 and 2013 upon retirement, thirty-five percent (35%) of an employee's unused sick leave credit accumulation shall be transferred to a VEBA account (as described below) to be used according to Internal Revenue Service (IRS) regulations on the day prior to their retirement. Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such

employee's accumulated sick leave credits shall be paid to their designated beneficiary. However, if an employee is eligible for retirement and chooses to vest their funds with the Retirement System at the time they leave City Employment, they will lose all sick leave credit and not be eligible to receive the twenty-five percent (25%) cash out.

Employees who are eligible to retire 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.

Eligibility-to-Retire Requirements:

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

For purposes of identifying all potential eligible-to-retire employees, the City shall create a list of members who are in the City's HRIS system at age 45 or older 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-retire members of the bargaining unit votes to accept the VEBA**, then all members of the bargaining unit who retire from City service from the date of the vote until the end of the contract term, 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-retire members of the bargaining unit votes to reject the VEBA**, all members of the bargaining unit who retire from City service from the date of the vote until the end of the contract term, 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.

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 9 - HEALTH CARE, DENTAL CARE, LONG-TERM DISABILITY, AND LIFE INSURANCE

9.1 Effective upon signing, the City shall provide medical, dental, and vision plans (initially Group Health, Aetna Traditional and Aetna Preventive as self-insured plans, Washington Dental Service, Dental Health Services, and Vision Services Plan) for all regular employees (and eligible dependents) represented by Unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 2012 and 2013, the selection, addition, and/or elimination of medical, dental, and vision benefit plans, and changes to such plans shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.

A. An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 9.1 or similar programs as determined by the Labor-Management Health Care Committee.

9.1.1 The City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.

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

9.1.3 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).

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

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

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

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

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

9.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2011 for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within this section.

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

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

9.6 Labor-Management Health Care Committee - Effective January 1, 1999, a Labor-Management Health Care Committee shall be established by the parties. This Committee shall be responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall decide whether to administer other City-provided insurance benefits.

ARTICLE 10 - INDUSTRIAL INJURY OR ILLNESS

10.1 Any employee who is disabled in the discharge of his 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.

10.2 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 10.1, 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 10.1.

10.3 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.

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

10.5 Employees must meet the standards listed in SMC 4.44.080 to be eligible for the benefit amount provided herein that 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, 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.

10.6 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 10.1. 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 10.1.

10.7 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.

10.8 Sick leave shall not be used for any disability herein described except as allowed in Section 10.2.

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

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

ARTICLE 11 – SAFETY STANDARDS

11.1 All work shall be done in a competent manner and in accordance with the State of Washington Safety Codes, the City's Safety Rules and Policies, and City Light's Safety Rules and Policies.

11.2 Upon request of the Union, the Department shall provide notice of the safety committees in which members of the bargaining unit(s) are represented and the regularly scheduled meeting dates of such committees.

11.3 Personal Protective Equipment – Employees covered by this Agreement will be provided personal protective equipment ("**PPE**") as required by any Federal, State, City or City Light policy or rule and such equipment shall be provided by the City at no cost to the employee.

ARTICLE 12 – WORK OUTSIDE OF CLASSIFICATION

12.1 Out-of-class assignments shall be made in accordance with Personnel Rule 3.5 ("Out-of-Class Assignments") and the City Light policies entitled, "Out-of-Class Assignment Authorization/Extension Request Process" and "Discipline and Out-of-Class/Promotions Eligibility Policy."

12.2 When circumstances require that an out-of-class assignment be extended for more than six (6) months for any one position, the City shall notify the Union that represents the position being filled out-of-class.

12.3 Employee-Initiated Classification Review – An employee may request a classification review in accordance with Personnel Rule 2.1. The incumbent of a position may request a classification review of the work assigned to his or her position with or without the concurrence of the appointing authority if:

1. The position incumbent has accreted over a period of at least 6 months a body of work that is not adequately described by the current classification specification or other official job description for the position on file with the Personnel Director; and
2. The new or additional tasks and responsibilities do not represent an out-of-class assignment.

ARTICLE 13 - LABOR-MANAGEMENT COMMITTEE

13.1 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.

13.2 Labor-Management Leadership Committee -- The Labor-Management Leadership Committee ("LMLC") 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 parties' representatives to the LMLC will be determined in accordance with the LMLC Charter.

ARTICLE 14 - GENERAL CONDITIONS

14.1 Unless otherwise stipulated in this Agreement, terms shall have the meaning given to them in the Personnel Rules.

14.2 Words denoting gender in this agreement are intended to apply equally to either sex.

14.3 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.

14.4 Disciplinary action for employees who are covered by Civil Service shall be governed by Personnel Rule 1.3.

14.5 The City agrees to reopen this Agreement if it passes legislation related to the calculation of service credit.

ARTICLE 15 - RETIREMENT

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

15.2 Effective January 5, 2011, all employees covered by the Seattle City Employees Retirement System shall make contributions to the retirement fund at the rate of 9.03% of the compensation of each such member, exclusive of overtime, and effective January 4, 2012, all employees covered by this Agreement shall make contributions to the retirement fund at the rate of 10.03% of the compensation of each such member, exclusive of overtime. The City will pay interest on missed retirement contributions due through July 17, 2012, and each employee will pay any interest on missed retirement contributions that accrues after July 17, 2012. All missed retirement contributions and interest will be paid by December 31, 2012.

ARTICLE 16 – SUBORDINATION OF AGREEMENT

16.1 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.

16.2 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 17 – SAVINGS CLAUSE

17.1 If an article of this Agreement or any addendum 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 18 – ENTIRE AGREEMENT

18.1 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.

18.2 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 19- TERM OF AGREEMENT

19.1 This Agreement shall become effective upon signature, and shall remain in effect through January 31, 2014. Written notice must be served by both parties of their intent to terminate or modify this Agreement at least ninety (90) but not more than one hundred and twenty (120) days prior to January 31, 2014. Any modifications requested by either party shall be presented at the parties' first meeting, and any modifications requested at a later date shall not be subject to negotiations, unless mutually agreed upon by both parties.

Signed this 18th day of October, 2012

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL 21-C

Bill Dennis, Staff Representative

CITY OF SEATTLE
Executed under authority of
Ordinance No. 124005

David Bracilano, Director of Labor Relations

Michael McGinn, Mayor

APPENDIX A – STRATEGIC ADVISORS AND MANAGERS

A-1.1. TITLES REPRESENTED - The Union shall represent the following classifications in the Strategic Advisor/Manager Discretionary Pay Program.

Effective January 5, 2011, the salary range for these classifications shall be as follows:

Job Code	Position Description	Minimum	Maximum
09603	Manager1,CSPI&P-BU	32.45	48.67
09618	Manager1,Engrng&Plans Rev-BU	32.45	48.67
09600	Manager1,Exempt-BU	32.45	48.67
09615	Manager1,Fin,Bud,&Actg-BU	32.45	48.67
09609	Manager1,General Gov't-BU	32.45	48.67
09633	Manager1,Info Tech-BU	32.45	48.67
09627	Manager1,P&FM-BU	32.45	48.67
09624	Manager1, PC&RM-BU	32.45	48.67
09621	Manager1,Utils-BU	32.45	48.67
09604	Manager2,CSPI&P-BU	35.38	53.07
09619	Manager2,Engrng&Plans Rev-BU	35.38	53.07
09601	Manager2,Exempt-BU	35.38	53.07
09616	Manager2,Fin,Bud,&Actg-BU	35.38	53.07
09610	Manager2,General Gov't-BU	35.38	53.07
09634	Manager2,Info Tech-BU	35.38	53.07
09628	Manager2,P&FM-BU	35.38	53.07
09625	Manager2,PC&RM-BU	35.38	53.07
09622	Manager2,Utils-BU	35.38	53.07
09605	Manager3,CSPI&P-BU	38.70	58.06
09620	Manager3,Engrng&Plans Rev-BU	38.70	58.06
09602	Manager3,Exempt-BU	38.70	58.06
09617	Manager3,Fin,Bud,&Actg-BU	38.70	58.06
09611	Manager3,General Gov't-BU	38.70	58.06
09635	Manager3,Info Tech-BU	38.70	58.06
09629	Manager3,P&FM-BU	38.70	58.06
09626	Manager3,PC&RM-BU	38.70	58.06
09623	Manager3,Utils-BU	38.70	58.06
09639	StratAdvsr1,CSPI&P-BU	32.45	48.67
09654	StratAdvsr1,Engrng&Plans Rev-BU	32.45	48.67
09636	StratAdvsr1,Exempt-BU	32.45	48.67
09651	StratAdvsr1,Fin,Bud,&Actg-BU	32.45	48.67
09645	StratAdvsr1,General Gov't-BU	32.45	48.67
09669	StratAdvsr1,Info Technol-BU	32.45	48.67
09663	StratAdvsr1,P&FM-BU	32.45	48.67

Job Code	Position Description	Minimum	Maximum
09660	StratAdvsr1,PC&RM-BU	32.45	48.67

09657	StratAdvsr1,Utils-BU	32.45	48.67
09640	StratAdvsr2,CSPI&P-BU	35.38	53.07
09655	StratAdvsr2,Engrng&Plans Rev-BU	35.38	53.07
09637	StratAdvsr2,Exempt-BU	35.38	53.07
09652	StratAdvsr2,Fin,Bud,&Actg-BU	35.38	53.07
09646	StratAdvsr2,General Gov't-BU	35.38	53.07
09670	StratAdvsr2,Info Technol-BU	35.38	53.07
09661	StratAdvsr2,PC&RM-BU	35.38	53.07
09664	StratAdvsr2,P&FM-BU	35.38	53.07
09658	StratAdvsr2,Utils-BU	35.38	53.07
09641	StratAdvsr3,CSPI&P-BU	38.70	58.06
09656	StratAdvsr3,Engrng&Plans Rev-BU	38.70	58.06
09638	StratAdvsr3,Exempt-BU	38.70	58.06
09653	StratAdvsr3,Fin,Bud,&Actg-BU	38.70	58.06
09647	StratAdvsr3,General Gov't-BU	38.70	58.06
09671	StratAdvsr3,InfoTechnol-BU	38.70	58.06
09665	StratAdvsr3,P&FM-BU	38.70	58.06
09662	StratAdvsr3,PC&RM-BU	38.70	58.06
09659	StratAdvsr3,Utils-BU	38.70	58.06

Effective January 4, 2012, the salary range for these classifications shall be as follows:

Job Code	Position Description	Minimum	Maximum
09603	Manager1,CSPI&P-BU	33.03	49.55
09618	Manager1,Engrng&Plans Rev-BU	33.03	49.55
09600	Manager1,Exempt-BU	33.03	49.55
09615	Manager1,Fin,Bud,&Actg-BU	33.03	49.55
09609	Manager1,General Gov't-BU	33.03	49.55
09633	Manager1,Info Tech-BU	33.03	49.55
09627	Manager1,P&FM-BU	33.03	49.55
09624	Manager1, PC&RM-BU	33.03	49.55
09621	Manager1,Utils-BU	33.03	49.55
09604	Manager2,CSPI&P-BU	36.02	54.02
09619	Manager2,Engrng&Plans Rev-BU	36.02	54.02
09601	Manager2,Exempt-BU	36.02	54.02
09616	Manager2,Fin,Bud,&Actg-BU	36.02	54.02
09610	Manager2,General Gov't-BU	36.02	54.02
09634	Manager2,Info Tech-BU	36.02	54.02
09628	Manager2,P&FM-BU	36.02	54.02
09625	Manager2,PC&RM-BU	36.02	54.02
09622	Manager2,Utils-BU	36.02	54.02

Job Code	Position Description	Minimum	Maximum
09605	Manager3,CSPI&P-BU	39.40	59.10
09620	Manager3,Engrng&Plans Rev-BU	39.40	59.10
09602	Manager3,Exempt-BU	39.40	59.10

09617	Manager3,Fin,Bud,&Actg-BU	39.40	59.10
09611	Manager3,General Gov't-BU	39.40	59.10
09635	Manager3,Info Tech-BU	39.40	59.10
09629	Manager3,P&FM-BU	39.40	59.10
09626	Manager3,PC&RM-BU	39.40	59.10
09623	Manager3,Utils-BU	39.40	59.10
09639	StratAdvsr1,CSPI&P-BU	33.03	49.55
09654	StratAdvsr1,Engrng&Plans Rev-BU	33.03	49.55
09636	StratAdvsr1,Exempt-BU	33.03	49.55
09651	StratAdvsr1,Fin,Bud,&Actg-BU	33.03	49.55
09645	StratAdvsr1,General Gov't-BU	33.03	49.55
09669	StratAdvsr1,Info Technol-BU	33.03	49.55
09663	StratAdvsr1,P&FM-BU	33.03	49.55
09660	StratAdvsr1,PC&RM-BU	33.03	49.55
09657	StratAdvsr1,Utils-BU	33.03	49.55
09640	StratAdvsr2,CSPI&P-BU	36.02	54.02
09655	StratAdvsr2,Engrng&Plans Rev-BU	36.02	54.02
09637	StratAdvsr2,Exempt-BU	36.02	54.02
09652	StratAdvsr2,Fin,Bud,&Actg-BU	36.02	54.02
09646	StratAdvsr2,General Gov't-BU	36.02	54.02
09670	StratAdvsr2,Info Technol-BU	36.02	54.02
09661	StratAdvsr2,PC&RM-BU	36.02	54.02
09664	StratAdvsr2,P&FM-BU	36.02	54.02
09658	StratAdvsr2,Utils-BU	36.02	54.02
09641	StratAdvsr3,CSPI&P-BU	39.40	59.10
09656	StratAdvsr3,Engrng&Plans Rev-BU	39.40	59.10
09638	StratAdvsr3,Exempt-BU	39.40	59.10
09653	StratAdvsr3,Fin,Bud,&Actg-BU	39.40	59.10
09647	StratAdvsr3,General Gov't-BU	39.40	59.10
09671	StratAdvsr3,InfoTechnol-BU	39.40	59.10
09665	StratAdvsr3,P&FM-BU	39.40	59.10
09662	StratAdvsr3,PC&RM-BU	39.40	59.10
09659	StratAdvsr3,Utils-BU	39.40	59.10

A.2.1 - Wage Compression

City Light will review nine specified manager positions for wage compression issues. Conditions for eligibility for wage compression review included satisfactory performance, that any compression is not due to special subject matter expertise of subordinate, and that any final wage adjustment cannot exceed the pay band. Decisions on pay adjustments related to compression will be communicated to the employee by October 23, 2012 and retroactive to January 4, 2012.

A.3.1 - Seattle City Light Strategic Advisors and Managers ("SAM")
2012 Discretionary Base Pay Adjustments and Performance Pay Awards Reviews

The City will make discretionary base pay adjustments and performance pay awards using 2011 performance reviews and criteria used for non-represented strategic advisors and managers, as set

forth in Appendix D. Final decisions on base pay adjustments and performance pay awards for 2011 will be communicated no later than November 2, 2012. Employees will have an opportunity to have the union present for a meeting to discuss the pay decision. If there are no challenges to the decision, the pay adjustment will show in the November 30, 2012 pay check. Any base pay adjustment is retroactive to January 4, 2012. All management decisions are final and not subject to the grievance procedure.

The City will make discretionary base pay adjustments and performance pay awards using 2012 performance reviews and criteria used for non-represented strategic advisors and managers, as set forth in Appendix D. Authorization for this pay program in 2012 is subject to approval by the Executive and the City Personnel Director, which will not be decided until December 2012. All management decisions are final and not subject to the grievance procedure.

A.3.2 - Seattle City Light Strategic Advisors and Managers ("SAM")
2013 Discretionary Base Pay Adjustments and Performance Pay Awards

Seattle City Light will provide base pay adjustments to employees in the SAM program based upon the following criteria:

- Improvements in key performance metric results
- Demonstrated efficiencies or business process improvements
- Market pay for comparable job duties in comparable public utility organizations
- Retention
- Internal alignment
- Increasing job scope/ responsibilities
- Learning Curve

Satisfactory job performance is required to be considered for a base pay increase. Adjustments to base pay will be considered annually after receipt of a completed performance review. Mid year adjustments based on the defined criteria could be made on a case by case basis.

All adjustments in base pay will be based upon the criteria identified above.

Pay adjustments cannot exceed the pay band for the employee's job classification.

Adjustments to base pay will be made based on individual performance and market salary data.

Salary decisions are not subject to the grievance procedure.

Manager and Strategic Advisor Performance Incentive Plan

Brief Summary

In order to reward exceptional performance and to establish metrics that support SCL's Long Term Strategic Plan goals, Seattle City Light is proposing implementing a Performance Incentive Plan for managers and strategic advisors.

The Performance Incentive Plan would provide incentive pay to managers and strategic advisors based on a scorecard of organizational, business unit, work unit (managers) and individual measures. Each measure will constitute a percentage of contribution to the overall calculation. The calculations are outlined below and differ for managers and strategic advisors.

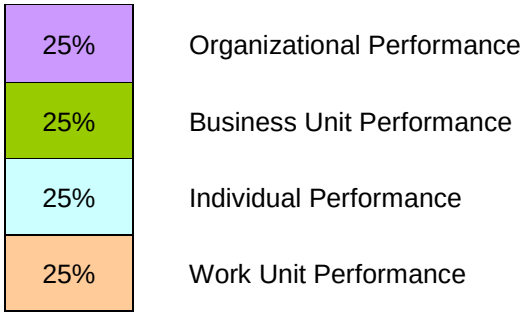
Participants will be eligible to earn up to an 8% lump sum bonus. Performance incentive pay is not added to base pay. Any incentive award shall be considered a part of regular compensation, prorated annually, for purposes of withholding retirement contributions and calculating retirement benefits for Strategic Advisors and Managers who are members of the City Employees Retirement System.

Authorization of Pay for Performance Plan

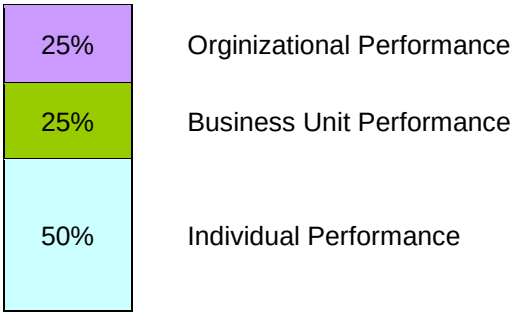
The Performance Incentive Plan will be in effect if authorized by the appointing authority by Jan 31st of the plan year. The authorization of the plan will be based in part on recent financial and organizational performance. If the incentive plan is authorized, performance incentive pay will be available to Managers and Strategic Advisors.

Performance Measures and Weighting

Once the pay for performance is authorized, actual payout amounts will be based on a scorecard of the components: organizational, business unit, work unit (managers) and individual measures, as shown below.



Manager



Strategic Advisors

Calculating Performance and Goal Setting

Performance goals for each year will be set by January 31st of the plan year as a part of the regular business planning process.

Performance Goal Setting

Organizational Performance goals - Established by the Superintendent
Business Unit Performance goals – Established by the Business Unit Officer
Work Unit Performance goals – Established by the Division Director with input from Manager
Individual Performance goals – Established by the Division Director with input from the Manager/Strategic Advisor

Each plan measure will have a defined "target" and "outstanding" level of performance. Target performance should be set to plan, representing stretch but achievable goals (e.g. 50-60% likelihood). Outstanding performance should represent a level of performance that is well above plan. (e.g. 15-20% likelihood of achievement).

Implementation/Eligibility Details

Employees must have a minimum of 6 months service by December 31st to be eligible and must be a regular employee at the time that incentive pay is awarded. Performance incentive pay will be pro-rated for individuals with 6 to 11 months of service as of December 31st. Incentive awards decisions are final and not subject to grievance procedures. Employees that do not have overall satisfactory performance during the plan year will not be eligible for an award.

Projected Program Implementation Timeline

- Base Pay Adjustment using expanded criteria – January 2013
- Development of incentive program goals – November 2012
- Authorization of Incentive Program – No later than January 31, 2013
- Payment of incentive awards - January 2014

APPENDIX B – SALARIED SUPERVISORS

B-1.1 TITLES REPRESENTED - The term "FLSA-Exempt" means the employee is compensated on a salary basis rather than through hourly wages and is therefore exempt from the Fair Labor Standards Act ("FLSA") provision with respect to overtime compensation. The Union shall represent the following FLSA-exempt supervisor classifications at City Light.

Effective January 5, 2011, the wages shall include a 0.6% increase and shall be as follows:

Job Code	Job Title	Step1	Step 2	Step 3	Step4	Step 5
09676	Capital Prjts Coord Supv-BU	40.42	41.99	43.56	45.28	46.91
09679	Energy Plng Supv-BU	35.18	36.59	38.00	39.51	40.98
09685	Mgmt Systs Anlyst Supv-BU	38.74	40.18	41.76	43.28	44.94
09087	Plng&Dev Spec, Supvsng-BU	38.00	39.51	40.98	42.54	44.14

B-1.2 Effective January 4, 2012, wages for the classifications listed above in B-1.1 shall be increased by 1.8% as follows:

Job Code	Job Title	Step1	Step 2	Step 3	Step4	Step 5
09676	Capital Prjts Coord Supv-BU	41.15	42.75	44.34	46.10	47.75
09679	Energy Plng Supv-BU	35.81	37.25	38.68	40.22	41.72
09685	Mgmt Systs Anlyst Supv-BU	39.44	40.90	42.51	44.06	45.75
09087	Plng&Dev Spec, Supvsng-BU	38.68	40.22	41.72	43.31	44.93

B-1.2A Effective January 4, 2012, wages for the following classification shall by increased by 15% as follows:

Job Code	Job Title	Step1	Step2	Step 3	Step 4	Step 5
09679	Energy PlngSupv-BU	$41.18	$42.84	$44.49	46.26	47.98

B-1.3 Effective January 2, 2013, wages for the classifications listed above in B-1.1 shall be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2010 through June 2011 to the period August 2011 through June 2012, provided, however, that said percentage increase shall not be less than zero.

APPENDIX C- HOURLY SUPERVISORS

C-1.1 TITLES REPRESENTED - The term "FLSA-eligible" means the employee is compensated on an hourly basis and is eligible for overtime compensation. The Union shall represent the following FLSA-eligible classifications at City Light.

Effective January 5, 2011, the wages shall include a 0.6% increase and shall be as follows:

Job Code	Job Title	Step1	Step 2	Step 3	Step4	Step 5
09675	Bldg/Facilities Opns Supv-BU	25.47	26.41	27.43	28.52	29.63
09677	Credit&Colls Supv-BU	29.63	30.81	32.03	33.22	34.52
09678	Elecl Constr&Maint Supv-BU	48.42	50.39	52.34		
09680	Facility Techl Supv-BU	29.63	30.81	32.03	33.22	34.52
09681	Food Svc Supv-BU	29.05				
09682	Generation Supv-BU	44.45	46.21	48.08	49.95	51.94
09683	Mat Controller Supv-BU	32.63	33.82	35.18	36.59	38.00
09684	Mat Handling Supv,General-BU	30.81	32.03	33.22	34.52	35.85
69688	Mech Supv,Generation-BU	35.18	36.59	38.00	39.51	40.98

C-1.2 Effective January 4, 2012**,** wages for the classifications listed above in C-1.1 shall be increased by 1.8% as follows:

Job Code	Job Title	Step1	Step 2	Step 3	Step4	Step 5
09675	Bldg/Facilities Opns Supv-BU	25.93	26.89	27.92	29.03	30.16
09677	Credit&Colls Supv-BU	30.16	31.36	32.61	33.82	35.14
09678	Elecl Constr&Maint Supv-BU	49.29	51.30	53.28		
09680	Facility Techl Supv-BU	30.16	31.36	32.61	33.82	35.14
09681	Food Svc Supv-BU	29.57				
09682	Generation Supv-BU	45.25	47.04	48.95	50.85	52.87
09683	Mat Controller Supv-BU	33.22	34.43	35.81	37.25	38.68
09684	Mat Handling Supv,General-BU	31.36	32.61	33.82	35.14	36.50
69688	Mech Supv,Generation-BU	35.81	37.25	38.68	40.22	41.72

C-1.3 Effective January 2, 2013, wages for the classifications listed above in C-1.1 shall be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period August 2010 through June 2011 to the period August 2011 through June 2012, provided, however, that said percentage increase shall not be less than zero.

C-2 <u>HOURS OF WORK</u>

C-2.1 Employees working in hourly positions in the Supervisor Unit, when necessary, shall be allowed to make necessary adjustments in their daily work hours required to fulfill their normal job responsibilities. If no adjustment of work hours is necessary, their work day

shall normally be eight (8) consecutive hours of work except for that period designated as meal time.

C-2.2 The work week shall consist of forty (40) hours of work within a five (5) day period.

C-2.3 All work performed by employees outside of the forty (40) hour work week shall be compensated for at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.

C-2.4 With mutual agreement between employees and management, employees in this unit may work an alternate work schedule.

C-3.1 EXTRAORDINARY OVERTIME - Extraordinary overtime for hourly employees will be granted in accordance with SMC 4.20.230 – 4.20.250 and Personnel Rule 3.6, as authorized by the Appointing Authority.

C-4.1 HOLIDAY PAY - Work on a holiday shall be provided in accordance with Personnel Rule 3.6.

C-5.1 COMPENSATORY TIME - Compensatory time shall be provided in accordance with Personnel Rule 3.6.

C-6.1 OVERTIME MEAL COMPENSATION - Overtime Meal Compensation shall be provided in accordance with Personnel Rule 3.6.

C-7.1 CALLBACK PAY- When an hourly employee is called back to work after the end of his or her normal workday or on a scheduled day off, the minimum compensation shall be for 2 hours. Call back pay is effective once the employee arrives at the worksite.

C-8.1 STANDBY PAY – Standby pay shall be provided in accordance with Personnel Rule 3.8.

C-9.1 MEAL AND REST BREAKS – Meal and rest breaks shall be provided in accordance with Personnel Rule 9.3.

C-10.1 TRAVEL – Out-of-area travel is governed by Personnel Rule 5.2.

C-11.1 PROVISIONS SPECIFIC TO SKAGIT

C-11.1.1 SKAGIT ON-CALL - The City and the Union agree that each Skagit Generation Supervisor will receive an extra one (1) hours pay (at the overtime rate) for each day of the regular pay period as "on-call" pay for their off duty hours. The current arrangement allows for 10 hours pay each pay period, and this will change that arrangement to 14 days per pay period. A Generation Supervisor will be designated as the primary contact with the others as back-up to be contacted should the primary Supervisor become temporarily unavailable.

C-11.2 SKAGIT HOUSING - All existing Generation Supervisors assigned to the Skagit Project will receive City–owned housing and utilities at no cost to the employee. This provision applies only to incumbents in the Generation Supervisor title at the Skagit project at the signing of this agreement. Management reserves the right to discontinue this practice when filling future vacancies in this title.

C-11.1.3 SKAGIT MOVING EXPENSES - Upon retirement or death of an employee required to reside in City-provided housing at the Skagit Project (Newhalem or Diablo) the City shall pay all reasonable moving expenses of the employee's household goods to Seattle or an equivalent distance from the housing location/address, providing the move is made within thirty (30) days after the death or retirement of the employee.

C-11.1.4 SKAGIT POWERHOUSE AND DAM RULES - Management reserves the right to assign work described in the Generation Supervisor class specification. Management further reserves the right to set reporting relationships and organizational structure. In the interest of providing stability in the workforce, management will make every effort to assign the generation supervisor to one of the functional roles for a minimum of 2 years prior to rotating them to a new assignment. In any case, 30 days notice will be provided prior to rotating assignments.

APPENDIX D

2012 Performance Discretionary Base Pay Adjustment and Performance Pay Award Guidelines

Overview

☐

Eligible employees – Regularly appointed City Light Directors, Executives and non-represented Strategic Advisors and Managers that are active employees as of the date of the award.

☐

Performance Pay Awards (PPA) - Employees are eligible to receive a lump sum of up to 8% of annual base pay for performance in 2011. The employee must have been regularly appointed to the eligible position by June 30, 2011.

☐

Discretionary Base Pay Adjustments – Employees are eligible to receive base pay salary adjustments for performance up to the top of the pay band. However, City Light must not exceed 2.5% in overall base pay adjustments in 2012 for all discretionary pay programs.

☐

Funding

o

Each Business Unit will be allocated a pool of 2.5% of eligible employees' base pay to fund base pay adjustments.

o

Each Business Unit will be allocated a pool of 5% of eligible employees' base pay to fund lump sum performance pay awards.

☐

Total Compensation for individual employees may be awarded in the following ways:

PPA (lump sum award) plus a base pay adjustment

PPA award and no base pay adjustment

Base pay adjustment and no PPA award

No base pay adjustment and no PPA award

☐

Human Resources with appropriate management will determine which combination of compensation to award based on 2011 performance, relevant salary information for each eligible employee and historical base pay adjustments.

☐

Human Resources will host a workshop and facilitate a discussion on process.

☐

Performance pay will be awarded based on meeting common performance goals i.e. budget management, compliance, completion of performance evaluations and the executive

competencies from the Officer and Director Annual Performance Evaluation Form. These competencies also apply to non-represented strategic advisor and managers.

Performance Competencies	
Job Knowledge and Quality	Decision making and problem solving
Customer Service	Interpersonal and communication skills
Human Resource Management	Integrity
Accountability	Financial/Budget Management
Strategic Thinking	Community & Diversity
Compliance	Project Management
Operational excellence, safety, and stewardship	Overall contribution to advance the mission and vision of City Light

APPENDIX E

Memorandum of Agreement Between
The City of Seattle and The Washington State Council
of County and City Employees, AFSCME, AFL-CIO
Regarding Voluntary Recognition of Seattle City Light Units
(AMENDED DECEMBER 2011)

WHEREAS, the Washington State Council of County and City Employees, AFL-CIO, AFSCME AFL-CIO (WSCCCE) has submitted a petition for investigation of a question concerning representation to the Washington State Public Employment Relations Commission (PERC), seeking to represent, for collective bargaining purposes, all managers, supervisors and strategic advisors employed by the City of Seattle in the Seattle City Light department (SCL); and

WHEREAS, WSCCCE has submitted signed Authorization for Representation cards to PERC representing more than sixty-five percent (65%) of the employees in each of the classifications of manager, supervisor and strategic advisor; and

WHEREAS, WSCCCE has requested that the City of Seattle voluntarily recognize WSCCCE as the exclusive bargaining representative for these SCL employees;

WHEREAS, during the course of the bargaining relationship, the parties have agreed to exclude from the bargaining units additional positions as confidential, as listed below in #1;

NOW THEREFORE, the parties signatory to this Memorandum of Agreement agree to the following:

1. The City of Seattle voluntarily recognizes WSCCCE as the exclusive bargaining representative for all managers, supervisors and strategic advisors in SCL;

   Representation by WSCCCE shall comprise three distinct bargaining units: one for managers, one for supervisors and one for strategic advisors;

   The following employees are confidential employees under the Public Employee Collective Bargaining Act and related regulations, and they are therefore excluded from the bargaining units:

   Berle Hardie – HR Business Unit, Labor Relations Coordinator
   Patsy Taylor – HR Business Unit, Labor Relations Coordinator
   Jay Pickett – Boundary Manager
   Vacant – Skagit Manager
   Janis Kawamura-HR Business Unit, Strategic Advisor II
   Gary Maehara-Strategic Advisor 3 Exempt in the Superintendent's Office (OOC as HR Talent Director)
   Jennifer Greenlee-Strategic Advisor 2 Exempt in HR (Employee Relations Advisor)
   Jen Swidler-Manager 2 Exempt in HR (Talent Acquisition Manager)
   Olga Segovia-Manager 1, General Government in HR (Employee Services Manager)-currently ~~Anna-Lyn Hurlbut, Admin Staff Asst is filling in OOC to backfill in this position as Olga is on leave~~
   Vacant-Strategic Advisor 2, General Government in HR (Workforce Development Manager)
   Darin Reinke-Payroll Supervisor in HR
   Fanny Nguyen-Safety Supervisor in HR
   Kevin Davis-Safety Supervisor in HR

2. To resolve continuing disputes over confidential exclusions, the parties agree that five (5) positions selected by the City shall be excluded from WSCCCE jurisdiction. The City shall have full discretion in selecting such excluded positions, except that no employee who is working in a position represented in the manager, supervisor or strategic advisor units created herein on the date this agreement is executed shall be excluded. The City shall retain its right to designate any of the five excluded positions regardless of whether it chooses to do so at any given time, unless the parties choose to change the number of excluded positions through mutual agreement.

   The positions selected by the City will remain excluded until the City notifies the WSCCCE in writing that a particular position will no longer be excluded, and that another position is to be considered excluded in its stead. The effective date of such change shall be thirty (30) days after the date of such notice. The employee in the position that is no longer excluded will be required to comply with any union security provisions in a collective bargaining agreement negotiated by the parties. An employee who moves out of an excluded position to a position covered by any collective bargaining agreement negotiated by the parties will also be required to comply with any union security provisions therein.

   This Memorandum of Agreement constitutes complete resolution of all issues raised by WSCCCE's petition for investigation of a question concerning representation. Nothing in this Memorandum shall serve to revise the scope of the three units described above.

   For as long as this Memorandum of Agreement is in effect, the parties shall refrain from filing any unit clarification petition with PERC for the purpose of accreting any or all of the excluded positions to any current or newly created bargaining units.

3. Employees in the units described herein will not perform the following sensitive Human Resources/Labor Relations work involving managers, strategic advisors and/or supervisors represented by this bargaining unit: providing final approval for salary setting for managers, strategic advisors and supervisors; participating in discipline recommendations (e.g., Comparables committee, discipline establishment/changes in discipline polices/practices); attendance at pre-Loudermill meetings with the Appointing Authority related to managers, strategic advisors and/or supervisors; providing final recommendations to Executive level management on performance management of managers, strategic advisors and/or supervisors; acting as lead HR representative at mediation or arbitration involving strategic advisors/managers/supervisors; acting with delegated authority to authorize settlement of complaints; approving contracting out of manager/strategic advisor/supervisor work; acting with delegated authority to provide departmental approval on classification reviews for strategic advisors/managers/supervisors; acting with independent authority to develop or implement programs or policies related to managers/strategic advisors/supervisors. These restrictions will not adversely impact the classification and/or compensation of existing employees in the positions.

4. The parties agree that the bargaining units described herein shall be considered a single unit exclusively for the purpose of union jurisdictional matters.

5. The parties agree that wages and other forms of compensation paid for work performed between the date of this Agreement and the execution of any Initial collective bargaining agreement for the bargaining units referred to in Paragraph 1, above, shall be subject to negotiations. Such negotiations may include discussions of retroactivity of wages, hours and working conditions between the date of this Agreement and the execution of any initial collective bargaining agreement. The provisions of this paragraph shall serve and be referred to as a "Christie Agreement."

6. This Memorandum of Agreement shall be in effect on the date it is fully executed.

For the City of Seattle:

12-28-11

David Bracilano — Date
Labor Relations Director

For WSCCCE, AFSCME:

12/28/11

William F. Dennis — Date
Director of Research

For Seattle City Light:

12-28-11

Davonna Johnson — Date
Human Resources Director

APPENDIX F

Memorandum of Agreement Between
The City of Seattle and the Washington State Council of County and City Employees – Local 21-C, AFSCME, AFL-CIO
Regarding Excluding Certain Seattle City Light Employee(s) from the bargaining unit

WHEREAS, Local 21-C and the City of Seattle voluntarily recognized Local 21-C as the exclusive bargaining representative for these SCL employees;

WHEREAS, Local 21-C represents for collective bargaining purposes, all managers, supervisors and strategic advisors employee by the City of Seattle in the Seattle City Light department (SCL);

WHEREAS, Local 21-C and the City of Seattle agreed to exclude certain positions and personnel by memorandum of agreement;

WHEREAS, the City of Seattle and Seattle City Light have employees(s) whose jobsite is located in the State of Idaho where Right to Work Laws apply;

WHEREAS, Idaho state law indicates that no person shall be required, as a condition of employment, or continuation of employment, to become or remain a member of a labor organization.

NOW Therefore, the parties' signatories to this Memorandum of Agreement agree to the following:

The Generation Supervisor position located at the Lucky Peak Power Plant Project in Boise, ID currently filled by Thomas Nelson is excluded from the Supervisor bargaining unit.

This Memorandum of Agreement shall be in effect on the date it is fully executed.

For the City of Seattle

1-4-12

David Bracilano Date
Labor Relations Director

For Local 21-C, AFSCME:

1/3/12

William F. Dennis Date
Director of Research

For Seattle City Light

1/3/12

DaVonna Johnson Date
Human Resources Officer