SEATTLE CITY COUNCIL

Legislative Summary

CB 118809

Record No.: CB 118809 **Type:** Ordinance (Ord) **Status:** Passed

Version: 1 **Ord. no:** Ord 125146 **In Control:** City Clerk

File Created: 09/07/2016

Final Action: 09/29/2016

Title: AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the International Brotherhood of Electrical Workers Local No. 77, Construction Maintenance Equipment Operator Unit; and ratifying and confirming certain prior acts.

Notes:

Sponsors: Burgess

	Date
Filed with City Clerk:	9/29/2016
Mayor's Signature:	9/29/2016
Vetoed by Mayor:	
Veto Overridden:	
Veto Sustained:	

Attachments:

Drafter: sarah.butler@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File **Legal Notice Published:** ☐ Yes ☐ No

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	09/13/2016	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	09/13/2016	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
	Notes:						
1	Council President's Office	09/15/2016	sent for review	Full Council			
	Action Text: The Council Bill (CB) was sent for review. to the Full Council						
	Notes:						
1	Full Council	09/19/2016	referred	Full Council			
	Action Text: The Council Bill (CB) was referred. to the Full Council						
	Notes:						
1	Full Council	09/26/2016	passed				Pass

Action Text: The Motion carried, the Council Bill (CB) was passed by the following vote, and the President signed the Bill:

Notes: Motion was made and duly seconded to pass Council Bill 118809.

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

Opposed: 0

1	City Clerk	09/28/2016	submitted for Mayor's signature	Mayor
1	Mayor	09/29/2016	Signed	

Action Text: The Council Bill (CB) was Signed.

Notes:

1	Mayor	09/29/2016	returned	City Clerk

Action Text: The Council Bill (CB) was returned. to the City Clerk

Notes:

1	City Clerk	09/29/2016	attested by City Clerk	

Action Text: The Ordinance (Ord) was attested by City Clerk.

Notes:

CITY OF SEATTLE

ORDINANCE 125146

COUNCIL BILL 118809

AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the International Brotherhood of Electrical Workers Local No. 77, Construction Maintenance Equipment Operator Unit; and ratifying and confirming certain prior acts.

WHEREAS, the previous agreement between The City of Seattle and the International Brotherhood of Electrical Workers Local No. 77, Construction Maintenance Equipment Operator Unit, that established wages, hours, benefits, and other conditions of employment expired on December 31, 2013; and

WHEREAS, employees represented by the International Brotherhood of Electrical Workers Local No. 77, Construction Maintenance Equipment Operator Unit, continued to work after the agreement expired on condition that the subject of their wages, hours, benefits, and other conditions of employment continue to be negotiated; and

WHEREAS, collective bargaining has led to an agreement between The City of Seattle and the International Brotherhood of Electrical Workers Local No. 77, Construction Maintenance Equipment Operator Unit; and

WHEREAS, Ordinance 125507 authorized appropriation authority to cover compensation authorized in the collective bargaining agreement attached to this ordinance;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of The City of Seattle ("City") to execute a collective bargaining agreement between the City and the International Brotherhood of Electrical

Workers Local No. 77, Construction Maintenance Equipment Operator Unit, substantially in the form attached to this ordinance as Attachment 1 and identified as "Agreement by and between The City of Seattle and the International Brotherhood of Electrical Workers Local No. 77 Construction Maintenance Equipment Operator Unit."

Section 2. Any act consistent with the authority and prior to the effective date of this ordinance is ratified and confirmed.

Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 26th day of September, 2016, and signed by me in open session in authentication of its passage this 26th day of September, 2016.

President _____ of the City Council

Approved by me this 29th day of September, 2016.

Edward B. Murray, Mayor

Filed by me this 29th day of September, 2016.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Attachment 1 –Agreement by and between The City Of Seattle and the International Brotherhood of Electrical Workers Local No. 77 Construction Maintenance Equipment Operator Unit

AGREEMENT

by and between

THE CITY OF SEATTLE

and the

INTERNATIONAL

BROTHERHOOD OF

ELECTRICAL WORKERS

Local No. 77

Construction Maintenance Equipment Operator Unit

Effective January, 1, 2014 through December 31, 2018

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
PREAMBLE		3
PURPOSE OF THIS AGREEMENT		4
ARTICLE 1	– NON DISCRIMINATION	5
ARTICLE 2	– RECOGNITION OF BARGAINING UNIT	6
ARTICLE 3	– UNION MEMBERSHIP AND DUES	7
ARTICLE 4	– DURATION, MODIFICATION AND CHANGES	9
ARTICLE 5	– MANAGEMENT RIGHTS	10
ARTICLE 6	– GRIEVANCE PROCEDURE	11
ARTICLE 7	– LABOR MANAGEMENT COMMITTEES	14
ARTICLE 8	– WORK STOPPAGE	15
ARTICLE 9	– SICK, FUNERAL, EMERGENCY LEAVE	16
ARTICLE 10	– MEDICAL CARE, DENTAL CARE, VISION CARE	21
ARTICLE 11	– ANNUAL VACATIONS	23
ARTICLE 12	– HOLIDAYS	25
ARTICLE 13	– RETIREMENT	27
ARTICLE 14	– HOURS OF WORK AND OVERTIME	28
ARTICLE 15	– UNEMPLOYMENT COMPENSATION	33
ARTICLE 16	– UNION REPRESENTATIVES	34
ARTICLE 17	– SAFETY AND WORKERS COMPENSATION	35
ARTICLE 18	– WORK OUT-OF-CLASS	37
ARTICLE 19	– MISCELLANEOUS	39
ARTICLE 20	– CLASSIFICATIONS AND WAGES	43
ARTICLE 21	– SAVINGS CLAUSE	46
ARTICLE 22	– TERM OF AGREEMENT	47
APPENDIX A		48

Agreement

by and between

THE CITY OF SEATTLE

and the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, Local 77

Construction Maintenance Equipment Operator Unit

Effective January 1, 2014 through December 31, 2018

PREAMBLE

THIS AGREEMENT is between the City of Seattle (herein after called the City) and the International Brotherhood of Electrical Workers Local Union No. 77 (herein after 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.

PURPOSE OF THIS AGREEMENT

The City and the Union recognize that harmonious relations should be maintained between them and with the public. The City, the Union and the public have a common and sympathetic interest in the operation of an effective and efficient municipal government. All will benefit by a continuous peace and by adjusting any differences which may arise to establish the conference and consultative machinery and procedures hereinafter provided for the following purposes:

1. To provide for fair and reasonable rates of pay, hours and working conditions for employees of the City.

2. To insure the making of appointments and promotions as provided under Article XVI of the City Charter.

3. To promote stability of employment and establish satisfactory tenure.

4. To provide for improvement and betterment programs designed to aid the employees in achieving their acknowledged and recognized objectives as outline in this agreement.

5. To promote the highest degree of efficiency and responsibility in the performance of the work and the accomplishment of the public purposes of the City.

6. To adjust properly all disputes arising between them related to the matters covered by this Agreement.

7. To promote systematic labor-management cooperation between the City and its employees.

ARTICLE 1. NONDISCRIMINATION

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, gender identity, political ideology, ancestry or the presence of any sensory, mental or physical handicap unless based on a bona fide occupational qualification reasonably necessary to the operations of the City.

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

ARTICLE 2. RECOGNITION AND BARGAINING UNIT

2.1 The City hereby recognizes the Union as the exclusive collective bargaining representative, for the purposes stated in RCW 41.56, for the bargaining unit as defined by the Public Employment Relations Commission certification contained in Appendix A of this Agreement.

2.2 The parties agree to meet for disclosure, discussion and if requested negotiations (if necessary) prior to the assignment of any regular part time Construction and Maintenance Equipment Operators and/or Senior Equipment Operators.

ARTICLE 3. UNION MEMBERSHIP AND DUES

3.1 The City recognizes the Union's right to encourage all employees in the bargaining unit to become and remain members in good standing of the Union, and the Union accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status. Neither party shall discriminate against any employee or applicant for employment on account of membership in or non-membership in any labor union or other employee organization.

3.2 The City agrees to deduct from the pay check of each employee, who has so authorized it, the regular initiation fee and regular monthly dues uniformly required to members of the Union or the alternative biweekly Union service fees required of temporary employees per Section 3.4. 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. The performance of this function is recognized as a service to the Union by the City. The Union shall indemnify and save harmless the City against any and all liability resulting from dues deductions.

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

3.4 A temporary employee may, in lieu of the Union membership requirements set forth within Section 3.2, pay a Union service fee in an amount equivalent to one and one-half percent (1 ½%) of the total gross earnings received by the temporary employee for all hours worked within the bargaining unit each biweekly pay period, commencing with the thirty-first (31st) day following the temporary employee's first date of assignment to perform bargaining unit work.

3.5 In accordance with RCW 41.56.122, employees covered by this agreement who for bona fide religious tenets or teachings of a church or religious body who are forbidden from joining a union shall contribute monthly 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.

3.6 Failure by an employee to abide by the above provisions shall constitute cause for discharge of such employee; provided that when the employee fails to fulfill the above obligation, The Union shall provide the employee, the City Director of Labor Relations and the affected Department Head with thirty (30) days' written notification of the Union's intent of

discharge action, and during this period the employee may make restitution in the amount which is overdue.

3.7 If the employee has not fulfilled the above obligation by the end of the Union's thirty (30) calendar day discharge notification period, the Union will thereafter notify the affected Department Head in writing, with a copy to the City Director of Labor Relations and employee, of such employee's failure to abide by Article 3, Section 3. In this notice the Union will indicate whether or not it is still seeking the discharge of the employee for failure to abide by the terms of the labor agreement between the City and the Union.

ARTICLE 4. DURATION, MODIFICATION AND CHANGES

4.1 This agreement shall become effective January, 1, 2014 and shall remain in effect through December 31, 2018. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) but not more than one hundred and twenty (120) days prior to December 31, 2018. Any modifications requested by either party must be submitted to the other party no later than ninety (90) days prior to the expiration of this Agreement, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

4.2 A Wage Review Committee shall be convened by the City to hear and rule on wage relationship adjustments proposed by Local 77. Requests for such adjustments, together with justification therefore, must be presented to the City Director of Labor Relations in writing with endorsement by the Union no later than 30 days prior to the expiration of the Agreement, but not earlier than July of that year. A request for wage adjustment of a particular class will be considered only once during the period of the Agreement. A written report of the Wage Review Committee on each request shall be made within 45 days of the hearing and forwarded to the Union. If the Union desires a review of the Committee's reply, it shall be granted and be held no later than 30 days from the request of the meeting. Wage relationship adjustments approved by the Committee shall be applied at the same time as the next general wage settlement and effective the same date as the settlement.

ARTICLE 5. MANAGEMENT RIGHTS

5.1 The right to hire, promote, discharge for just cause, improve efficiency determine the work schedules and location of Department headquarters are examples of management prerogatives. The City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.

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

5.3 The Union recognizes the City's right to establish and/or revise performance evaluation system(s). Such system(s) may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees. In establishing new and/or revising existing evaluation system(s), the City shall meet prior to implementation with the Labor-Management committee to jointly discuss such performance standards.

5.4 The City agrees that performance standards shall be reasonable.

ARTICLE 6. GRIEVANCE PROCEDURE

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

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

6.2.1 Grievances shall be filed at the Step in which there is authority to adjudicate such grievance within twenty (20) business days of the alleged contract violation. (Business days are defined as Monday through Friday excluding recognized city holidays [not to include personal holidays].)

6.3 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.

Step 1: As the initial step, the grievance shall be presented by the Union Steward to the employee's immediate supervisor (who is outside of the Bargaining Unit) in writing stating the section of the agreement allegedly violated within twenty (20) business days of the alleged contract violation. The immediate supervisor shall provide a written response within ten (10) business days after being notified of the grievance with a copy of the response provided to the Union Steward and the employee.

Step 2: If no settlement is arrived at in Step 1, the grievance may be referred in writing by the employee or the steward to the Business Manager or designee of the Union. If the Business Manager or designee decides that the grievance should be forwarded to the Department HR Director or designee and the City Director of Labor Relations or designee, he/she shall submit it in writing within ten (10) business days after the Step 1 response. The grievance should set forth the following:

1. A statement of the nature of the grievance and the facts upon which it is based.
2. The remedy or correction which it is desired that the City will make.
3. The Section or Sections of the Agreement relied upon as being applicable thereto.
4. When a grievance is so presented, the Department HR Director or designee shall, within ten (10) business days schedule a meeting to discuss the grievance. The City shall reply in writing within ten (10) business days from the date of the meeting. Should the parties agree to forego such a meeting, the City shall, within ten (10) business days from the grievance being so presented, investigate and reply to the Union in writing.

Step 3: If no settlement is reached at Step 2, the grievance shall be submitted within ten (10) business days after the Step 2 answer or if the contract grievance is initially submitted at Step 3, within twenty (20) business days, to the Director of Labor Relations, or his/her designee shall convene a meeting between representatives from the Union and representative from the City who shall endeavor to settle the grievance. The Director of Labor Relations or his/her designee shall make a confidential recommendation to the affected Department Head who shall, in turn, give the Union an answer in writing within ten (10) business days after the meeting between the parties.

Grievance Mediation

By mutual agreement, the parties to this Agreement, the Union and the City may submit the grievance for mediation under the City's mediation model after Step 3 and prior to arbitration.

Step 4: If the difference or complaint 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. Such reference to arbitration will be made within twenty (20) business days of the expiration of the settlement period enumerated in Step 3, and will be accompanied by the following information:

1. Identification of Section(s) of Agreement allegedly violated.
2. Nature of the alleged violation.
3. Question(s) which the arbitrator is being asked to decide.
4. Remedy sought.
5. Statement of facts.

a. In lieu of the procedure described above, the City and the Union may mutually agree to select an arbitrator to decide the issue.

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

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

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 the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
2. 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.
3. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.
4. The decision of the arbitrator regarding any arbitrable difference shall be final, conclusive and binding upon the City, the Union and the employees involved.

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

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

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

ARTICLE 7. LABOR MANAGEMENT COMMITTEES

7.1 The parties agree that Labor-Management Committees (LMCs) are established and authorized, consistent with applicable laws and the terms of this Agreement, to interpret, apply, resolve issues and interests affecting Labor and/or Management consistent with the following principles:

1. To provide for improvement programs designed to aid employees in achieving their acknowledged and recognized objectives as outlined in this agreement.
2. To promote the highest degree of efficiency and responsibility in the performance of the work and the accomplishment of the public purposes of the Employer.
3. To resolve disputes arising between the Employer and the Union relating to matters covered by this agreement. The parties shall not make unilateral changes in the terms of this Collective Bargaining Agreement.
4. To promote systematic labor/management cooperation between the Employer and its employees.

7.2 The LMCs do not waive or diminish Management rights and do not waive or diminish Union rights of grievance or bargaining. The parties recognize that the LMCs may not be able to resolve every issue.

7.3 Meetings - The parties agree that the Labor Management Committees between the following City departments and the Union shall meet periodically as designated below, and that each committee shall be comprised of representatives from Management and the Union.

Seattle Department of Transportation (SDOT): quarterly basis.
Seattle Public Utilities: quarterly basis.
Parks and Recreation Department: as needed.

7.4 Additional meetings can 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.

ARTICLE 8. WORK STOPPAGES

8.1 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. Specifically, the Union shall not cause or condone any work stoppage, strike, slowdown, or other interference with City functions by employees under this Agreement.

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

ARTICLE 9. SICK, FUNERAL, EMERGENCY LEAVE

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

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

9.1.1 All employees while on sick leave shall make themselves available for such investigation, medical or otherwise, as may be ordered by the Seattle Human Resources Director or the Department. While on sick leave, the employee shall provide himself/herself with reasonable medical care and treatment. Abuse of sick leave shall be grounds for suspension or dismissal. Unlimited sick leave credit may be accumulated.

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

Employees shall have two choices:

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

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

9.3 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.

9.4 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.

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

9.5.1 Upon request by the employing unit, an employee shall provide documentation verifying cancellation of his or her child's school, day care, or other childcare service or program for sick leave use greater than four days for reasons authorized in Article 9.1.f of this Agreement.

9.5.2 An employing authority may also require that a request for paid sick leave to cover absences greater than four days for reasons set forth under Article 9.1.g of this Agreement be supported by verification that the employee or employee's family member is a victim of domestic violence, sexual assault, or stalking, and that the leave taken was for a reason eligible as set out in RCW 49.76.030. An employee may satisfy such request by providing documentation as set out in RCW 49.76.040(4).

9.6 Conditions Not Covered – Employees shall not be eligible for sick leave when:

1. Suspended or on leave without pay and when laid off or on other non-pay status.
2. Off work on a holiday.
3. An employee works during his free time for an Employer other than the City of Seattle and his/her illness or disability arises therefrom.

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

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

shall notify the immediate supervisor as far as possible in advance of the scheduled time to report for work.

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

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

9.10.1 Rate of Pay for Sick Leave Used - An employee who uses paid sick leave shall be compensated at the rate of pay he or she would have earned had he or she worked as scheduled, with the exception of overtime (See Article 9.10.2). For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for those hours missed due to sick leave. (See also Article 14.8 for sick leave use and rate of pay for standby duties).

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

9.11 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.

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

9.13 Bereavement/Funeral Leave – Regular employees shall be allowed one (1) day off without salary deduction for bereavement purposes in the event of the death of any close relative; provided however, where attendance at a funeral requires total travel of two hundred (200) miles

or more, one (1) additional day with pay shall be allowed; provided further, the Department Head may, when circumstances require and upon application stating the reasons therefore, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one (1) period of absence. In like circumstances and upon like application the Department Head may authorize for the purpose of attending the funeral of a relative other than a close relative, a number of days off work not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse or domestic partner, child, mother, stepmother, father, stepfather, brother, sister, grandchild, grandfather or grandmother of the employee or spouse or domestic partner, and the term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, nephew or the spouse or domestic partner of the brother, sister, child or grandchild of the employee or spouse or domestic partner.

9.13.1 Bereavement/funeral leave may be allowed for bereavement purposes and/or attendance at the funeral of any other relative as allowed by Seattle Municipal Code (SMC) 4.28.020. Such relatives shall be determined as close relatives or relatives other than close relatives pursuant to the terms of SMC 4.28.020 for purposes of determining the extent of Bereavement/Funeral leave or sick leave allowable as provided for in Section 9.13. In the event SMC 4.28.020 is repealed in whole or in part by an initiative, the parties shall renegotiate this provision in accordance with the terms of Article 7.

9.14 One (1) day emergency leave per Agreement year without loss of pay may be taken with approval of the employee's supervisor and/or department head when it is necessary that the employee be off work in the event of a serious illness or accident of a member of the immediate family, or an unforeseen occurrence with respect to the employee's household, either of which necessitates immediate action on the part of the employee. The "immediate family" is limited to the spouse, domestic partner, children and parents of the employee. The "household" is defined as the physical aspects of the employee's residence.

9.15 Sabbatical Leave – Regular employees covered by this agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code, chapter 4.33.

9.16 Military Deployment – Regular employees covered by this agreement shall be eligible for the wage supplement, and medical, dental, and vision services coverage, and optional insurance coverage for eligible dependents when mobilized by the United States Armed Forces, as provided by Seattle Municipal Code 4.20.180.

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

9.18 Paid Leave for 2010 Furloughs - Employees who furloughed in 2010 shall be granted the equivalent number of hours furloughed to be used as paid leave. The employee shall receive half the allotted hours in 2016, and half in 2017. In no case shall employees receive more than eighty (80) hours of leave. Employees shall use such leave in full-day increments to the extent possible. The hours provided in 2016 must be used within twelve (12) months of the date of the legislation

of this Agreement. The hours provided in 2017 must be used within twelve (12) months of the date in 2017 that the leave is added to the employee's leave balances. There will be no carry over of hours from one twelve (12) month period to the next. Employees must be in regular or benefit eligible temporary status in order to receive this benefit. In the case that the employee did not take furlough days in 2010 because they had planned to retire, and then elected not to retire and subsequently "paid" for those furlough days, they will be compensated with the same leave.

ARTICLE 10. MEDICAL CARE, DENTAL CARE, VISION CARE

10.1 Through the term of this agreement the Employer shall maintain the current Medical, Dental and Vision plans and benefits as identified for "Most City Employees".

10.1.1 The medical, dental and vision plans offered by the City do not have to remain exactly the same as the programs in effect upon the effective date of this Agreement, but the medical/dental benefits shall remain substantially the same. The City may, at its discretion, change the insurance carrier for any of the medical, dental or vision benefits covered above and provide an alternative plan through another carrier. Any contemplated modifications(s) to the medical or dental benefits afforded under the existing health care program(s) or a change in carrier(s) shall first be discussed with the Union party to this Agreement.

10.2 Through the term of this agreement the Employer shall annually contribute one hundred percent (100%) of the first seven percent (7%) increase in the total medical premium and eighty-five percent (85%) of any increase in addition to the seven percent (7%) necessary to maintain the current medical plans and benefits. Employees shall annually contribute fifteen percent (15%) of any increase in addition to the Employers first seven percent (7%) increased contribution necessary to maintain the current medical plans and benefits. Through the term of this agreement the Employer shall continue to pay one hundred percent (100%) of the Dental and Vision premiums necessary to maintain the current Dental and Vision plans and benefits.

10.3 Annually the Employer shall provide bargaining unit employees an open enrollment period to select and/or change plan selection and enrollment consistent with all other City employees. The enrollment notification and time period shall be consistent with all other City employees.

10.4 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 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:

10.4.1 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.

10.4.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Sections 10.5 or 10.5.1 to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.

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

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

10.5.1 During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any long-term disability benefits covered by Section 10.6 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.

10.5.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2013 for the base plan; provided further, such cost shall not exceed the maximum limitation on the City's premium obligation per calendar year as set forth within Section 10.6.

10.6 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.

10.7 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.

ARTICLE 11. ANNUAL VACATIONS

11.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 11.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

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

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

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

.....30 .....(240) 480
....

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

11.5 Employees may, with Department approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.

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

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

11.8 The minimum vacation allowance to be taken by an employee shall be one-half (1/2) of a day, or with Department approval a lesser amount may be taken.

11.9 An employee who separates from 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 accrued.

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

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

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

ARTICLE 12. HOLIDAYS

12.1 The following day or days in lieu thereof shall be considered as holidays without salary deductions:

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

12.2 An employee must be on pay status on the regularly scheduled workday immediately preceding or immediately following a holiday to be entitled to holiday pay and new employees and 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; provided, that short authorized absences of not to exceed four (4) days' duration shall not be considered in the application of the preceding portion of this subsection, and provided further, that no combination of circumstances whereby two (2) holidays are affected by the foregoing proviso may result in payment for more than one (1) of such holidays. Employees who work less than a full calendar year shall be entitled only to those holidays, Monday to Friday inclusive, which fall within their work period. Employees quitting work or discharged for cause shall not be entitled to pay for holidays following their last day of work.

12.3 Holidays falling on Saturday or Sunday shall be recognized and paid on those actual days for employees regularly scheduled to work those days. Payment will be made only once for any holiday.

12.3.1 Employees who have either:

1. Completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (Article 11.2) or
2. are accruing vacation at a rate of .0615 or greater (Article 11.3)

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 12.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

12.4 Individuals employed before June 1 of a calendar year shall be entitled to two (2) personal holidays for use in that calendar year. Individuals employed after June 1 shall be entitled to one personal holiday for use in that calendar year. After their initial calendar year of employment,

employees shall be eligible for two personal holidays each calendar year. Personal holidays may not be carried over for use in subsequent year.

12.5 Employees will be required to obtain supervisory approval forty-eight (48) hours in advance for use of personal holidays. Supervisors may waive the required notice based on minimum disturbance to operations. Once scheduled, this holiday will not be changed except when the employees and supervisor mutually agree to a change. If employees are required to work on their scheduled personal holiday, they will be paid in accordance with Section 12.6.

12.6 An employee who has been given at least forty-eight (48) hours advance notification and who is required to work on a holiday shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive one and one-half (1½) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive one and one-half (1½) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

12.7 In the event an employee is required to work without having been given at least a forty-eight (48) hours advance notification on a holiday he/she normally would have off with pay, said employee shall be paid for the holiday at his/her regular straight-time hourly rate of pay and, in addition, he/she shall receive two (2) times his/her regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive two (2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

ARTICLE 13. RETIREMENT

13.1 Pursuant to Ordinance 78444 as amended, all employees shall be covered by the Seattle City Employees Retirement System.

13.1.1 Effective January 1, 2017, consistent with Ordinance 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

ARTICLE 14. HOURS OF WORK AND OVERTIME

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

14.1.1 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.

14.2 Meal Period – Employees shall receive a meal period which shall be no less than one-half (1/2) hour nor more than one (1) hour in duration and shall be without compensation. For scheduled meal periods, employees shall be permitted to travel to a location near the worksite that has clean toilet facilities and a place to eat.

14.3 Rest Breaks – Employees covered by this Agreement shall be provided a fifteen (15) minute period during each half of their workday. Employees shall be compensated at their prevailing wage for time spent while on rest breaks.

14.4 Overtime – All time worked in excess of eight (8) hours in any one (1) shift or over forty (40) hours in any work week shall be considered as overtime and shall be paid for at the overtime rate of two (2) times the straight-time hourly rate of pay. All overtime work must be authorized in advance by the supervisor or crew chief.

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

a. A written record of compensatory time earned and used shall be maintained by the employee's department.

b. Accumulation and use of compensatory time shall be in accordance with the employee's departmental policy. Compensatory time may be accumulated up to a maximum of eighty (80) hours (40 hours at the applicable OT rate)

c. Scheduling the use of any compensatory time will be by mutual agreement of the employee and their supervisor. Supervisor shall arrange comp time for employees on such schedules as will lease interfere with the functions of the department but which accommodate the desires of the employees to the greatest degree feasible.

d. Authorized accumulated compensatory time hours (not to exceed the maximum allowable balance) will be cashed out upon separation from employment. Authorized accumulated compensatory time hours will be cashed out upon transfer or promotion to an ineligible title.

14.6 Regular Construction and Maintenance Equipment Operators shall have the first right of refusal for scheduled overtime within the work unit and shift prior to assignment of overtime to an out-of-class or temporary employee. When unscheduled overtime is required to complete a specific work assignment, that is currently being performed by an out-of-class or temporary employee, that overtime may be assigned to the out-of-class or temporary employee.

14.7 Call Back – Employees who are called back to work after completing their regular shift shall be granted at lease the equivalent of two (2) hours pay at the applicable overtime rate.

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

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

14.8 Standby Duty – Whenever an employee is placed on Standby Duty, the employee shall call within fifteen (15) minutes after being contacted and, when necessary, report as directed. Employees who are placed on Standby Duty by the City shall be paid at a rate of ten percent (10%) of the employee's straight-time hourly rate of pay. An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.

14.8.1 When an employee is required to return to work while on Standby Duty, the Standby Duty pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 14.7 (Call Back).

14.9 In extended emergency situations such as widespread water emergencies or natural disasters, without prior notice, City Departments may switch to two (2) twelve (12) hours shifts until the emergency is resolved.

14.10 Shift Differential – An employee who is scheduled to work not less than four (4) hours of his/her regular work shift during the evening (swing) or night (graveyard) shift shall receive the following shift premium pay for all scheduled hours worked during such shift.

Swing Shift Graveyard Shift

$0.65 per hour $0.90 per hour

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

Swing Shift	Graveyard Shift
$0.75 per hour	$1.00 per hour

1. The above shift premium shall apply to time worked as opposed to time off with pay, and therefore, shall not apply to vacation, holiday pay, funeral leave or other paid leave benefits.

2. Overtime shall be computed from the employee's base pay and shall not include the shift premium pay.

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

14.11 Meal Reimbursement – When an employee is specifically directed by the City to work two (2) hours or longer at the end of his/her normal work shift of at least eight (8) hours or work two (2) hours or longer at the end of his/her shift of at least eight (8) hours when he/she is called in to work on his/her regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a reasonably priced meal away from his place of residence as a result of such additional hours of work, the employee shall be reimbursed the "reasonable cost" of such meal in accordance with Seattle Municipal code (SMC) 4.20.325. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment indicating the time of the meal no later than forty-eight (48) hours from the beginning of his/her next regular shift; otherwise, the employee shall be paid ten dollars ($10) in lieu of reimbursement for the meal.

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

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

   2. In determining "reasonable cost" the following shall also be considered:
      a. The time period during which the overtime is worked.
      b. The availability of reasonably priced eating establishments at that time.

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

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

C. When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to his/her normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 14.11A and 14.11B; provided however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a minimum of ten ($10) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

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

14.13 Implementation of a four (4) day/ten (10) hour work schedule, forty (40) hour work week, or other alternative work schedule shall be subject to consultation and agreement with the Union. In administering the four (4) day/ten (10) hour work schedule, 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. It will be clearly established whether an alternative work schedule is applicable for a temporary employee.

A. For employees who work a four (4) day/ten (10) hour schedule, 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 Tuesday, Wednesday, 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.

B. Employees, including those on alternate work schedules, shall receive 8 hours pay per holiday (except as identified in 12.2).

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

   1. Employees may revert back to a 5-day/8-hour work schedule, forty (40) hour work week, in which the holidays falls, if available.

2. Employees may use vacation or compensatory time to supplement the 8-hour holiday pay to achieve full pay for the work week without making other scheduling adjustments, or at the employees' discretion, to be unpaid.
3. By mutual agreement, pre-arranged between the employee and his or her supervisor, employees may work beyond their normally scheduled workday hours to make up holiday hours. These holiday make-up hours will not be counted as overtime and must be worked during the work week in which the holiday falls. In the event that a request for a modified holiday work week schedule cannot be accommodated, such denial shall not be arbitrary or capricious.

ARTICLE 15. UNEMPLOYMENT COMPENSATION

15.1 Employees covered by this Agreement are included under the City's self-insured Unemployment Insurance Program. The unemployment compensation will meet the following criteria:

15.1.1 Provide coverage for full-time regular employees who have completed one continuous year of service with the City immediately preceding layoff; provided, however, an employee who is on authorized leave of absence during the year immediately prior to layoff shall be deemed in continuous employment immediately preceding such layoff for purposes of eligibility for unemployment compensation benefits as provided herein, but such leave time when taken without pay shall not be included in the computation of the one-year requirement.

15.1.2 Coverage will only apply to those employees who are laid off.

15.1.3 Employees who are receiving compensation under this program must provide evidence of actively seeking employment.

15.1.4 The weekly benefit will be the same as that of the State of Washington Unemployment Compensation Program, but shall be good for twenty-six (26) weeks only (no extended benefits).

15.2 Under no circumstances shall an employee be entitled to the City of Seattle unemployment compensation benefit while drawing a similar benefit from another source.

ARTICLE 16. UNION REPRESENTATIVES

16.1 The authorized representatives of the Union signatory to this Agreement shall be allowed admission to any job at any reasonable time for the purpose of investigating conditions existing on the job. Such authorized labor representatives shall confine their activities during such investigations to matters relating to this Agreement, and will first make their presence known to the management.

16.2 The Business Manager and/or Representative shall have the right to appoint a Steward at any shop or on any job where workmen are employed under the terms of this Agreement. The Steward shall see that the provisions of this Agreement are observed, and he shall be allowed reasonable time to perform these duties during regular working hours. The City shall be furnished with the names of Stewards so appointed. Under no circumstances shall the City dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to alleged violation of any provision of the Agreement.

ARTICLE 17. SAFETY AND WORKERS COMPENSATION

17.1 All work shall be done in a competent and safe manner, and in accordance with the State of Washington Safety Codes. Where higher standards are specified by the City as more appropriate than those called for as a minimum by State Construction Code, the City standards shall prevail.

17.2 The Department and Union recognize safe working conditions to be essential to the parties signatory to this Agreement. As such no employee shall be required to operate unsafe equipment or work with unsafe material where adequate safeguards are not provided. An employee shall not be disciplined or suffer any loss of wages if any of the conditions described herein actually prevail.

17.3 The employee has the duty and privilege of immediately reporting hazardous conditions to the employee's crew chief or supervisor. If the supervisor or crew chief determines that the equipment or material is safe because the safeguards are adequate and the employee still has a concern, then the departmental Safety Officer shall be called upon to make a final determination. The City recognizes that the individual employee also has the right, in compliance with appropriate State and/or Federal laws, to report the hazardous condition directly to the State of Washington, Department of Labor and Industries, Division of Safety.

17.4 All employees covered by this Agreement shall be provided first aid training in compliance with the State Construction Code.

17.5 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 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.

17.6 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 or other paid leave may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation or other paid leave is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability 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 17.5 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 17.5.

17.7 Such compensation shall be authorized by the Seattle Department of Human Resources Director or his/her designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise

to such employee's claim for compensation under Seattle Municipal Code 4.44, as now or hereinafter amended.

17.8 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, if medically possible, provides twenty-four (24) hours' notice of such meeting or examination.

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

17.9 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 17.6. 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 17.6.

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

17.11 Sick leave shall not be used for any disability herein described except as allowed in Section 17.6.

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

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

ARTICLE 18. WORK OUT-OF-CLASS

18.1 When duties of an employee assigned to an out of class position are clearly outside the scope of an employee's regular classification for a period of four (4) consecutive hours, he/she shall be paid at the out-of-class rate while performing such duties and accepting such responsibility. Proper authority for making the out-of-class assignment shall be a supervisor and/or Crew Chief. Employees must meet the minimum qualifications of the out-of-class position, and must have demonstrated or be able to demonstrate their ability to perform the duties of the class.

18.1.1 Sick leave taken in lieu of working a scheduled out-of-class assignment must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment, or in the event of a regular appointment to the out-of-class title within twelve (12) months of the out-of-class title.

18.2 The City and the Union agree that the use of out-of-class assignments shall not be used to supplant the hiring of employees to job titles covered by this Agreement.

18.3 The City may work employees out-of-class for thirty (30) consecutive calendar days across bargaining unit jurisdictions for a period not to exceed thirty (30) consecutive calendar days.

18.4 The City may exceed the thirty (30) consecutive calendar day period for extended industrial or off-the-job injury, qualified disability of an employee or Family and Medical Leave qualifying condition.

a. The parties recognize that the City must comply with State and Federal law regarding return rights of employees who leave City service to serve in the Armed Forces of the United States. As such the parties agree that the City may exceed the thirty (30) consecutive calendar day period due to military leave of absence.

b. The parties agree that the City may exceed the thirty (30) consecutive calendar day period in order to provide the time required for the City to conduct a hiring process.

c. The Union shall be informed in writing within five (5) business days of out-of-class assignments under this provision of the collective bargaining agreement setting forth employee name, his/her job classification, full time employee position number and reason for out of class.

d. Any extension of an out-of-class assignment beyond nine (9) months requires written mutual agreement of the Union and the City.

18.5 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. Out-of-class provisions related to threshold for payment, salary step placement, service credit for step placement and payment for absences do not apply in these circumstances.

18.6 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 within a lower-paying classification dependent upon the availability of such work and subject to the approval of the City. The involved employee shall receive the salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class.

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

18.8 In cases of emergencies, employees may be required to perform work outside of their classification. In such a case the employee affected shall, whenever practicable, be under the direct supervision of a crew chief or other employee regularly performing this work.

18.9 For purposes of definition in this Agreement, "emergency" shall mean work necessitated by emergency caused by fire, flood, or danger to life, limb or property.

ARTICLE 19. MISCELLANEOUS

19.1 The Union may grieve contracting out of work, if such contract involves work normally performed by the employees covered by this Agreement, and provided that such contract is the cause of the layoff of employees covered by this Agreement.

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

19.3 ADR - The City encourages the use of alternative dispute resolution (ADR) processes to resolve non-contractual workplace conflict/disputes. Participation in the project or in an ADR process is entirely voluntary, confidential, and does not impact grievance rights.

19.4 Personnel File - The employees covered by this Agreement may examine their Departmental personnel file in the Department Human Resources Office in the presence of the Human Resources Officer/Director or a designee. Employees who disagree with material included in their personnel file are permitted to insert a statement relating to the disagreement in their personnel file.

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

19.6 Bulletin Boards - The city shall provide bulletin board space for the use of the union in areas accessible to the members of the bargaining unit. However, that said, space shall not be used for notices that are political in nature. All material posted shall be the responsibility of the shop steward and shall be officially identified as International Brotherhood of Electrical Workers. A copy of all material to be posted will be provided to the appropriate departmental Labor Relations Officer, Human Resources Manager, or designated representative prior to posting.

19.7 Mileage - All employees who are required to use their own transportation on Department business shall be reimbursed at a rate to reflect the United States Internal Revenue Service cents per mile rate as announced in that year or immediately prior thereto, for purposes of United States Income Tax deductions for use of a privately owned automobile for business purposes.

19.7.1 The cents per mile mileage reimbursement rate set forth shall be adjusted up or down to reflect the current IRS rate.

19.8 Job Changes - The schedule for the days to work and the days off go with the job and not the employee, and an employee exercising the option for the change from one job to another

assumes the days of work and days off of the new job, and anything pertaining to his/her schedule for the old job ceases at the beginning of the new job.

19.9 Meetings - Shall not be required to attend meetings called by the City except during working hours.

19.10 Transfers - Requests for transfers within classification from one crew assignment to another crew assignment need not be considered by the City when the applicant does not possess the knowledge, skill, adaptability and physical ability required for the job to which transfer is requested.

19.11 A. Clothing - Five (5) pairs of overalls shall be furnished every two (2) weeks to all Senior Construction and Maintenance Equipment Operators and Construction and Maintenance Equipment Operators beginning January 1, 2009.

B. Boots – The Department shall pay the amounts in 1 through 5 below per year per employee during the term of this agreement as a lump sum payment via payroll for the cost for purchasing protective footwear. This payment will only be made in the pay period that covers April 1st. Any questions as to the application of this article shall be resolved by the joint Labor/Management Committee.

1. Effective January 1, 2014, ninety-five dollars ($95).
2. Effective January 1, 2015, ninety-five dollars ($95).
3. Effective January 1, 2016, one hundred fifteen dollars ($115).
4. Effective January 1, 2017, one hundred thirty five dollars ($135).
5. Effective January 1, 2018, one hundred thirty five dollars ($135).

19.12 If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involves the driving of vehicles requiring the driver to have a State Commercial Driver's License (CDL), fees charged by the State for acquiring the license shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal.

19.13 The City shall make a reasonable effort to make City trucks or equipment available for skill tests.

19.13.1 In addition, employees shall be reimbursed on a one-time-only basis for fees charged for Department-approved classes offered for employees to assist them in passing this exam.

19.14 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 and all required endorsements shall be reimbursed

by the City upon the employee having successfully attained the CDL or CDL renewal. The physical exam required to obtain or renew the license may be done on City time. The City will pay as a maximum amount, the rates charged by City identified clinics for the physical exam. Employees shall be notified of clinics offering the 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. All CDL physicals co-pay will be reimbursed by the City.

19.15 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 fees associated with the background records check and fingerprinting if such endorsement is required by the job.

19.16 Nothing contained herein shall guarantee that written exams, skill test, 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.

19.16.1 In addition, employees shall be reimbursed on a one-time-only basis for fees charged for Department-approved classes offered for employees to assist them in passing this exam.

19.17 Transit Subsidy – The City shall provide a transit subsidy consistent with SMC 4.20.370.

19.18 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.

19.19 When an employee is transferred to any position in which he/she has had no previous experience, he/she shall be given a reasonable break-in period with an experienced employee in that position.

19.20 Seniority – The following seniority rules shall apply to all employees covered by this agreement:

a. All layoffs shall be conducted in accordance with the Seattle Municipal Code and the City Personnel Rules.
b. For purposes of seniority other than layoffs, all seniority shall be determined by date of hire within the applicable classification and division. Time in classification outside of the affected department shall not be included.
c. Transfers between divisions of a department shall be determined using the seniority as defined herein by first requesting volunteers from the appropriate job classification(s). If there are no volunteers, management shall utilize reverse seniority and requisite skills needed to operate the equipment for which the transfer assignment is made.

d. Departments shall provide the Union with a seniority list for all classifications and members within their respective divisions and departments whenever requested in writing by their Union business office.

19.21 The operator classification of equipment used in the Seattle Departments of Parks and Recreation, Public Utilities, and Transportation is set forth in A and B below. The operation of "A" classified equipment shall be compensated at the CMEO Sr. rate, and the operation of "B" classified equipment shall be compensated at the CMEO rate. Operator classification shall be the determining factor for purposes of compensation provided, that in the event a CMEO classified employee operates CMEO Sr. classified equipment, such employee shall be compensated at the CMEO Sr. rate consistent with Article 18 – Work Out-of-Class.

A. CMEO Senior
   1. Asphalt Milling Machine (all sizes)
   2. Asphalt Paver (all sizes)
   3. Dozer/Crawler (all sizes)
   4. Excavator/Track hoe (all sizes, wheeled and tracked)
   5. Force Feed Loader (all sizes)
   6. Mobile Crane (all sizes)
   7. Motor Grader (all sizes)

B. CMEO
   1. Backhoe (all sizes)
   2. Front Loader (all sizes)
   3. Roller (all sizes, asphalt and base)
   4. Screen-All Material Sorter
   5. Street Sweeper (all sizes)
   6. Tractor (all sizes, turf, brush cutter, mower)

19.21.1 The City and the Union agree that historical pay practices at the SPU Transfer Stations shall continue.

19.22 The Union and the City agree to the following:

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

ARTICLE 20. CLASSIFICATIONS AND RATES OF PAY

20.1 The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth within Appendix A which are attached hereto and made a part of this Agreement. The rates in Appendix A are illustrative of the increases provided in Articles 20.1.1 through 20.1.5 and any discrepancies shall be governed by those Articles.

20.1.1 Effective January 1, 2014, base wage rates shall be according to the Appendix A of this agreement, which include a 1.8% increase.

20.1.2 Effective December 31, 2014, base wage rates will be increased by 2.0%.

20.1.3 Effective December 30, 2015, wages will be increased by 2.0%.

20.1.4 Effective December 28, 2016, base wage rates will be increased by 2.5%.

20.1.5 Effective December 27, 2017, base wage rates will be increased by 2.75%.

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

20.1.7 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.

20.2 An employee, upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the position as set forth within the appropriate Appendix attached hereto.

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

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

20.2.2 Those employees who have been given step increases for periodic "work outside of classification" prior to the effective date of this Agreement shall continue at that step but shall not be given credit for future step increases, except as provided for in Section 20.2.1.

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

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

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

20.2.6 Changes in Incumbent Status Transfers - An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 20.2.1.

20.2.7 Promotions - An employee appointed to a position in a class having a higher maximum salary shall be paid at the nearest step in the higher range which (1) provides the employee who is not at the top step of his/her current salary range a dollar amount at least equal to the next step increase of the employee's current salary range, or (2) provides the employee who is at the top step of his/her current salary range an increase in pay through placement at the salary step in the new salary range which is closest to a four percent (4%) increase, provided that such increase shall not exceed the maximum step established for the higher-paying position; and provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed". However, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

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

a. If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee shall receive the maximum salary of the lower range.

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

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

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

20.3 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 ($25.00) per pay period.

c. If an employee separates from the City service before an overpayment is repaid, any remaining amount due to 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 21. SAVINGS CLAUSE

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

ARTICLE 22 - TERM OF AGREEMENT

22.1 All terms and provisions of this Agreement shall become effective upon signature of both parties unless otherwise specified elsewhere, and shall remain in full force and effect through December 31, 2018. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) but not more than one hundred twenty (120) days prior to December 31, 2018. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

22.1.1 Notwithstanding the provisions of Section 22.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement shall continue to remain in full force and effect during the course of collective bargaining, until such time as the terms of a new Agreement have been consummated, or unless consistent with RCW 41.56.123, the City serves the Union with ten (10) days' written notice of intent to unilaterally implement its last offer and terminate the existing Agreement.

Signed this _____ day of _____, 2016

IBEW LOCAL 77

By_____
Louis R. Walter
Business Manager/Secretary

By_____
Stephen M. Cant CIH
Business Representative

CITY OF SEATTLE, WASHINGTON
Executed Under Authority of

Ordinance No._____

By_____
Edward B. Murray, Mayor

By_____
David Bracilano
Director of Labor Relations

APPENDIX A

AGREEMENT BETWEEN I.B.E.W., LOCAL 77 CONSTRUCTION MAINTENANCE EQUIPMENT OPERATOR UNIT

AND

CITY OF SEATTLE

A.1 Effective January 1, 2014, hourly base wage rates shall be as follows:

Construction and Maintenance Equipment Operator	Step 1: 28.63 Step 2: 29.81 Step 3: 31.04
Construction and Maintenance Equipment Operator, Senior	32.59
Oiler Rigger	Step 1: 24.53 Step 2: 25.46

A.2 Effective December 31, 2014, hourly base wage rates shall be as follows:

Construction and Maintenance Equipment Operator	Step 1: 29.20 Step 2: 30.41 Step 3: 31.66
Construction and Maintenance Equipment Operator, Senior	33.24
Oiler Rigger	Step 1: 25.02 Step 2: 25.97

A.3 Effective December 30, 2015, hourly base wage rates shall be as follows:

Construction and Maintenance Equipment Operator	Step 1: 29.78 Step 2: 31.02 Step 3: 32.29
Construction and Maintenance Equipment Operator, Senior	33.90
Oiler Rigger	Step 1: 25.52 Step 2: 26.49

A.4 Effective December 28, 2016, hourly base wage rates shall be as follows:

Construction and Maintenance Equipment Operator	Step 1: 30.52 Step 2: 31.80 Step 3: 33.10
Construction and Maintenance Equipment Operator, Senior	34.75
Oiler Rigger	Step 1: 26.16 Step 2: 27.15

A.5 Effective December 27, 2017, hourly base wage rates shall be as follows:

Construction and Maintenance Equipment Operator	Step 1: 31.36 Step 2: 32.67 Step 3: 34.01
Construction and Maintenance Equipment Operator, Senior	35.71
Oiler Rigger	Step 1: 26.88 Step 2: 27.90