

A G R E E M E N T

by

and

between

THE CITY OF SEATTLE

and

JOINT CRAFTS COUNCIL

Effective January 1, 2019, through December 31, 2021

TABLE OF CONTENTS

| <u>ARTICLE</u> | <u>TITLE</u> | <u>PAGE</u> |
|----------------|---|-------------|
| | PREAMBLE..... | iii |
| ARTICLE 1 – | RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT | 1 |
| ARTICLE 2 – | NON-DISCRIMINATION | 9 |
| ARTICLE 3 – | UNION ENGAGEMENT AND PAYROLL DEDUCTIONS | 10 |
| ARTICLE 4 – | CLASSIFICATIONS AND RATES OF PAY | 12 |
| ARTICLE 5 – | HOURS OF WORK AND OVERTIME | 16 |
| ARTICLE 6 – | HOLIDAYS | 23 |
| ARTICLE 7 – | ANNUAL VACATION | 25 |
| ARTICLE 8 – | SICK LEAVE, BEREAVEMENT LEAVE, EMERGENCY LEAVE AND VEBA | 28 |
| ARTICLE 9 – | INDUSTRIAL INJURY OR ILLNESS | 34 |
| ARTICLE 10 – | PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD..... | 36 |
| ARTICLE 11 – | TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL | 40 |
| ARTICLE 12 – | HEALTH &, DENTAL CARE, LIFE & LONG-TERM DISABILITY INSURANCE .. | 46 |
| ARTICLE 13 – | RETIREMENT | 49 |
| ARTICLE 14 – | GENERAL CONDITIONS | 50 |
| ARTICLE 15 – | JOINT CRAFTS COUNCIL AND LABOR MANAGEMENT COMMITTEES | 62 |
| ARTICLE 16 – | WORK STOPPAGES AND JURISDICTIONAL DISPUTES..... | 64 |
| ARTICLE 17 – | RIGHTS OF MANAGEMENT..... | 65 |
| ARTICLE 18 – | SUBORDINATION OF AGREEMENT..... | 66 |
| ARTICLE 19 – | ENTIRE AGREEMENT | 67 |
| ARTICLE 20 – | GRIEVANCE PROCEDURE..... | 68 |
| ARTICLE 21 – | SAVINGS CLAUSE..... | 74 |
| ARTICLE 22 – | DISCIPLINARY ACTIONS | 75 |
| ARTICLE 23 – | TERM OF AGREEMENT | 76 |

APPENDICES OF THE JOINT CRAFTS COUNCIL

| | |
|--|-----|
| APPENDIX A – UNITE HERE LOCAL 8 | 79 |
| APPENDIX B – INLANDBOATMEN’S UNION OF THE PACIFIC | 81 |
| APPENDIX C – INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES & MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES AND CANADA LOCAL 15 | 83 |
| APPENDIX D – INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 46..... | 98 |
| APPENDIX E – INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 763 | 104 |
| APPENDIX F – INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117 | 106 |
| APPENDIX G – INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES DISTRICT COUNCIL 5..... | 115 |
| APPENDIX H – SHEET METAL, AIR, RAIL & TRANSPORTATION WORKERS INTERNATIONAL ASSOCIATION LOCAL 66 | 121 |
| APPENDIX I – PUBLIC SERVICE AND INDUSTRIAL EMPLOYEES LOCAL 1239, SECURITY OFFICERS..... | 123 |
| APPENDIX J – PUBLIC SERVICE AND INDUSTRIAL EMPLOYEES LOCAL 1239 | 129 |
| APPENDIX K – INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, LOCAL 104 | 148 |
| APPENDIX L – INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 302..... | 151 |
| APPENDIX M – JANUS MEMORANDUM OF UNDERSTANDING | 154 |

THIS AGREEMENT is by and between THE CITY OF SEATTLE, hereinafter referred to as the City, and the JOINT CRAFTS COUNCIL, hereinafter referred to as the Council comprised of the following Unions, hereinafter referred to as the Unions, each on its own behalf and in behalf of its own definition of "employee" as set forth within ARTICLE I of this Agreement:

UNITE HERE, Local No. 8

InlandBoatmen's Union of the Pacific

International Alliance of Theatrical Stage Employees & Moving Picture Technicians, Artists, and Allied Crafts of the United States and Canada, Local No. 15

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local No. 104

International Brotherhood of Electrical Workers, Local No. 46

International Brotherhood of Teamsters, Local No. 763

International Brotherhood of Teamsters, Local No. 117

International Union of Painters and Allied Trades District Council No. 5

Public Service and Industrial Employees, Local No. 1239

Sheet Metal Air, Rail, & Transportation Workers International Association, Local No. 66

Public Service and Industrial Employees, Local No. 1239, Security Officers

International Union of Operating Engineers, Local No. 302

ARTICLE 1 – RECOGNITION, BARGAINING UNIT AND TEMPORARY EMPLOYMENT

1.1 The City recognizes the respective Unions as the exclusive collective bargaining representatives for the purpose stated in Chapter 108, Extra Session Laws of 1967 of the State of Washington for employees employed within the bargaining units defined in Appendices A through L of this Agreement. For purposes of this Agreement and the bargaining units described herein, the following definitions shall apply:

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

1.1.2 The term "probationary employee" shall be defined as an employee who is within their first twelve (12) month trial period of employment following their initial regular appointment within the classified service.

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

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

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

1.1.6 The terms temporary employee and temporary worker shall be defined to include both temporary and less than half time employees and means a person who is employed in a temporary assignment defined as one of the following types:

- A. Position Vacancy - An interim assignment(s) for up to one (1) year to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent; or
- B. Incumbent Absence - An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position when the incumbent is temporarily absent; or
- C. Short-term Assignment - An assignment for up to one (1) year, to perform work in response to emergency or unplanned needs such as peak workload,

special project, or other short-term work that does not recur and does not continue year-to-year; or

D. Less than Half-time Assignment - For seasonal, on-call, intermittent or regularly scheduled work that normally does not exceed one thousand forty (1040) hours in a year, except as provided by Personnel Rule 11; or

E. Term-limited Assignment: An assignment to perform time-limited work of more than one (1) but less than three (3) years for:

1. Special time-limited project work that is clearly outside the routine work performed in the department and that requires skills and qualifications that are not typically used by the department; or
2. Replacement of a regularly appointed employee who is assigned to special term-limited project work; or
3. Replacement of a regularly appointed employee whose absence of longer than one (1) year is due to disability time loss, military leave of absence, or authorized absence for medical reasons.

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

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

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

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

1.1.8 The term "interim basis" shall be defined as an assignment of a regular or probationary employee or employees to fill a vacancy in a position for a short period while said position is waiting to be filled by a regularly appointed employee.

1.2 Temporary employees shall be exempt from all provisions of this Agreement except Sections 1.2; 1.2.1; 1.2.2; 1.2.2.1; 1.2.2.2; 1.2.3; 1.2.3.1; 1.2.4; 1.2.5 (only applies if Temporary Employees are benefited); 1.2.6; 1.2.7; 1.2.8; 1.2.9; 1.2.10; 1.2.11; 1.2.12, 1.2.13, 1.2.14; 3.1.1; 5.1.1; 5.1.2; 5.1.3; 5.2; 5.4; 5.4.1; 5.4.2; 5.4.3; 5.4.4; 5.4.5; 5.6; 5.6.2 (only applies if Temporary Employees are benefited); 14.5; 14.5.1; 14.6.1; 14.6.2, 14.6.3; 14.10; 14.11; 14.12; 14.13; 14.18; 14.29; 14.29.1; 14.29.2; 14.29.3; 14.29.4; and Article 20, Grievance Procedure; provided however, temporary employees shall be covered by the

Grievance Procedure solely for purposes of adjudicating grievances relating to Sections identified within this Section. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, the Personnel Rule 11 shall apply and be subject to the grievance procedure as provided for in Article 20.

1.2.1 Temporary employees who are not in benefits-eligible assignments shall be paid for all hours worked at the first pay step of the hourly rates of pay set forth within the appropriate Appendix covering the classification of work in which the employee is employed. Temporary employees who are in a benefits-eligible assignment shall receive step increases consistent with Article 4.2.1 and 4.2.4 and 4.2.5.

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

- A. 0001st hour through 0520th hour 5% premium pay
- B. 0521st hour through 1,040th hour 10% premium pay
- C. 1,041st hour through 2,080th hour 15% premium pay (If an employee worked 800 hours or more in the previous twelve [12] months, they shall receive twenty percent [20%] premium pay.)
- D. 2,081st hour + 20% premium pay (If an employee worked eight hundred [800] hours or more in the previous twelve [12] months, they shall receive twenty-five percent [25%] premium pay.)
- E. The appropriate percentage premium payment shall be applied to all gross earnings.

1.2.2.1 Once a temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the City without a voluntary break in service as set forth within Section 1.2.8. Non-overtime hours already worked by an existing temporary employee shall apply in determining the applicable premium rate. In view of the escalating and continuing nature of the premium, the City may require that a temporary employee be available to work for a minimum number of hours or periods of time during the year.

1.2.2.2 The premium pay in Section 1.2.2 does not include either increased vacation pay due to accrual rate increases or the City's share of any retirement contributions. Any increase in a temporary employee's vacation accrual rate percentage shall be added on to the premium pay percentages for the temporary employee to whom it applies.

1.2.3 Medical, Dental and Vision Coverage to Temporary Employees who are not in Benefits-Eligible Positions - Once a temporary employee has worked at least

one thousand forty (1,040) cumulative non-overtime hours and at least eight hundred (800) non-overtime hours or more in the previous twelve (12) months, the employee may within ninety (90) calendar days thereafter elect to participate in the City's medical, dental and vision insurance programs by agreeing to pay the required monthly premium. To participate, the temporary employee must agree to a payroll deduction equal to the amount necessary to pay the monthly health care premiums, or the City, at its discretion, may reduce the premium pay of the employee who chooses this option in an amount equal to the insurance premiums. The temporary employee must continue to work enough hours each month to pay the premiums and maintain eligibility. After meeting the requirements stated in this Section, a temporary employee shall also be allowed to elect this option during any subsequent open enrollment period allowed regular employees. An employee who elects to participate in these insurance programs and fails to make the required payments in a timely fashion shall be dropped from City medical, dental and vision coverage and shall not be able to participate again while employed by the City as temporary unless the employee is converted from receiving premium pay to receiving benefits. If a temporary employee's hours of work are insufficient for their pay to cover the insurance premium, the temporary employee may, on no more than one occasion, pay the difference, or self-pay the insurance premium, for up to three (3) consecutive months.

1.2.3.1 Cumulative sick leave computed at the same rate and with all benefits and conditions required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210 shall be granted to all temporary employees not eligible for fringe benefits pursuant to SMC 4.20.055 (C).

1.2.4 Holiday Work for Non-Benefits-Eligible Temporary Employees - A temporary employee who works on any of the specific calendar days designated by the City as paid holidays shall be paid at the rate of one and one-half (1½) times their regular straight-time hourly rate of pay for hours worked during their scheduled shift. When a specific holiday falls on a weekend day and most regular employees honor the holiday on the preceding Friday or following Monday adjacent to the holiday, the holiday premium pay of one and one-half (1½) times the employee's regular straight-time rate of pay shall apply to those temporary employees who work on the weekend day specified as the holiday.

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

A. To qualify for a holiday pay, the employee must be on active pay status the normally scheduled workday before or after the holiday as provided by Section 6.2.

- B. Officially recognized City holidays that fall on Saturday shall be observed on the preceding Friday. Officially recognized City holidays that fall on Sunday shall be observed on the following Monday. If the City's observance of a holiday falls on a temporary employee's normal day off, the employee shall be eligible for another day off, with pay during the same workweek.
- C. Temporary employees who work less than 80 hours per pay period shall have their holiday pay pro-rated based on the number of straight-time hours compensated during the preceding pay period.
- D. A temporary employee shall receive two personal holidays immediately upon becoming eligible for fringe benefits, provided the employee has not already received personal holidays in another assignment within the same calendar year.
- E. Personal holidays cannot be carried over from calendar year to calendar year, nor can they be cashed out.
- F. A temporary employee must use any personal holidays before their current eligibility for fringe benefits terminates. If an employee requests and is denied the opportunity to use their personal holidays during the eligibility assignment, the employing unit must permit them to use and be compensated for the holidays immediately following the last day worked in the assignment, prior to termination of the assignment.

1.2.6 Premium pay set forth within Section 1.2.2 shall be in lieu of the base level of vacation and all other fringe benefits, such as sick leave benefits that exceed legal requirements, holiday pay, bereavement leave, military leave, jury duty pay, disability leave, and medical and dental insurance, except as otherwise provided in Sections 1.2.2.2, 1.2.3, and 1.2.4.

1.2.7 The City may, at any time after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide all fringe benefits covered by the premium pay set forth within Section 1.2.2 to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees within the same group, and in such event the premium pay provision in Section 1.2.2 shall no longer be applicable to that particular group of temporary employees. The City, at its discretion, may also after ninety (90) calendar days' advance notification to and upon consultation with the affected collective bargaining representatives, provide paid vacation and/or sick leave benefits to all or some groups (departmental or occupational) of temporary employees to the same extent that they are available to regular employees without providing other fringe benefits and in such event the premium pay in Section 1.2.2 shall be reduced by a percentage amount equivalent to the value of vacation and/or sick leave benefits. The applicable amount for base-level vacation shall be recognized as four-point eight one percent (4.81%) which

- could be higher dependent upon accrual rate increases. The applicable amount for base-level sick leave shall be four-point six percent (4.6%). The City shall not use this option to change to and from premiums and benefits on an occasional basis. The City may also continue to provide benefits in lieu of all or part of the premiums in Section 1.2.2 where it has already been doing so and it may in such cases reduce the premium paid to the affected employees by the applicable percentage.
- 1.2.8 A temporary employee who is assigned to a benefits eligible assignment will receive fringe benefits in-lieu-of premium pay until the assignment is converted or terminated.
- 1.2.9 The premium pay provisions set forth within Section 1.2.2 shall apply to cumulative non-overtime hours that occur without a voluntary break in service by the temporary employee. A voluntary break in service shall be defined as quit, resignation, service retirement or failure to return from an unpaid leave. If the temporary employee has not worked for at least one year (twelve [12] months or twenty-six [26] pay periods), it shall be presumed that the employee's break in service was voluntary.
- 1.2.10 The City may work temporary employees beyond one thousand forty (1,040) regular hours within any twelve (12) month period; provided however, the City shall not use temporary employees to supplant regular positions. The City shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 1.2.2, or solely to avoid considering creation of regular positions.
- 1.2.10.1 In the event that an interim assignment of a temporary employee to a vacant regular position accrues more than one thousand five hundred (1500) hours or accumulates hours in eighteen (18) or more consecutive pay periods, the City shall notify the union that a labor-management meeting shall take place within two (2) weeks for the purpose of discussing the status of filling the vacant position prior to one (1) year.
- 1.2.11 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position in a step progression pay program without a break in service greater than thirty (30) days shall have their temporary service counted towards salary placement provided the service was in a job title corresponding to the same or higher classification in the same series as the regular appointment. In addition, a temporary employee who is in a term-limited assignment shall receive service credit for layoff purposes if the employee is immediately hired (within thirty (30) business days without a break in service) into the same job title and position after the term is completed.
- 1.2.12 Temporary employees covered by this Agreement are eligible to apply for all positions advertised internally.

- 1.2.13 A temporary employee who has worked one thousand forty (1,040) straight-time hours and is receiving benefits from the City may by mutual agreement be allowed to accrue compensatory time if the work unit in which the temporary employee is assigned has a practice/policy of accruing compensatory time. Scheduling compensatory time shall be by mutual agreement with the supervisor. If the temporary employee does not use their accrued compensatory time prior to the termination of the benefits eligible assignment, the compensatory time will be cashed out upon termination of the assignment.
- 1.2.14 A temporary employee who receives fringe benefits in-lieu-of premium pay may be eligible for the sick leave transfer program.
- 1.2.15 On an annual basis, the City will provide the Union with a copy of the Temporary Employee Utilization Report.
- 1.3 The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upwardly into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the City shall discuss the program(s) with the appropriate Union or Unions and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.
- 1.4 As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City which is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and or employment programs, vocational rehabilitation programs, work-study and student-intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work-Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.
- 1.4.1 The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of December 31, 2014, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the union of such and upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public

employment program which involves the performance of bargaining unit work within a given City department, beyond what has traditionally existed, shall not be a cause of (1) a layoff of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement that recently had been occupied by a regular full-time employee who performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

- 1.5 An employee who is worked out of classification or who is promoted on an interim basis from a classification falling under one bargaining unit to another bargaining unit shall remain under the jurisdiction of the initial bargaining unit until such time as their promotion becomes permanent.

ARTICLE 2 – NON-DISCRIMINATION

- 2.1 The City and the Council 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, veteran status, 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.
- 2.1.1 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to any gender.

ARTICLE 3 – UNION ENGAGEMENT AND PAYROLL DEDUCTIONS

- 3.1** The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Council Union on behalf of the employees involved.
- 3.1.1** The performance of this function is recognized as a service by the City and the City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only.
- 3.1.2** The Council agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Union members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.
- 3.2** The City will provide Council Union's access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into a Council union's bargaining unit.
- 3.2.1** A Council Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.
- 3.3** The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Council Union representative to all employees covered by the Joint Crafts Council collective bargaining agreement.
- 3.3.1** At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of the bargaining unit members attending the Orientation.
- 3.4** The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law.
- 3.5** The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.
- 3.6** New Employee and Change in Employee Status Notification - The City shall supply Council Unions with the following information on a monthly basis for new employees:

- A. Name
- B. Home address
- C. Personal phone
- D. Personal email (if a member offers)
- E. Job classification and title
- F. Department and division
- g. Work location
- H. Date of hire
- I. FLSA status
- J. Compensation rate

3.6.1 The City shall also notify Council Unions on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and any employees who are no longer in the bargaining unit.

3.6.2 For employees who have transferred into the bargaining unit, the City shall supply the Union with the employee's name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

3.7 Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of the Union dues authorization rules.

3.7.1 Every effort will be made by the City to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the Union that the terms of the employee's authorization regarding dues deduction revocation have been met.

3.7.2 The City will refer all employee inquiries or communications regarding union dues to the Union.

See also Appendix M

ARTICLE 4 – CLASSIFICATIONS AND RATES OF PAY

4.1 The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth within Appendices A through L which are attached hereto and made a part of this Agreement.

4.1.1 Effective December 26, 2018, base wage rates shall be according to the Appendices of this agreement, will be increased by .5% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2016 through June 2017 to the period June 2017 through June 2018, minimum 1.5%, maximum 4%.

4.1.2 Effective December 25, 2019, base wage rates will be increased by 1.0% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2017 through June 2018 to the period June 2018 through June 2019, minimum 1.5%, maximum 4%.

4.1.3 Effective January 6, 2021, base wage rates will be increased by 1% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%.

4.1.4 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. The rates in each Appendix are understood to be illustrative of the increases provided in Articles 4.1.1 through 4.1.3, and any discrepancies shall be governed by those Articles.

4.1.5 Employees will pay the employee portion of the required premium [listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an employee's paystub] of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.

4.1.6 Market Rate Analysis - The City of Seattle ("City") shall initiate a market wage study to be completed no later December 31, 2021 according to the methodology set forth in the Memorandum of Agreement ("MOA") between the City and The Coalition of City Unions ("Coalition") regarding the City's compensation philosophy and methods and process associated with conducting a market wage study as agreed upon November 8, 2018.

4.1.6.1 The agreed upon methodology set forth in the MOA shall serve as the exclusive method relied upon to review any classifications requested by the Coalition. The City is committed to fully engage the Coalition regarding the process, timelines and milestones, from the beginning to the end of the wage

methodology study. Any adjustments to wages that may be bargained as a result of the study shall be effective no earlier than January 1, 2019.

4.1.7 Language Premium - Effective upon ratification of this Agreement by both parties, employees assigned to perform bilingual, interpretive and/or translation services for the City shall receive a two hundred dollar (\$200.00) per month premium pay. The City shall ensure employees providing language access services are independently evaluated and approved. The City may review the assignment annually and may terminate the assignment at any time.

4.2 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 Appendices attached hereto.

4.2.1 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 in Section 1.2.11 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, the employee will receive one-step increment in the higher-paid title; provided that the employee 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 Article 5.9 of 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.

4.2.2 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 4.2.1.

4.2.3 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.

- 4.2.4 In determining actual service for advancement in salary step, absence due to sickness or injury or other protected basis for leave under SMC 14.16 or other laws including RCW 49.46.210, 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.
- 4.2.5 Any increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.
- 4.2.6 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 4.2.1.
- 4.2.7 Promotions - Effective upon the signature date of this Agreement, an employee appointed to a position in a class having a higher maximum salary shall be placed at the step in the new salary range which provides an increase closest to but not less than one salary step over the most recent step received in the previous salary range immediately preceding the promotion, not to exceed the maximum step of the new salary range; provided 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.
- 4.2.8 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.

4.2.9 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 the employee was entitled in their 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 the employee was receiving prior to such second reduction as an "incumbent" for so long as the employee remains in such position or until the regular salary for the lower class exceeds the "incumbent" rate of pay.

4.2.10 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, the employee shall continue to receive such higher salary as an "incumbent" for so long as the employee remains in position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

4.2.11 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 (1) paycheck;
 - 1. by payroll deductions spread over two (2) pay periods; or
 - 2. by payments from the employee spread over two (2) 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 the City will be deducted from their 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 5 – HOURS OF WORK AND OVERTIME

- 5.1** **Hours of Work** - Eight (8) hours within nine (9) consecutive hours shall constitute 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.
- 5.1.1** **Meal Period** - Employees shall receive a meal period which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of the employee's regular shift or when the employee is called in to work on their regular day off. The meal period shall be no less than one-half (½) hour nor more than one (1) hour in duration and shall be without compensation. Should an employee be required to work in excess of five (5) continuous hours from the commencement of their regular shift without being provided a meal period, the employee shall be compensated two (2) times the employee's straight-time hourly rate of pay for the time worked during their normal meal period and be afforded a meal period at the first available opportunity during working hours without compensation.
- 5.1.2** **Rest Breaks** - Employees shall receive a fifteen (15) minute rest break during the first four (4) hour period of their workday, and a second fifteen (15) minute rest break during the second four (4) hour period in their workday. Employees shall be compensated at their prevailing wage rate for time spent while on rest breaks.
- 5.1.3** Where work conditions require continuous staffing throughout a work shift for thirty (30) consecutive days or more the City may, in lieu of the meal period and rest periods set forth within Sections 5.1.1 and 5.1.2, provide a working meal period and working rest periods during working hours without a loss in pay so that such periods do not interfere with ongoing work requirements.
- 5.2** **Overtime** - All time worked in excess of eight (8) hours in any one (1) shift shall be paid for at the rate of two (2) times the straight-time rate of pay.
- 5.2.1** All time worked before an employee's regularly scheduled starting time shall be paid for at the rate of two (2) times the straight-time rate of pay.
- 5.2.2** All time worked on an employee's regularly scheduled days off shall be paid for at the rate of two (2) times the straight-time rate of pay.
- 5.2.3** Overtime shall be paid at the applicable overtime rate or by mutual consent between the employee and their supervisor in compensatory time off at the applicable overtime rate.

5.2.4 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.

5.2.5 All overtime work shall be offered to qualified regular employees in the classification before any temporary employees are asked to work overtime. (See J.4.11 for provision that relates to Seattle Center Laborers.)

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

Example: Zero (0) minutes to two (2) hours = four (4) hours' straight time pay. Two and one-half (2½) hours = five (5) hours straight-time pay. Four (4) hours = eight (8) hours straight-time pay.

5.3.1 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 their regular work shift and is required to report back to work prior to the start of their next regularly scheduled work shift. An employee who is called back to report to work before the commencement of their regular work shift shall be compensated in accordance with the Call Back provisions of their Labor Agreement; provided however, in the event the employee is called back to report to work within two (2) hours from the starting time of their next regularly scheduled work shift, the employee shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of their next regularly scheduled work shift and the Call-Back provision shall not apply.

5.4 Meal Reimbursement - When an employee is specifically directed by the City to work two (2) hours or longer at the end of their normal work shift of at least eight (8) hours or work two (2) hours or longer at the end of their work shift of at least eight (8) hours when the employee is called in to work on their 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 for 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 their next regular shift; otherwise, the employee shall be paid a minimum of ten dollars (\$10) in lieu of reimbursement for the meal. Effective upon ratification of this Agreement by both parties, the minimum paid in lieu of meal reimbursement will increase to twenty dollars (\$20.00).

- 5.4.1 To receive reimbursement for a meal under this provision, the following rules shall be adhered to:
- A. 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.
 - B. In determining "reasonable cost" the following shall also be considered:
 - 1. The time period during which the overtime is worked.
 - 2. The availability of reasonably priced eating establishments at that time.
 - C. The City shall not reimburse for the cost of alcoholic beverages.
- 5.4.2 In lieu of any meal compensation as set forth within this Section, the City may, at its discretion, provide a meal.
- 5.4.3 When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to their normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 5.4, 5.4.1 and 5.4.2; 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 dollars (\$10.00) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation. Effective upon ratification of this Agreement by both parties, the minimum paid in lieu of meal reimbursement will increase to twenty dollars (\$20.00).
- 5.4.4 Effective upon ratification of this Agreement by both parties, temporary employees shall be eligible for overtime meal reimbursement as provided herein.
- 5.4.5 Meal reimbursement while on Travel Status - An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.
- 5.5 When management deems it 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 this 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 change(s) shall be discussed with the Union.
- 5.5.1 Definitions: For the purpose of this section the following definitions apply:
- A. Work Schedule - This is an employee's assigned workdays, work shift, and days off.

B. Workday - This is an employee's assigned day(s) of work.

C. Work Shift - This is an employee's assigned hours of work in a workday.

D. Days Off - This is an employee's assigned non-working days.

5.5.2 Extended Notice Work Schedule Change - At least fourteen (14) calendar days' advance notification shall be afforded affected employees when work schedule changes lasting longer than thirty (30) calendar days are required by the City. The fourteen (14) calendar day advance notice may be waived by mutual agreement of the employee and management, with notice to the Union.

5.5.3 Short Notice Work Schedule Change - At least forty-eight (48) hours advance notification shall be afforded affected employees when work schedule changes lasting less than thirty (30) calendar days 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 work shift worked under the new schedule.

5.5.4 Short Notice Work Shift Change - At least forty-eight (48) hours advance notification shall be afforded affected employees when work shift changes lasting less than thirty (30) calendar days 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 work shift worked under the new schedule.

5.6 Implementation of a four (4) day, forty (40) hour or other alternative work schedule shall be subject to consultation and agreement with the Union involved. In administering the four (4) day, forty (40) hour work schedule or other alternative work schedule, 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.

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

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

5.6.2 Employees, including those on alternate work schedules, shall receive eight (8) hours pay per holiday (except as identified in 6.1.2. and 6.2.

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

- A. Employees may revert back to a 5-day/40-hour work week, in which the holidays falls, if available.
- B. Employees may use vacation or compensatory time to supplement the 8-hour holiday pay to achieve full pay for the work week without making other scheduling adjustments, or at the employees' discretion, to be unpaid.
- C. By mutual agreement, pre-arranged between the employee and their 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.

NOTE: Past practice with regard to holiday pay for employees on alternate work assignments consistent with the 1991 directive on holiday pay will continue.

5.7 Any past, present or future work schedule in which an employee, by action of the City, receives eight (8) hours pay for less than eight (8) hours work per day may be changed by the City, at any time, so as to require such an employee to work eight (8) hours per day for eight (8) hours pay.

5.8 Standby Duty - Whenever an employee is placed on Standby Duty by the City, the employee shall be available to respond to emergency calls 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. 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 5.3. An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.

5.9 Work Outside of Classification - Effective January 1, 2019, work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position.

- 5.9.1 When the duties of the higher-paid position are clearly outside the scope of an employee's regular classification for a period of three (3) hours or longer in any one (1) work week, the employee shall be paid at the out-of-class salary rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for a promotion.
- 5.9.2 Proper authority shall be a supervisor and/or Crew Chief, who has been designated the authority by a manager or director directly above the position which is being filled out of class, and who has budget management authority of the work unit.
- 5.9.3 The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. (If an employee is mistakenly assigned out-of-class who does not meet the above qualifications, the City will stop the practice immediately once discovered and will see that the out-of-class is paid for work already performed).
- 5.9.4 The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any one position. The six (6) month period may be exceeded under the following circumstances: 1) when a hiring freeze exists and vacancies cannot be filled; 2) extended industrial or off-the-job injury or disability; 3) when a position is scheduled for abrogation; or 4) a position is encumbered (e.g., an assignment in lieu of a layoff).
- 5.9.5 When such circumstances require that an out-of-class assignment be extended beyond six (6) months for any one position, the City shall notify the union or unions which represent the employee who is so assigned and/or the body of work which is being performed on an out-of-class basis. After nine (9) months, the union which represents the body of work being performed out of class must concur with any additional extension of the assignment. The union that represents the body of work will consider all requests on a good faith basis.
- 5.9.6 The practice of no out-of-class pay for paid leave will continue except that any sick leave taken in lieu of working a scheduled out-of-class assignment, regardless of the length of the 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 12 months of the out-of-class assignment.
- 5.9.7 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. When employees voluntarily apply for and voluntarily accept a position in a lower-level classification, they shall receive the salary rate for the lower class, which, without increase, is nearest

to the salary rate to which such employee was entitled in the higher class. For such temporary period, the employee shall continue to pay dues to the union of the higher class. The overtime provisions applicable are those of the contract covering the bargaining unit position of the work being performed on an overtime basis. At management's discretion, an employee may be temporarily assigned the duties of a lower-level class, or the duties of a class with the same pay rate range as their primary class, across union jurisdictional lines, with no change to their regular pay rate. Out-of-class provisions related to threshold for payment, salary step placement, service credit for salary step placement and payment for absences do not apply in these instances.

5.9.8 An employee who is temporarily unable to perform the regular duties of their classification due to an off-the-job injury or illness may opt to perform work within a lower-paying classification dependent upon the availability of such work and subject to the approval of the 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.

5.9.9 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.

5.9.10 Out-of-class work shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties which would otherwise constitute an out-of-class assignment. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of their own classification, if the employee is not formally assigned to perform the duties on an out-of-class basis.

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

ARTICLE 6 – HOLIDAYS

6.1 The following days, or days in lieu thereof, shall be recognized as paid holidays:

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

6.1.1 Whenever any paid holiday falls upon a Sunday, the following Monday shall be recognized as the paid holiday. Whenever any paid holiday falls upon a Saturday, the preceding Friday shall be recognized as the paid holiday; provided however, paid holidays falling on Saturday or Sunday shall be recognized and paid pursuant to Section 6.4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 6.4 shall be made only once per affected employee for any one holiday.

6.1.1.1 Employees who have either:

- A. Completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (Article 7.2) or
- B. Are accruing vacation at a rate of .0615 or greater (Article 7.13)

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

6.1.2 A permanent part-time employee shall receive paid holiday time off (or paid time off in lieu thereof) based upon straight-time hours compensated during the pay period immediately prior to the pay period in which the holiday falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees. For example, a full-time employee working eighty (80) hours per pay period would be eligible for eight (8) hours off with pay on a holiday while a part-time employee who works forty (40) hours during the pay period preceding the holiday would be eligible for four (4) hours off with pay.

- 6.2 To qualify for holiday pay, City employees shall have been on pay status their normal workday before or their normal workday following the holiday; provided however, employees returning from non-pay leave who start work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.
- 6.3 A Personal Holiday shall be used during the calendar year as a regular holiday. Use of the Personal Holiday shall be requested in advance. When the Personal Holiday has been approved in advance and is later canceled by the City with less than a thirty (30) day advance notice, the employee shall have the option of rescheduling the day or receiving holiday premium pay pursuant to Section 6.4 for all time worked on the originally scheduled Personal Holiday.
- 6.4 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 their regular straight-time hourly rate of pay and, in addition, the employee shall receive one and one-half (1½) times their 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.
- 6.5 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 the employee normally would have off with pay, said employee shall be paid for the holiday at their regular straight-time hourly rate of pay and, in addition, the employee shall receive two (2) times their 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 7 – ANNUAL VACATION

7.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 7.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.

7.2 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 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.

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

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

- 7.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which the employee 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.
- 7.5 Employees may, with Department approval, use accumulated vacation with pay after completing one thousand forty (1,040) hours on regular pay status. Effective December 25, 2019, the requirement that the employee must complete one thousand forty (1,040) hours on regular pay status prior to using vacation time shall end.
- 7.6 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 such 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.
- 7.7 "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.
- 7.8 The minimum vacation allowance to be taken by an employee shall be one-half ($\frac{1}{2}$) of a day, or at the discretion of the Department Head, such lesser amount as may be approved by the Department Head.
- 7.9 An employee who separates from City service for any reason shall be paid in a lump-sum for any unused vacation the employee has accrued.
- 7.10 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.
- 7.11 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider for absences of more than three (3) continuous days. Employees who are called to active military service or who respond to requests for assistance from Federal Emergency Management

Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.

7.12 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.

7.13 Employees with prior regular City service who are appointed to regular positions within the City shall begin accruing vacation at the rate which was applicable upon their most recent separation from regular City service. Regular City service (on or before December 31, 1992) in the Seattle-King County Health Department will be considered as City service.

**ARTICLE 8 – SICK LEAVE, BEREAVEMENT LEAVE
EMERGENCY LEAVE, AND VEBA**

- 8.1** **Sick Leave** – Sick leave shall be defined as paid time off from work for a qualifying reason under Article 8.1 of this Agreement. 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. If an employee's overall accrual rate falls below the accrual rate required by SMC 14.16 (Paid Sick and Safe Time) the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of SMC 14.16. New employees entering City service shall not be entitled to use sick leave with pay during the first thirty (30) days of employment but shall accrue sick leave credits during such thirty (30) day period. An employee is authorized to use paid sick leave for hours that the employee was scheduled to have worked for the following reasons:
- A. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by SMC 14.16 and other applicable laws such as RCW 49.46.210; or
 - B. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code SMC 4.24.005 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by SMC 14.16 and other applicable laws such as RCW 49.46.210; or
 - C. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason, or as otherwise required by SMC 14.16 and other applicable laws such as RCW 49.46.210.
 - D. Absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW.
 - E. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or
 - F. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

Sick leave used for the purposes contemplated by Article 8.1.E and F must end before the first anniversary of the child's birth or placement.

- 8.1.1 Abuse of paid sick leave or use of paid sick leave not for an authorized purpose may result in denial of sick leave payment and/or discipline up to and including dismissal
- 8.1.2 Unlimited sick leave credit may be accumulated.
- 8.1.3 Upon retirement, a portion of an employee's unused sick leave accruals will be directed in accordance with the VEBA provisions set forth in Section 8.4 of this Article.
- 8.1.3.1 Cash payments of unused sick leave may be deferred for a period of one (1) year or less, providing the employee notifies their Department Human Resources Office of their desires at the time of retirement. Request for deferred cash payments of unused sick leave shall be made in writing.
- 8.1.4 Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary.
- 8.1.5 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 for any reason, shall be credited with all unused sick leave accumulated prior to such termination.
- 8.1.5.1 Regular or benefits eligible temporary employees who are reinstated or rehired within twelve (12) months of separation in the same or another department after any separation, including dismissal for cause, resignation, or quitting, shall have unused accrued sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.
- 8.1.6 In order to receive paid sick leave for reasons provided in Article 8.1.A – 8.1.D, an employee shall be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with SMC 14.16 and other applicable laws such as RCW 49.46.210. However, an employee shall not be required to provide verification for absences of less than four consecutive days.
- 8.1.7 Conditions Not Covered - Employees shall not be eligible for sick leave when:
- A. Suspended or on leave without pay and when laid off or on other non-pay status.
 - B. Off work on a holiday.

C. An employee works during his free time for an Employer other than the City of Seattle and their illness or disability arises therefrom.

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

8.1.8.1 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 their 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.

8.1.8.2 Notification While On Paid Vacation Or Compensatory Time Off - If an employee is injured or is taken ill while on paid vacation or compensatory time off, the employee shall notify their department on the first day of disability that they will be using paid sick leave. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented for absences greater than three (3) continuous days.

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

8.1.8.4 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 their illness or disability. It is the responsibility of their department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the accrued number of hours an employee has to their credit, the department shall correct their application.

8.1.8.5 Rate of Pay for Sick Leave Used - An employee who uses paid sick leave shall be compensated at the straight time rate of pay as required by SMC 14.16, and other applicable laws, such as RCW 49.46.210. 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. For employees who use paid sick leave hours that would have been overtime if worked, the City will apply requirements of Seattle Municipal Code 14.16 and applicable laws such as RCW 49.46.210. (See also Articles 5.8,

5.9.6 and 14.29.2 for sick leave use and rate of pay for standby duties, out-of-class assignments and shift premium).

8.1.8.6 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.

8.2 Bereavement Leave - Regular employees covered by this Agreement shall be allowed five (5) days off without salary deduction for bereavement purposes in the event of the death of any close relative.

8.2.1 In like circumstances and upon like application the Department Head or designee may authorize bereavement leave in the event of death of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee.

8.2.2 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, an employee’s legal guardian, ward or any person over whom the employee has legal custody, and the term “relative other than a close relative” shall mean the uncle, aunt, cousin, niece, nephew or the spouse or domestic partner of the brother, sister, child or grandchild of the employee or spouse or domestic partner; or the uncle, aunt, cousin, niece, nephew or the spouse or domestic partner of the brother, or sister of the spouse or domestic partner of such employee.

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

- A. The employee's spouse, domestic partner, child, parents, or grandparents has unexpectedly become seriously ill or has had a serious accident; or
- B. An unforeseen occurrence with respect to the employee's household (e.g., fire, flood or ongoing loss of power). “Household” shall be defined as the physical aspects, including pets, of the employee's residence or vehicle; or
- C. The emergency leave benefit must also be available to the employee in the event of inclement weather or natural disaster within the City limits or within the city or county in which the member resides that makes it impossible or

unsafe for the employee to physically commute to their normal work site at the start of their normal shift.

- D. A “day” of emergency leave may be used for separate incidents in one (1) hour increments. The total hours compensated under this provision, however, shall not exceed eight (8) hours in a contract year.

8.4 Retirement VEBA - Each bargaining unit will conduct a vote to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) to provide post-retirement medical expense benefits to members who retire from City service.

8.4.1 Contributions from Unused Paid Time off at Retirement

A. Eligibility-to-Retire Requirements:

1. 5 – 9 years of service and are age 62 or older
2. 10 – 19 years of service and are age 57 or older
3. 20 – 29 years of service and are age 52 or older
4. 30 years of service and are any age

B. The City will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of December 31, 2021.

C. If the members of the bargaining unit who have met the criteria described in paragraph A above vote to require VEBA contributions from unused paid time off, then all members of the bargaining unit who are eligible to retire and those who become eligible during the life cycle of this contract shall, as elected by the voting members of the bargaining unit:

1. Contribute 35% of their unused sick leave balance into the VEBA upon retirement; or
2. Contribute 50% of their unused vacation leave balance into the VEBA upon retirement; or
3. Contribute both 35% of their unused sick leave balance and 50% of their unused vacation leave balance upon retirement.

D. If the members of the bargaining unit who have satisfied the eligibility-to- retire requirements described in paragraph A above as of December 31, 2021, do not vote to require VEBA contributions from unused sick leave, members may either:

1. Transfer 35% of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan, subject to the terms of the Plan and applicable law; or

2. Cash out their unused sick leave balance at 25% to be paid on their final paycheck.

In either case, the remaining balance of the member's unused sick leave will be forfeited.

8.4.2 Contributions from Employee Wages (all regular employees who are part of the bargaining unit)

- A. Each bargaining unit will conduct a vote for all regular employees, as defined in the City's employer personnel manual, to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) for active employees to participate in an Active VEBA. Once they begin participating in the VEBA, employees may file claims for eligible expenses as provide under the terms of the VEBA.
- B. If the bargaining unit votes to require VEBA contributions from employee wages, then all members of the bargaining unit shall, as elected by the bargaining unit as to all of its members, make a mandatory employee contribution of one of the amounts listed below into the VEBA while employed by the City:
 1. \$25 per month, or
 2. \$50 per month.

8.4.2.1 Allocation of Responsibility - The City assumes no responsibility for the tax consequences of any VEBA contributions made by or on behalf of any member. Each union that elects to require VEBA contributions for the benefit of its members assumes sole responsibility for insuring that the VEBA complies with all applicable laws, including, without limitation, the Internal Revenue Code, and agrees to indemnify and hold the City harmless for any taxes, penalties and any other costs and expenses resulting from such contributions.

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

8.6 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.

ARTICLE 9 – INDUSTRIAL INJURY OR ILLNESS

- 9.1** Any employee who is disabled in the discharge of their duties and if such disablement results in absence from their regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.
- 9.1.1** Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation or other paid leave 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 equals or extends beyond fourteen (14) calendar days, then (1) any accrued sick leave, vacation, or other paid leave utilized due to absence from their regular duties as provided for in this section shall be reinstated and the employee shall be paid in accordance with Section 9.1 which provides payment at the eighty percent (80%) rate, or (2) if no sick leave, vacation, or other paid 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 9.1.
- 9.1.2** Such compensation shall be authorized by the Seattle Human Resources Director or their designee with the advice of such employee's Department Head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under SMC 4.44, as now or hereinafter amended.
- 9.1.3** In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions (taxes, retirement). This provision shall become effective when SMC 4.44 - Disability Compensation is revised to incorporate this limit.
- 9.1.4** Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for and attend medical appointments and treatments and meetings related to rehabilitation, and work

- hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.
- 9.1.4.1 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.
- 9.2 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay, but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 9.1. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 9.1.
- 9.3 Any employee eligible for the benefits provided by SMC 4.44 whose disability prevents them from performing their regular duties, but in the judgment of their physician could perform duties of a less strenuous nature, shall be employed at their normal rate of pay in such other suitable duties as the 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.
- 9.4 Sick leave shall not be used for any disability herein described except as allowed in Section 9.1.
- 9.5 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.
- 9.6 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 R.C.W.
- 9.7 The parties agree either may reopen for negotiation the terms and conditions of this Article.

ARTICLE 10 – PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD

- 10.1** The following shall define terms used in this Article:
- 10.1.1** **Probationary Period** - A twelve (12) month period of employment following an employee's initial regular appointment within the Civil Service to a position.
- 10.1.2** **Regular Appointment** - The authorized appointment of an individual to a position covered by Civil Service.
- 10.1.3** **Trial Service Period/Regular Subsequent Appointment** - A twelve (12) month trial period of employment of a regular employee beginning with the effective date of a subsequent, regular appointment from one classification to a different classification; through promotion or transfer to a classification in which the employee has not successfully completed a probationary or trial service period; or rehire from a Reinstatement Recall List to a department other than that from which the employee was laid off.
- 10.1.4** **Regular Employee** - An employee who has successfully completed a twelve (12) month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause or retirement.
- 10.1.5** **Revert** - To return an employee who has not successfully completed their trial service period to a vacant position in the same class and former department (if applicable) from which the employee was appointed.
- 10.1.6** **Reversion Recall List** - If no such vacancy exists to which the employee may revert, the employee will be removed from the payroll and their name placed on a Reversion Recall List for the class/department from which the employee was removed.
- 10.2** **Probationary Period/Status of Employee** - Employees who are initially appointed to a position shall serve a probationary period of twelve (12) months.
- 10.2.1** The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards.
- 10.2.2** An employee shall become regular after having completed their probationary period unless the individual is dismissed under provisions of Section 10.3 and Section 10.3.1.
- 10.3** **Probationary Period/Dismissal** - An employee may be dismissed during their probationary period after having been given written notice five (5) working days prior to the effective date of dismissal. However, if the department believes the best interest of the City requires the immediate dismissal of the probationary

- employee, written notice of only one (1) full working day prior to the effective date of the dismissal shall be required. The reasons for the dismissal shall be filed with the Seattle Human Resources Director and a copy sent to the Union.
- 10.3.1 An employee dismissed during their probationary period shall not have the right to appeal the dismissal. When proper advance notice of the dismissal is not given, the employee may enter an appeal (for payment of up to five (5) days' salary), which the employee would have otherwise received had proper notice been given. If such a claim is sustained, the employee shall be entitled to the appropriate payment of salary but shall not be entitled to reinstatement.
- 10.4 Trial Service Period - An employee who has satisfactorily completed their probationary period and who is subsequently appointed to a position in another classification shall serve a twelve (12) month trial service period, in accordance with Section 10.1.3.
- 10.4.1 The trial service period shall provide the department with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position, and to revert such an employee whose work performance fails to meet required standards.
- 10.4.2 An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within that department and classification from which the employee was appointed.
- 10.4.3 Where no such vacancy exists, such employee shall be given fifteen (15) calendar days' written notice prior to being placed on a Reversion Recall List for their former department and former classification and being removed from the payroll.
- 10.4.4 An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department, the employee and the Union, subject to approval by the Seattle Human Resources Director prior to expiration of the trial service period.
- 10.4.5 Employees who have been reverted during the trial service period shall not have the right to appeal the reversion.
- 10.4.6 The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed upon a Reversion Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.
- 10.4.7 If a vacancy is to be filled in a department and a valid Reversion Recall List for the classification for that vacancy contains the name(s) of eligible employees

who have been removed from the payroll from that classification and from that department, such employees shall be reinstated in order of their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.

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

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

10.4.10 A reverted employee shall be paid at the step of the range which the employee normally would have received had the employee not been appointed.

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

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

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

accruing to trial service for the remainder of the trial service period in the higher classification.

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

10.6 The probationary period shall be equivalent to twelve (12) months of service following regular appointment. Occasional absences due to illness or other protected leave under SMC 14.16 or other laws including RCW 49.46.210, vacations, jury duty, and military leaves shall not result in an extension of the probationary period, but upon approval of the Seattle Human Resources Director, an employee's probationary period may be extended so as to include the equivalent of a full twelve (12) months of actual service where there are numerous absences.

10.7 Nothing in this Article shall be construed as being in conflict with provisions of Article 11.

ARTICLE 11 – TRANSFERS, VOLUNTARY REDUCTION, LAYOFF AND RECALL

11.1 Transfers - The transfer of an employee shall not constitute a promotion except as provided in Section 11.1.2.(5).

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

11.1.2 Other transfers may be made upon consent of the appointing authorities of the departments involved and with the Seattle Human Resources Director's approval as follows:

- A. Transfer in the same class from one department to another.
- B. Transfer to another class in the same or a different department in case of injury in line of duty either with the City service or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.
- C. Transfer, in lieu of layoff, may be made to a position in the same class to a different department, upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular, trial service or probationary employee is not displaced. The employee subject to layoff shall have this opportunity to transfer provided there is no one on the Reinstatement Recall List for the same class for that department. If there is more than one employee eligible for transfer in lieu of layoff in the same job title, the employee names shall be placed on a layoff transfer list in order of job class seniority. Eligibility to choose this opportunity to transfer is limited to those employees who have no rights to other positions in the application of the layoff language herein including Section 11.3.4.
 1. A department will be provided with the names of eligible employees and their job skills. The department will fill the position with the most senior employee with the job skills needed for the position. The department may test or otherwise affirm the employee has the skills and ability to perform the work.
 2. An employee on the layoff transfer list who is not placed in another position prior to layoff shall be eligible for placement on the Reinstatement Recall List pursuant to Section 11.4.
- C. Transfer, in lieu of layoff, may be made to a single position in another class in the same or a different department, upon showing that the transferee is

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

- E. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular, trial service or probationary employee is not displaced and when transfer in lieu of layoff under Section 11.1.2.(4) is not practicable.
- F. The Seattle Human Resources Director may approve a transfer under Sections 11.1.2 (1), (2), (3), (4) or (5) above with the consent of the appointing authority of the Receiving Department only, upon a showing of the circumstances justifying such action.
- G. Transfer may be made to another similar class with the same maximum rate of pay in the same or a different department upon the Director's approval of a written request by the appointing authority.

11.1.2.1 Employees transferred pursuant to the provisions of Section 11.1.2 shall serve probationary and/or trial service periods as may be required in Article 10, Sections 10.5, 10.5.1, 10.5.2, and 10.5.3.

11.1.3 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular employees shall be given priority consideration for lateral transfer to any open position in the same classification within their department.

11.1.4 Notwithstanding any provision to the contrary as may be contained elsewhere within this Article, regular part-time employees shall be given priority consideration for full-time positions in the same classification which become available within their department.

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

11.2.1 The employee so reduced shall be entitled to credit for previous regular service in the lower class and to other service credit in accordance with Section 11.5. Upon a showing, concurred in by the appointing authority of the department that the reason for such voluntary reduction no longer exists, the Seattle Human Resources Director may restore the employee to their former status.

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

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

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

- A. Interim appointees
- B. Temporary or intermittent employees not earning service credit.
- C. Probationary employees*
- D. Trial service employees* (who cannot be reverted in accordance with Section 10.4.2.)
- E. Regular employees* in order of their length of service, the one with the least service being laid off first.

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

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

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

11.3.4 At the time of layoff, a regular employee or a trial service employee (per 11.3.2 above) shall be given an opportunity to accept reduction (bump) to the next lower class in a series of classes in their department or the employee may be transferred as provided in Section 11.1.2(3). An employee so reduced shall be

entitled to credit for any previous regular service in the lower class and to other service credit in accordance with Section 11.5.

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

11.4.1 Anyone on a Reinstatement Recall List who becomes a regular employee in the same class in another department shall lose their reinstatement rights in their former department.

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

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

- A. Regular employees laid off from the department having the vacancy in the order of their length of service. The regular employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.
- B. Trial service employees laid off from the department having the vacancy in the order of their length of service. The trial service employee on the Reinstatement Recall List who has the most service credit shall be first reinstated.
- C. Probationary employees laid off from the department having the vacancy without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.
- D. Regular employees laid off from the same classification in another City department and regular employees on a Layoff Transfer List. The regular employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 10, Section 10.4 shall apply.
- E. Trial service employees laid off from the same classification in another City department and trial service employees on a Layoff Transfer List. The trial service employee on this combined list who has the most service credit and who has the job skills necessary for the vacant position will be offered employment on a trial basis in said vacancy. The trial service provisions of Article 10, Section 10.4 shall apply.

- F. Probationary employees laid off from the same classification in another City department and probationary employees on the Layoff Transfer List without regard to length of service. The names of all these probationary employees shall be listed together on the Reinstatement Recall List.
- G. The City may recall laid-off employees out of the order described above upon showing by the appointing authority that the operating needs of the department require such experience, training, or skill.
- H. The Council agrees that employees from other bargaining units whose names are on the Reinstatement Recall List for the same classifications shall be considered in the same manner as employees of these bargaining units provided the Union representing those employees has agreed to a reciprocal right to employees of these bargaining units. Otherwise, this section shall only be applicable to those positions that are covered by this Agreement.

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

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

- A. After completion of the probationary period, service credit shall be given for employment in the same, equal or higher class, including service in other departments and shall include temporary or intermittent employment in the same class under regular appointment prior to permanent appointment.
- B. A regular employee who receives an appointment to a position exempt from Civil Service shall be given service credit in the former class for service performed in the exempt position.
- C. Service credit shall be given for previous regular employment of an incumbent in a position which has been reallocated and in which the employee has been continued with recognized standing.
- D. Service credit shall be given for service prior to an authorized transfer.
- E. Service credit shall be given for time lost during:
 - 1. Jury Duty;
 - 2. Disability incurred in line of service;
 - 3. Illness or disability compensated for under any plan authorized and paid for by the City;

4. Service as a representative of a Union affecting the welfare of City employees;
5. Service with the armed forces of the United States, including but not to exceed twenty-one (21) days prior to entry into active service and not to exceed ninety (90) days after separation from such service.

11.5.1 No service credit shall be given:

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

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

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

- 12.1 Effective January 1, 2019, the City shall provide medical, dental, and vision plans (with Kaiser Standard, Kaiser Deductible, Aetna Traditional, Aetna Preventative and Delta Dental of Washington as self-insured plans, and Dental Health Services, and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. For calendar years 2020, and 2021, the selection, addition and/or elimination of medical, dental, and vision benefit plans, and changes to such plans including, but not limited to, changes in benefit levels, co-pays and premiums, shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.
- 12.1.1 An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 12.1 or similar programs as determined by the Labor-Management Health Care Committee.
- 12.1.2 For calendar years 2019, 2020, 2021, the City shall pay up to one hundred seven percent (107%) of the average employee's monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay 85% of the excess costs in healthcare and the employees shall pay 15% of the excess costs in healthcare.
- 12.1.3 Employees who retire and are under the age of 65 shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.
- 12.1.4 New, regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).
- 12.2 Life Insurance - The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:
- 12.2.1 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees' participating in the Group Term Life Insurance Plan in

- terms of benefit improvements, to pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.
- 12.2.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Sections 12.2 or 12.2.1 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.
- 12.2.3 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.
- 12.3 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 (\$667.00) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum eight thousand three hundred thirty-three dollars [\$8,333.00] per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.
- 12.3.1 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 12.3 and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.
- 12.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2019 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 12.3.
- 12.4 Long-Term Care - The City may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.
- 12.5 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.
- 12.6 Labor-Management Health Care Committee - A Labor-Management Health Care Committee was established and became effective January 1, 2001, by the parties. This Committee is responsible for governing the medical, dental,

and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall operate and exercise its appropriate decision-making authorities consistent with said Memorandum of Agreement and decide whether to administer other City-provided insurance benefits.

ARTICLE 13 – RETIREMENT

- 13.1** Pursuant to Ordinance 78444 as amended, all employees shall be covered by the Seattle City Employees Retirement System (SCERS).
- 13.2** 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 – GENERAL CONDITIONS

- 14.1** Mileage Allowance – An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes for all miles driven in the course of City business on that day with a minimum guarantee of five (5) miles.
- 14.1.1** The per mile mileage reimbursement rate shall be adjusted up or down to reflect the current rate.
- 14.1.2** In those situations where an employee within a particular job classification is regularly scheduled every shift to report to a headquarter site and to a job site at a different location and/or to report to more than one job site within the course of one shift, the employing department shall provide the necessary transportation. As an alternative, if the employing department requires the employee to drive their personal automobile to the job sites, special mileage provisions may be negotiated on a case-by-case basis.
- 14.2** Skagit Conditions - When City Light employees working at the Skagit facilities are prevented (due to impassable roads on Skagit project or similar conditions) from returning to their regular place of residence after completing their workday or shift, the Department shall provide the employee with suitable food and quarters at no cost to the employees. In addition, the Department shall pay one hour's pay per day, at the employee's regular hourly rate, for each day away from their regular residence.
- 14.2.1** Skagit Conditions - City Light employees traveling to a work site other than where they are normally assigned shall travel in Department vehicles or vessels on Department time.
- 14.3** City Light Department Out-of-Town Rules - When an employee, crews, or any part of a crew or crews, regularly assigned to a headquarter inside the distribution area is or are to be shifted to any location outside the Seattle distribution area to perform a specific job, the following conditions shall prevail:
- A. Acceptable board and lodging shall be furnished by the Department.
 - B. Time consumed in traveling to and from Seattle and the work location shall be considered part of the workday. Any time consumed in this travel to and from Seattle outside of regular working hours shall be at the overtime rate of pay.
 - C. The normal workweek shall be Monday through Friday. Hours of work shall be 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch. Other workweeks and hours may be established if necessary, in order to coordinate with other forces.

- D. An employee regularly assigned to the Seattle distribution area shall not be assigned to work at any headquarters outside that area for more than thirty (30) working days out of any ninety (90) working days.
- E. At least forty-eight (48) hours' notice shall be given the employees for assignment to work outside the Seattle distribution area, except in an extreme emergency.
- F. In order to coordinate work schedules, personnel temporarily assigned to the Boundary Project shall be paid one-half ($\frac{1}{2}$) hour extra pay per day at the straight-time rate as compensation for travel between the work site and the board and lodging facility.

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

14.5 Union Shop Stewards - A Union party to this Agreement may appoint a shop steward in the various City departments affected by this Agreement. Immediately after appointment of its shop steward(s), each Union must furnish the Seattle Department of Human Resources and the affected Department(s) with a list of those employees who have been designated as shop stewards and their area of responsibility. Failure to provide such a list and/or disagreement over the number and/or area of responsibility of shop stewards between the City and a Union covered by this Agreement shall result in non-recognition by the City of the appointed shop stewards in question. The City must notify the affected Union within fifteen (15) calendar days of receipt of the Union's list or revised list if it objects to the number and/or area of responsibility of appointed shop stewards. Where there is a disagreement over the number and/or area of responsibility of appointed shop stewards, said issues shall be discussed between the City and the affected Union. If the parties cannot mutually resolve their differences, the issues shall be submitted to the Labor-Management Committee for final resolution. The list shall also be updated as needed. Shop stewards shall perform their regular duties as such but shall function as the Union's representative on the job solely to inform the Union of any alleged violations of this Agreement and process grievances relating thereto; provided however, temporary employees may serve as shop stewards

- to inform the Union of any alleged violations of this Agreement that apply to temporary employees only and may process grievances relating thereto. The shop steward shall be allowed reasonable time, at the discretion of the City, to process contract grievances during regular working hours.
- 14.5.1 Shop stewards shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement, but under no circumstances shall shop stewards interfere with orders of the Employer or change working conditions.
- 14.6 Safety Standards - All work shall be done in a competent and professional tradesperson manner, and in accordance with the State of Washington Safety Codes and the City of Seattle Safety Rules which shall be complied with.
- 14.6.1 The practice of safety as it relates to City employees and equipment shall be paramount and in accordance with Washington Industrial Safety And Health Act (WISHA) standards.
- 14.6.2 The minutes of safety meetings shall be posted on the department bulletin boards.
- 14.6.3 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 a loss of wages if any of the conditions described herein actually prevail. Upon determination or suspicion that the equipment or material is unsafe where safeguards are inadequate, the employee shall report such to the supervisor immediately. If the supervisor 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.
- 14.6.4 Safety Committees - Affected Unions shall be notified in advance and included in any processes that are used by City Departments to determine employee membership on all departmental, divisional, and sectional Safety Committees. Union notification and engagement protocols will be facilitated through departmental labor management committees.
- 14.6.4.1 The parties agree that training on personal safety is an appropriate topic for discussion at a labor management meeting.
- 14.7 Bulletin Boards - The City, upon written request from the Council relative to a specific City department which employs individuals covered by this Agreement, shall provide bulletin board space for the use of the Council or its affiliates in an area accessible to employees covered by this Agreement; provided however, said space shall not be used for notices which are controversial or political in nature. All material posted by the Council or its affiliates shall be officially identified as such.

14.8 Investigatory Interviews - When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that particular incident, the employee shall have the right to request that the employee be accompanied at the investigatory interview by a representative of the Union. If the employee makes such a request, the request shall be made to the City representative conducting the investigatory interview. The City, when faced with such a request, may:

- A. Grant the employee's request, or
- B. Deny the employee's request but, in doing so, stop and/or cancel the investigatory interview.

14.8.1 In construing this Section, it is understood that:

- A. The City is not required to conduct an investigatory interview before discipline or discharging an employee.
- B. The City does not have to grant an employee's request for Union representation when the meeting between the City and the employee is not investigatory, but is solely for the purpose of informing an employee of a disciplinary/discharge decision that the City has already made relative to that employee.
- C. The employee must make immediate arrangements for Union representation when their request for representation is granted.
- D. An employee shall attend investigatory interviews scheduled by the City at reasonable times and reasonable places.

14.9 Career Development - The City and the Union agree that employee career growth can be beneficial to both the City and the affected employee. As such, consistent with training needs identified by the City and the financial resources appropriated therefore by the City, the City shall provide educational and training opportunities for employee career growth. Each employee shall be responsible for utilizing those training and educational opportunities made available by the City or other institutions for the self-development effort needed to achieve personal career goals.

14.9.1 The City and the Union shall meet periodically to discuss the utilization and effectiveness of City-sponsored training programs and any changes to same which pertain to employees covered by this Agreement. The City and the Union shall use such meetings as a vehicle to share and to discuss problems and possible solutions to upward mobility of employees covered by this Agreement and to identify training programs available to employees covered by this Agreement.

14.10 Uniforms - At Seattle Center the City shall provide and clean uniforms on a reasonable basis whenever employees are required by the City to wear uniforms.

14.11 Footwear Reimbursement - The City shall pay up to the amounts in A through C below per Agreement year for each regular employee as partial reimbursement for the cost of purchasing or repairing protective or other specified footwear or other work gear (example: rain-gear, gloves, etc.) when such items are required by the City. Requests for reimbursement of such footwear or gear shall be accompanied by a receipt showing the amount and place of purchase or repair. An employee who does not use the full amount in one calendar year may carry over the remaining balance to the next year for use in addition to the amount allocated for that year. This carryover shall extend for the three (3) calendar years of the Agreement, but not into the ensuing year after the expiration of the Agreement. Temporary employees who qualify for the "0521st hour through 1040th hour" level of premium pay or greater as set forth within Section 1.2.2, shall be eligible for receipt of the footwear or gear allowance every other year subject to the conditions set forth herein for receipt of same by regular employees. Gear does not include articles of clothing already being issued. (See various Appendices to see whether footwear/gear allowance has increased for any of the bargaining units.)

A. Effective January 1, 2019, one hundred ten dollars (\$110.00).

B. Effective January 1, 2020, one hundred seventy-five dollars (\$175.00).

C. Effective January 1, 2021, two hundred dollars (\$200.00).

14.11.1 Any employee who does not exhaust their full allotment on footwear in any given year may purchase other gear with the remaining money. Examples of gear that can be purchased are rain gear, gloves, heavy duty coveralls or overalls, work pants and jackets (canvas types) safety glasses. All gear purchased shall be for work purposes only. The City shall continue to furnish all the gear to employees that they currently are in the practice of furnishing.

14.12 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.

14.13 Seattle Center Employee Parking - The Seattle Center shall continue its practice of providing parking without charge on a space available basis to Seattle Center employees covered by this Agreement who were in regular (as opposed to temporary or intermittent) full-time or part-time status prior to

November 4, 1987. Seattle Center employees who attain regular employment status on or after November 4, 1987, and who desire parking privileges shall pay twenty dollars (\$20.00) a month for parking during working hours only, or twenty-five dollars (\$25.00) a month for parking during working hours and all other hours.

14.13.1 The City reserves the right to open Article 14.13 for the purpose of negotiating changes to employee parking and fees to address incentives for High Occupancy Vehicle (HOV) parking and disincentives for Single Occupancy Vehicle (SOV) parking and other matters as may be necessary for an effective commute trip reduction program, as required by the City of Seattle Ordinance and State Law RCW 70.94.521-551.

14.14 Metro Passes – The City shall provide a transit subsidy consistent with SMC 4.20.370.

14.14.1 Effective January 1, 2020, the Commute Trip Reduction (“CTR”) parking benefit cost to the employee will increase from seven dollars (\$7.00) to ten dollars (\$10.00).

14.15 On or about May 1st of each calendar year, the City shall provide the Council with a current listing of all employees within each bargaining unit.

14.16 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. 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 physical exam at this reimbursement rate. If an employee is covered by a City medical plan which includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Group Health or Aetna) or shall seek reimbursement through the medical plan. The City shall make a reasonable effort to make City trucks or equipment available for skill tests.

14.16.1 In addition, for those employees qualifying as hereinbefore described, fees charged for the Department-approved classes offered for employees to assist them in passing this exam shall be reimbursed on a one-time-only basis.

14.16.2 Employees in other job titles or positions not involving the driving of vehicles requiring the CDL who wish to take exam preparation or driver training courses may request approval of the courses and reimbursement of fees in the normal manner in which educational expenses are applied for and approved by Departments; provided however, license fees for these individuals shall not be

- reimbursed, nor shall the City be obligated to make City trucks or equipment available for skill tests for these individuals. Nothing contained herein shall guarantee that written exams, skill tests or training classes established for the purposes described herein shall be conducted during regular work hours or through adjusted work schedule(s) nor shall such written exams, skill tests or training classes be paid for on an overtime basis.
- 14.16.3 Employees required to have a Hazardous Material endorsement (HME) are required per Federal regulations to submit to a background records check and fingerprinting. Employees may make application for such HME on City time and shall be reimbursed for the fees associated with the background records check and fingerprinting if such endorsement is required by the job.
- 14.17 The City shall provide employees with appropriate training in the safe operation of any equipment prior to its use.
- 14.18 Ethics and Elections Commission - Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics; including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement; and, as such, are not subject to the Grievance Procedure contained within this Agreement. Records of any fines imposed, or monetary settlements shall not be included in the employee's Personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.
- 14.18.1 In the event the Employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's Personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.
- 14.19 The City and the Union encourage the use of the "Early Mediation Project" or other 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.
- 14.20 Employees may be afforded sabbatical leave under the terms and conditions of Seattle Municipal Code SMC 4.33.
- 14.21 Pay for Deployed Military
- A. A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall receive the difference

between one hundred percent (100%) of their City base pay and their military pay (plus adjustments).

City base pay shall include every part of wages except overtime.

- B. A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted their annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.
- 14.22 Any nonsupervisory employee assigned to train employee's outside of the employee's normal duties (as defined by the class specification) will be given a four percent (4%) (or higher rate, if that has been past practice) premium while so assigned. Such premium will be given for formal training involving group or classroom training of four (4) hours or more, and such training will be assigned by management and involve more than normal on-the-job training. (Examples of such formal training shall include, but not limited to first aid, CPR, or pesticide training.)
- 14.23 Contracting Out – The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, or (2) the contract will result in cost savings to the City, or (3) the occurrence of peak loads above the work force capability.
- 14.23.1 Determination as to (1), (2), or (3) above shall be made by the department head involved; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union shall be notified. The department head involved shall make available to the Union upon request (1) a description of the services to be so performed, and (2) the detailed factual basis supporting the reasons for such action.
- 14.23.2 The Union may grieve contracting out for work as described herein, if such contract involves work normally performed by employees covered by the Agreement.

14.24 Employee Paid Status During Bargaining – The parties to this agreement recognize the value to both the Union and the City of having employees express their perspective(s) as part of the negotiations process. Therefore, effective July 11, 2001, employees who participate in bargaining as part the Union’s bargaining team during the respective employee’s work hours shall remain on paid status, without the Union having to reimburse the City for the cost of their time, PROVIDED the following conditions are met:

- A. Bargaining preparation and meetings of the Union’s bargaining team other than actual negotiations shall not be applicable to this provision.
- B. No more than an aggregate of one hundred (100) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision for both Coordinated Bargaining with the Coalition of City Unions and bargaining on the Joint Crafts Council “boilerplate” language.
- C. In addition to the above, no more than an aggregate of one hundred fifty (150) hours of paid time for the negotiation sessions resulting in a labor agreement, including any associated overtime costs, shall be authorized under this provision for bargaining on Council Appendices.
- D. If the aggregate of one hundred fifty (150) hours is exceeded, the Union shall reimburse the City for the cost of said employee(s) time, including any associated overtime costs.

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

14.26 Meeting Space – Where allowable and prior arrangements have been made, the City may make available to the Unions, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.

14.27 Testify before Civil Service Commission - Any individual member covered by this Agreement, who is directly involved through individual appeal, in a matter being reviewed by the Civil Service Commission, shall be allowed time during working hours without loss of pay to attend such a meeting if called to testify.

14.28 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 their previous shift and the beginning of their 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.

14.29 Shift Premium – Effective December 30, 2015, an employee, with the exception of employees within Appendix C, who is scheduled to work not less than four (4) hours of their regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premium pay for all scheduled hours worked during such shift.

| | |
|--------------------|------------------------|
| <u>Swing Shift</u> | <u>Graveyard Shift</u> |
| \$0.75 per hour | \$1.00 per hour |

14.29.1 Effective December 25, 2019, an employee, with the exception of employees within Appendix C, who is scheduled to work not less than four (4) hours of their regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premium pay for all scheduled hours worked during such shift.

| | |
|--------------------|------------------------|
| <u>Swing Shift</u> | <u>Graveyard Shift</u> |
| \$1.00 per hour | \$1.50 per hour |

14.29.2 The afore-referenced shift premium shall apply to time worked as opposed to time-off with pay except for sick leave, and therefore, for example, the premium shall not apply to vacation, holiday pay, bereavement leave, etc. Employees who work one of the shifts for which a premium is paid and who are required to work overtime, shall not have the shift premium included as part of the base hourly rate for purposes of computing the contractual overtime rate.

14.29.3 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.

14.29.4 Effective December 25, 2019, temporary employees shall be eligible for shift differential as provided herein.

14.30 Public Disclosure Request – The City shall promptly notify the affected employee and the union when the City receives a public disclosure request that seeks personal identifying information of an employee such as birthdate, social security number, home address, home phone number. The City shall not disclose information that is exempt from public disclosure. This Section shall be exempt from Article 20 Grievance Procedure.

14.31 The Council and the City agree to the following:

- A. A reopener on impacts associated with revisions of 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.
- C. A reopener on changes arising from or related to the Washington Paid Family and Medical Leave Program (Title 50A RCW) including, but not limited to, changes to the City's current paid leave benefit which may arise as a result of final rulemaking from the State of Washington, which may include changes to the draw down requirements associated with the City's Paid Family and Parental Leave programs.
- D. 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.
- E. A reopener on Seattle Center Parking.
- F. No later than June 1, 2020 the parties agree to reopen the contracting provisions related to notice and types of information when the City is contracting out work, and provisions related to comparable wages and benefits when work is contracted out.
- G. Contracting out will be a part of the Labor Management Leadership Committee's work plan for 2020.
- H. The City's temporary employment philosophy and practices will be part of the Labor Management Leadership Committee's 2020 work plan.
- I. Sick Leave Donation Program – A Labor Management Committee will be established for the purpose of proposing rules and procedures for a new, program. The LMC will be to develop consistent, transparent and equitable proposals for processes across all departments within the City. The LMC shall also explore proposals to lower the minimum leave bank required to donate sick leave and permit donation of sick leave upon separation from the City. The LMC must consult with the Office of Civil Rights to ensure compliance with the City's Race and Social Justice Initiative. Once the LMC has developed its list of proposals, the City and Coalition of City Unions agrees to reopen each contract on this subject.
- J. Work/Life Support Committee – The Work/Life Support Committee (WLSC) shall be a citywide Labor Management Committee (LMC) to promote an environment for employees that supports and enhances their ability to meet their responsibilities as employees of the City of Seattle and support their work life balance. The WLSC may provide recommendations to the Mayor and City Council on programs and policies that further support the work life balance.

- J.1 The WLSC shall develop an annual workplan to identify programs and policies that promote a work life balance for city employees. These may include, but are not limited to, dependent care subsidy/support program for eligible employees, enhancing alternative work arrangements, flexible work hours, job sharing, on-site/near site child care, expanding definition of family for access to leave benefits, shift swaps, resource and referral services, emergency leve, and back-up care. This committee may conduct and make recommendations no later than March 31 of each year.
- J.2 The membership of WLSC shall be made up of the Mayor or designee, the Director of Labor Relations or designee, up to five Directors or designee from city departments, members designated by the Coalition of City Unions at equal numbers as the management representatives. If a CCU designee is a city employee, they shall notify their supervisor and management will not unreasonably deny the participation on paid release time on the WLSC.
- J.3 The WLSC shall meet at least four (4) times per calendar year. The WLSC may meet more frequently if necessary if all parties agree.
- J.4 The WLSC may establish workgroups that include other department representatives and/or subject matter experts. These subcommittees shall conform with rules established by the WLSC.
- J.5 The WLSC and its subcommittee(s) shall not have the authority to change, amend, modify or otherwise alter collective bargaining agreements.

**ARTICLE 15 – JOINT CRAFTS COUNCIL AND LABOR-MANAGEMENT
COMMITTEES**

- 15.1** It is the intent of each of the Unions to carry out its collective bargaining responsibility as a member of the Council, an organization consisting of various Unions which have been recognized as collective bargaining representatives by the City. To this end, the City agrees to confer with officials of the Unions on matters subject to collective bargaining. Each of the Unions agree that all representations made on its behalf by the Council or its agents shall have the same force and effect as if made by the Union itself, and that notices or other communications exchanged between the City and the Council or its agents shall have the same force and effect as if made by the Union itself, and that notices or other communications exchanged between the City and the Council shall have the same effect as notices exchanged directly between the City and the Unions.
- 15.2** The parties agree that for the sake of equity among employees as well as administrative efficiency, it is desirable to standardize conditions of employment pertaining to employees represented by Unions affiliated with the Council. Therefore, the parties hereto agree to encourage standardization of benefits and other conditions of employment wherever appropriate, and to utilize the good offices of the Council to effect this end.
- 15.3** The mutual recognition of the Council for the purposes stated herein shall continue except and until such time as either the City advises the Unions or any one Union; or the Unions or any one Union advises the City in writing of its desire to withdraw such recognition and provided further that a period of one hundred twenty (120) days has elapsed from the date of such advisement. Thereupon, the Council shall no longer represent any such Union or Unions. In no event, however, shall any such notice terminate or otherwise interrupt this Agreement and the only effect of any such advisement shall be to eliminate the Council as a vehicle for collective bargaining with respect to subsequent labor contracts.
- 15.4** The Council shall constitute the principal forum for the Unions signatory to this Agreement to present suggestions and complaints of a general nature affecting employees of the City. To this end, the duly- authorized representatives of the Council shall function as one-half of a Labor-Management Committee, the other half being certain representatives of the City named for that purpose. Said Committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties other than those for which another procedure is provided by Law or by other provisions of this Agreement. This committee shall only function in a consultative capacity.
- 15.5** Labor-Management Leadership Committee – The Labor-Management Leadership Committee will be a forum for communication and cooperation between labor and management to support the delivery of high quality, cost-

effective service to the citizens of Seattle while maintaining a high-quality work environment for City employees.

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

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

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

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

ARTICLE 16 – WORK STOPPAGES AND JURISDICTIONAL DISPUTES

16.1 Work Stoppages - The City and the Unions signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of all City service, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Unions and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slow down or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions may be subject to such disciplinary actions as may be determined by the City.

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

- A. Within not more than twenty-four (24) hours after the occurrence of any such unauthorized action, the Union(s) shall publicly disavow the same by posting a notice on the bulletin boards available, stating that such action is unauthorized by the Unions(s);
- B. The Union(s), its officers and representatives shall promptly order its members to return to work, notwithstanding the existence of any wildcat picket line;
- C. The Union(s), its officers and representatives shall, in good faith, use every reasonable effort to terminate such unauthorized action;
- D. The Union(s) shall not question the unqualified right of the City to discipline or discharge employees engaging in or encouraging such action. It is understood that such action on the part of the City shall be final and binding upon the Union(s) and its members and shall be in no case construed as a violation by the City of any provision in this Agreement.

16.2 Jurisdictional Disputes - Any jurisdictional dispute which may arise between any two (2) or more labor organizations holding current collective bargaining agreements with the City of Seattle shall be settled in the following manner:

- A. A Union which contends a jurisdictional dispute exists shall file a written statement with the City and other affected Unions describing the substance of the dispute.
- B. During the thirty (30) day period following the notice described in Section 16.2(1), the Unions along with a representative of the City shall attempt to settle the dispute among themselves, and if unsuccessful shall request the assistance of the Washington State Public Employment Relations Commission.

ARTICLE 17 – RIGHTS OF MANAGEMENT

- 17.1 The right to hire, promote, discharge, and discipline 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.
- 17.2 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.
- 17.3 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.
- 17.4 The City agrees that performance standards shall be reasonable.

ARTICLE 18 – SUBORDINATION OF AGREEMENT

- 18.1** The parties hereto and the employees of the City are governed by the provisions of applicable Federal Law, State Law, and the City Charter. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said Federal Law, State Law, or City Charter are paramount and shall prevail.
- 18.2** The parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

ARTICLE 19 – ENTIRE AGREEMENT

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

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

ARTICLE 20 – GRIEVANCE PROCEDURE

- 20.1** Any dispute between the City and the Union concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a contract grievance. The following outline of grievance procedures is written for a grievance of the Union against the City, but it is understood the steps are similar for a grievance of the City against the Union.
- 20.2** 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.
- 20.2.1** 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].)
- 20.3** As a means of facilitating settlement of a contract grievance, either party may include an additional member at its expense on its committee. Additionally, either party may amend an initial grievance up to the second Step of the following procedure. If at any Step in the contract grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.
- 20.4** For grievances filed in accordance with Sections 20.2 and/or 20.2.1, failure by an employee or the Union to comply with any time limitation of Steps 2, 3, and 4 of the procedure in this Article shall constitute withdrawal of the grievance; provided however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.
- 20.5** Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.
- 20.6** A contract grievance shall be processed in accordance with the following procedure:
- 20.6.1** (**Step 1**) – The contract grievance shall be reduced to written form by the aggrieved employee and/or the Union, stating the section of the agreement allegedly violated and explaining the grievance in detail. The aggrieved employee and/or the Union Representative shall present the written grievance to the employee's supervisor within twenty (20) business days of the alleged contract violation, with a copy of the grievance submitted to the Union by the aggrieved employee. The immediate supervisor should consult and/or arrange a meeting with their supervisor, if necessary, to resolve the contract grievance.

The parties shall make every effort to settle the contract grievance at this stage promptly. The immediate supervisor shall, in writing, answer the grievance within ten (10) business days after being notified of the grievance, with a copy of the response submitted to the aggrieved employee and the Union.

20.6.2 (Step 2) – If the contract grievance is not resolved as provided in Step 1, or if the contract grievance is initially submitted at Step 2, it shall be reduced to written form, which shall include identification of the Section(s) of the Agreement allegedly violated, the nature of the alleged violation, and the remedy sought. The Union representative shall forward the written contract grievance to the Division Head with a copy to the City Director of Labor Relations within ten (10) business days after the Step 1 answer.

20.6.2.1 With Mediation

- A. At the time the Union submits the grievance to the division head, the Union Representative or the aggrieved employee or the division head may submit a written request for voluntary mediation assistance, with a copy to the Alternative Dispute Resolution (ADR) Coordinator, the City Director of Labor Relations, and the Union representative. If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within ten (10) business days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or their designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Union representative and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in the implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the appropriate division head, and the appropriate Union representative shall be so informed by the ADR Coordinator.
- B. The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to create a precedent regarding the interpretation of the collective bargaining agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

C. If the grievance is not resolved through mediation, the Division Head shall thereafter convene a meeting within ten (10) business days between the Union representative and aggrieved employee, together with the designated Supervisor, the Section Manager, the Department Labor Relations Officer and any other members of management whose presence is deemed necessary by the City to a fair consideration of the alleged contract grievance. The City Director of Labor Relations or designee may attend such meeting. The Division head shall give a written answer to the Union within ten (10) business days after the contract grievance meeting.

20.6.3 (Step 3) - If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2 shall be forwarded 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, pursuant to Section 20.2.1 to the City Director of Labor Relations with a copy to the appropriate Department Head. The Director of Labor Relations or designee shall investigate the alleged contract grievance and, if deemed appropriate, the Director of Labor Relations or their designee shall convene a meeting between the appropriate parties. The Director of Labor Relations or their designee shall thereafter make a confidential recommendation to the affected Department Head who shall, in turn, give the Union an answer in writing ten (10) business days after receipt of the contract grievance or the meeting between the parties.

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

20.6.4 (Step 4) - If the contract grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. It may be referred to the Federal Mediation and Conciliation Service for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration shall be made within twenty (20) business days after the City's answer or failure to answer in Step 3, and shall be accompanied by the following information:

- A. Identification of Section(s) of Agreement allegedly violated.
- B. Nature of the alleged violation.
- C. Question(s) which the arbitrator is being asked to decide.
- D. Remedy sought.
- E. In lieu of the procedure set forth in Section 20.6.4, Step 4, the City and the Union may mutually agree to select an arbitrator to decide the issue.

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

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

- A. The Director of Labor Relations, or designee, will notify the Union of such receipt and will provide a date [not to exceed six (6) months from the date of receipt of the grievance] when a proposed classification determination report responding to the grievance will be sent to the Union. The Director of Labor Relations, or designee, will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the six (6) month period.
- B. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations, or designee, will respond to the grievance in writing.
- C. If the grievance is not resolved, the Union may, within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:
 1. The Union may submit the grievance to binding arbitration per Article 20, Section 20.6.4; or
 2. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one Human Resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Seattle Human Resources Director with forty-five (45) business days of the appeal hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Board's

recommendation, that decision shall be final and binding and not subject to further appeal. If the Seattle Human Resources Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Article 20, Section 20.6.4.

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

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

20.8.1 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.

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

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

20.8.4 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.

20.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided however, disciplinary action may be processed through the contract grievance procedure; provided further, an employee covered by this Agreement must upon initiating objections relating to disciplinary action use either the contract grievance procedure contained herein (with the Union processing the grievance) or pertinent Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate their objections relating to a disciplinary action through both the grievance procedure and the Civil Service Commission, the grievance shall be considered withdrawn upon first notice that an appeal has been filed before the Civil Service Commission. In grievances relating to discharge, the City shall present its position first before an arbitrator or the Civil Service Commission.

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

A. Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the timelines of the

grievance procedure will be held in abeyance pending the completion of the Peer Review process; and

- B. Either party may make an “Offer of Settlement” to encourage settlement of a grievance in advance of a scheduled arbitration hearing, with the potential consequence that the party refusing to accept an offer of settlement may be required to bear all of the costs of arbitration, excluding attorney and witness fees, contrary to Section 20.8.3.
- C. The parties may mutually agree to alter, amend or eliminate these procedures by executing a revised Memorandum of Agreement.

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 for such Article.

ARTICLE 22 – DISCIPLINARY ACTIONS

- 22.1** The City may suspend, demote, or discharge an employee for just cause. The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:
- A. verbal warning;
 - B. written reprimand;
 - C. suspensions;
 - D. demotion; or
 - E. termination.
- 22.1.1** Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct.
- 22.1.2** Provided the employee has received no further or additional discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two (2) years other than to show notice of any rule or policy at issue.
- 22.1.3** Discipline that arises as a result of a violation of workplace policies or City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to Section 22.1.2 above.
- 22.2** In cases of suspension or discharge, the specified charges and duration, where applicable, of the action shall be furnished to the employee in writing not later than one (1) working day after the action became or becomes effective. An employee may be suspended for just cause pending demotion or discharge action.
- 22.3** Whenever an employee is given written notice of a disciplinary action as defined above in Section 22.1, a copy of the disciplinary notice shall be transmitted to the Union. Provided, that the Department shall first ask the affected employee's permission, and in the event the employee declines, then a copy will not be sent to the Union.

ARTICLE 23 – TERM OF AGREEMENT

23.1 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, 2021. 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, 2021. 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.

23.1.1 Notwithstanding the provisions of Section 23.1, 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 _____, 2019

CITY OF SEATTLE, WASHINGTON
Executed Under Authority of

Ordinance No. _____

JOINT CRAFTS COUNCIL

By _____
Ian Gordon, President

By _____
Jenny A. Durkan, Mayor

By _____
Jana Sangy
Director of Labor Relations

THE UNIONS HEREINAFTER LISTED, as a party to the Agreement by and between the City of Seattle and the Joint Crafts Council on behalf of the Council and each on its own behalf, do hereunto affix their signatures.

By _____
UNITE HERE, Local No. 8

By _____
InlandBoatmen's Union of the Pacific

By _____
International Alliance of Theatrical Stage Employees & Moving Picture Machine Operators of the United States and Canada, Local No. 15

By _____
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local No. 104

By _____
International Brotherhood of Electrical Workers, Local No. 46

By _____
International Brotherhood of Teamsters, Local No. 763

By _____
International Brotherhood of Teamsters, Local No. 117

By _____
International Union of Painters and Allied Trades District Council No. 5

By _____
Public Service and Industrial Employees, Local No. 1239

By _____
Sheet Metal Air, Rail, & Transportation Workers International Association, Local No. 66

By _____
Public Service and Industrial Employees, Local No. 1239, Security Officers

By _____
International Union of Operating Engineers, Local 302

A P P E N D I C E S
"A" through "M"
to the
A G R E E M E N T
by and between
THE CITY OF SEATTLE
and
JOINT CRAFTS COUNCIL

Effective January 1, 2019, through December 31, 2021

APPENDIX A

UNITE HERE, LOCAL NO. 8

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the UNITE HERE, Local No. 8, hereinafter referred to as the Union, for that period from January 1, 2019 through December 31, 2021. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

A.1 Effective December 26, 2018, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

| <u>CLASSIFICATION</u> | <u>STEP A</u> <u>00-06 m</u> | <u>STEP B</u> <u>07-18 m</u> | <u>STEP C</u> <u>19-30 m</u> | <u>STEP D</u> <u>31-42 m</u> | <u>STEP E</u> <u>43 m +</u> |
|---------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|--------------------------------|
| Cook..... | 27.93 | 29.05 | 29.05 | 29.05 | 29.05 |
| Cook, Supervising | 31.93 | 33.04 | 33.04 | 33.04 | 33.04 |
| Camp Service Aide | 19.40 | 20.11 | 20.87 | 20.87 | 20.87 |
| Camp Service Aide Sr..... | 21.30 | 22.14 | 22.96 | 22.96 | 22.96 |

A.1.1 Effective December 25, 2019, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

| <u>CLASSIFICATION</u> | <u>STEP A</u> <u>00-06 m</u> | <u>STEP B</u> <u>07-18 m</u> | <u>STEP C</u> <u>19-30 m</u> | <u>STEP D</u> <u>31-42 m</u> | <u>STEP E</u> <u>43 m +</u> |
|---------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|--------------------------------|
| Cook..... | 28.94 | 30.10 | 30.10 | 30.10 | 30.10 |
| Cook, Supervising..... | 33.08 | 34.23 | 34.23 | 34.23 | 34.23 |
| Camp Service Aide | 18.57 | 19.36 | 20.10 | 20.83 | 21.62 |
| Camp Service Aide Sr..... | 20.47 | 21.26 | 22.07 | 22.94 | 23.79 |

A.1.2 Effective January 6, 2021, base wage rates will be increased by 1% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%.

A.2 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

A.3 Effective December 29, 2004, a fund equivalent to thirty-four dollars (\$34) per employee per year shall be available. Management and Union will determine on what job-related needs such amount will be spent.

APPENDIX B

INLANDBOATMEN'S UNION OF THE PACIFIC

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the Inland Boatmen's Union of the Pacific, hereinafter referred to as the Union, for that period from January 1, 2019 through December 31, 2021 This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

B.1 Effective December 26, 2018, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

| <u>CLASSIFICATION</u> | <u>STEP A</u> <u>00-06m</u> | <u>STEPB</u> <u>07-18m</u> | <u>STEP C</u> <u>19-30m</u> | <u>STEP D</u> <u>31 m +</u> |
|---|--------------------------------|-------------------------------|--------------------------------|--------------------------------|
| Passenger & Tugboat Operator, Senior .. | 34.43 | 35.83 | 36.44 | 37.92 |
| Passenger & Tugboat Operator | 30.74 | 31.94 | 33.18 | 34.43 |

B.1.1 Effective December 25, 2019, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

| <u>CLASSIFICATION</u> | <u>STEP A</u> <u>00-06m</u> | <u>STEP B</u> <u>07-18m</u> | <u>STEP C</u> <u>19-30m</u> | <u>STEP D</u> <u>31 m +</u> |
|---|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Passenger & Tugboat Operator, Senior .. | 35.67 | 37.12 | 37.75 | 39.29 |
| Passenger & Tugboat Operator | 31.85 | 33.09 | 34.37 | 35.67 |

B.1.2 Effective January 6, 2021, base wage rates will be increased by 1% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%.

B.1.2 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

- B.2** Physical Exams for Renewal of Coast Guard Licenses - The City of Seattle City Light Department shall pay a maximum of forty dollars (\$40) for Senior Motorboat Operators/Senior Passenger and Tugboat Operators and Motorboat Operators/Passenger and Tugboat Operators who are required to obtain physical exams to renew their Coast Guard license. This shall apply only to those employees who are not covered by a City-paid Health Maintenance Organization Plan; such as Group Health and who obtain such physical exam at the Multi-Service Center near Northgate in Seattle, Washington. The exam shall consist of a review of the employee's general physical condition, visual acuity and hearing per Merchant Marine Personnel Physical Examination Report (Coast Guard Form C.G.-719K and OMB Number 2115-0501).
- B.2.1** Employees shall be provided up to eight (8) hours of straight-time release time, paid by The City of Seattle City Light Department, to take the exam when such schedule has been arranged with their supervisor; provided however, no overtime, meal or mileage reimbursement shall be paid, nor shall the City provide transportation.
- B.3** The employing Department agrees to reimburse employees for costs related to the renewal of the USCG Merchant Mariners Credential required by employees to fill the positions of Operator and Senior Operator.

APPENDIX C

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AFL-CIO, CLC, LOCAL NO. 15

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Alliance Of Theatrical Stage Employees & Moving Picture Technicians, Artists and Allied Crafts Of The United States And Canada, Local No. 15, hereinafter referred to as the Union, for that period from January 1, 2019 through December 31, 2021. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

C.1 Effective December 26, 2018, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

| <u>CLASSIFICATION</u> | <u>STEP A</u> <u>00-06 m</u> | <u>STEP B</u> <u>07-18m</u> | <u>STEP C</u> <u>9-30m</u> | <u>STEP D</u> <u>31 m +</u> |
|--|---------------------------------|--------------------------------|-------------------------------|--------------------------------|
| Crew Chief, Stage | 36.85 | 38.40 | 39.81 | 41.26 |
| Grip-Intermittent* | 28.43 | 28.43 | 28.43 | 28.43 |
| Lead Stage Technician | 33.69 | 35.06 | 35.06 | 35.06 |
| Lead Stage Technician, Intermittent..... | 33.69 | 35.06 | 35.06 | 35.06 |
| Stage Technician-Intermittent | 32.51 | 32.51 | 32.51 | 32.51 |
| Stage Technician Rigger-Intermittent | 37.14 | 37.14 | 37.14 | 37.14 |

*NOTE: Work performed by Lead Stage Technicians, Stage Technician Riggers, fork-lift operators, truck loaders, “man-lift” operators, spot operators, and rehearsal or performance crews will not be subject to use of the Grip-Intermittent title.

C.1.1 Effective December 25, 2019, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

| <u>CLASSIFICATION</u> | <u>STEP A</u> <u>00-06m</u> | <u>STEP B</u> <u>07-18m</u> | <u>STEP C</u> <u>9-30m</u> | <u>STEP D</u> <u>31 m +</u> |
|-----------------------|--------------------------------|--------------------------------|-------------------------------|--------------------------------|
|-----------------------|--------------------------------|--------------------------------|-------------------------------|--------------------------------|

| | | | | |
|---|-------|-------|-------|-------|
| Crew Chief, Stage | 38.18 | 39.78 | 41.24 | 42.75 |
| Grip-Intermittent* | 29.45 | 29.45 | 29.45 | 29.45 |
| Lead Stage Technician | 34.90 | 36.32 | 36.32 | 36.32 |
| Lead Stage Technician, Intermittent..... | 34.90 | 34.90 | 34.90 | 34.90 |
| Stage Technician-Intermittent | 33.68 | 33.68 | 33.68 | 33.68 |
| Stage Technician Rigger-Intermittent..... | 38.48 | 38.48 | 38.48 | 38.48 |

*NOTE: Work performed by Lead Stage Technicians, Stage Technician Riggers, fork-lift operators, truck loaders, “man-lift” operators, spot operators, and rehearsal or performance crews will not be subject to use of the Grip-Intermittent title.

C.1.2 Effective January 6, 2021, base wage rates will be increased by 1% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%.

C.3 Stage Technician-Intermittent, Lead Premium - The Stage Crew Chief or their designee may assign a Stage Technician-Intermittent to act as a Lead. Effective January 1, 2015, for all hours while so assigned such Lead shall be paid at the first step of a regular Lead Stage Technician. This premium rate shall only be paid for hours worked and shall be multiplied by the overtime rate for overtime hours worked. Under the general supervision of Lead Stage Technician(s), Stage Technician-Intermittent, Lead(s) shall be expected to make task assignments and direct the work activities of Stage Technician-Intermittents in accordance with Seattle Center policies. The Department may request that specific Stage Technician-Intermittents if available, be dispatched to perform such work.

C.4 Seattle Center may request that Stage Technicians-Intermittents who possess specific skills be dispatched to calls that would normally be staffed and paid at Grip-Intermittent rate at the Seattle Center. When the Union provides a worker who possesses the required skills, the individual shall be paid at the Stage Technician-Intermittent rate of pay versus the Grip-Intermittent rate of pay.

C.5 Due to the nature of the business and the working conditions, Sections 1.4 and 1.4.1 shall not apply to employees covered by this Appendix.

C.6 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

C.7 Stage Technicians who perform work on temporary stage structures and are at or above ten feet from ground level and therefore required to wear fall-protection gear, or who are required by the Lead Technician to wear fall-protection gear due to inclement weather or other legitimate safety concerns, shall be compensated at the applicable rigger rate of pay for a minimum of one hour.

C.1.8.1 Effective January 1, 2019, Stage Technician Riggers working from the green beams in the Armory shall be compensated at one and one-half (1½) times the applicable rigger rate of pay for all time so assigned, with a minimum of one hour.

C.2 Lead Stage Technicians employed at the Seattle Center shall be afforded two (2) consecutive days off in each seven (7) day period, Wednesday to Tuesday.

C.3 Jurisdiction - The exclusive jurisdiction covered by the terms of this Appendix to be performed by regular and/or temporary bargaining unit employees represented by the Union shall generally encompass the unloading, take-in, set-up, operation of, take-down, take-out and loading-up of stage equipment and materials within the Seattle Center grounds as more specifically hereinafter described.

C.3.1 The City shall notify the Union in writing when a new venue is to be established at Seattle Center. A new venue shall be defined as any permanent or temporary structure utilized for the presentation of theatrical entertainment, public or private events for an audience or clientele. The City shall inform the Union if the jurisdictional provisions set forth in this Appendix are not applicable to a new venue.

C.3.1.1 In the case where a new venue is developed through a ground lease by Seattle Center, the City shall notify the Union in writing when entering into negotiations on the terms of such Ground Lease. Prior to the opening of any such new venue, the Seattle Center shall provide a meeting between the Union and the party(ies) executing the Ground Lease to facilitate the Union's offer of services in the operation of the new venue.

C.3.1.2 The parties agree that this Appendix does not apply to the Seattle Arena during the lease of the Seattle Arena Co.

C.3.1.3 The parties agree that the provisions of this Appendix apply to all City of Seattle venues when members of the Union are working under the employment of the City.

C.3.2 The following City-owned equipment shall be handled and/or operated exclusively by regular and/or temporary bargaining unit employees:

A. Staging and Component Parts:

- Stage platforms, and stage platform steps

B. Onstage Elements:

- Choral risers, chairs, music stands, pianos, podiums, lecterns, flags and scenic elements

C. Theatrical Lighting:

- Followspots, light control boards, including PC-based systems, and ancillary systems
- Theatrical lighting instruments including automated moving lights
- House light-control boards and systems and house-lights
- Electrical cables (associated with the above)

D. Theatrical Fly Systems:

- Counterweight systems (pin rail through batten)

E. Rigging Hardware:

- Cables, block and falls when used as part of theatrical suspension systems

F. Soft goods, Masking and Acoustical Surrounds:

- Stage curtains and other hanging goods
- Choral shells (including symphony shell)

G. Other:

- Large semi-permanent projection screens
- Wrestling and boxing rings
- Pit covers, music stands, stand lights, and staging barricades
- Forklifts and personnel lifts when utilized in connection with stage work

C.3.3 The following job duties shall be performed exclusively by regular and/or temporary bargaining unit employees:

A. Unloading, take-in, set-up, operation of, take-down, take-out and loading-up of stage equipment and materials (which shall include temporary portable lighting and sound systems) and for City-owned equipment as in Section C.3.2.

B. The laying of temporary electrical and control cable in catwalks and lighting of KeyArena for purpose of installing theatrical apparatus or photographic lights.

C. Rigging on the Seattle Center grounds. Rigging shall be defined as “work directly related to the suspension of temporary or permanent stage equipment by means of cables, pulleys, tackle, winches or other gear from ground levels, existing overhead structures and specific safe points on vertical walls on the Seattle Center grounds.” Specific safe points shall be

defined as “overhead catwalk supporting beams, stage house grids, and vertical wall eye-bolts.” Rigging work may also include the unloading and loading of accessible rigging gear such as cables, pulleys, tackle, winches, etc.

- D. The operation of Forklifts and Personnel Lifts when utilized in connection with stage work.
- E. Maintenance, repair, and custodial care for the stage areas which shall include such areas as the light bridge, light booth and pit.
- F. Operation of the light-control boards in the, Bagley-Wright Theater, McCaw Hall, Charlotte Martin Theater, the Armory House Theater, the Cornish Playhouse and they shall be restricted solely to regular, full-time employees subject to the provisions of Section C.3.7.
- G. Operation of the light control board in the Armory House Theatre during Seattle Center Production events, shall be restricted to regular, full-time employees or regular, part-time employees.
- H. Operation of the light control boards for Center House Stage shall be restricted to regular, full-time employees; regular, part-time employees; or Stage Technicians-Intermittents.
- I. Notwithstanding any provision to the contrary as may be contained elsewhere within this Appendix, there shall be a Seattle Center employed Stage Technician in control and in charge of all stage work involving Seattle Center employees, to enforce all Seattle Center policies and procedures relative to stage work.

C.3.3.1 Exceptions:

- A. Stage Technicians who travel with and who are employed by major stage events on a regular ongoing basis shall be permitted to perform their normal duties as such.
- B. Production Runners who are employed by a concert production company shall continue to perform their normal duties as such.
- C. “Yellow-Card Productions” shall be defined as those major stage events which employ stage technicians under traveling agreements with the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists, and Allied Crafts of the United States, its Territories, and Canada (IATSE). Unloading, take-in, set-up, operation of, take-down, take-out and loading-up of stage equipment and materials (which shall include temporary portable lighting and sound systems) for major stage events recognized as yellow-card productions shall be performed by

employees of such yellow-card production company under terms of the Labor Agreement by and between that particular yellow-card production company and IATSE.

- D. Individuals who travel with and who are employed by a circus utilizing a Seattle Center facility, who have traditionally and historically performed work as hereinbefore described, shall continue to perform such work on an exempt basis.
- E. Occasional, limited arrangement on stage of chairs, flags, lecterns, music stands/lights and podiums, and the occasional, limited operation of theatrical light instruments may be performed by designers, technical directors, or volunteers associated with a lessee of a Seattle Center facility or associated with a co-producer of a Seattle Center sponsored event, and other Seattle Center staff who have traditionally and historically performed such work on a limited occasional basis.
- F. In those occasional and limited instances where there exists a need for the City to secure certain equipment on a rental basis and it is required by the company renting out such equipment that the rented equipment be operated by an employee of the rental company, such requirement shall not be considered a violation of this Agreement nor shall the terms of this Agreement apply to such employee.

C.3.3.2 Financial Insecurity (Flat Floor Events):

The Seattle Center may exempt a flat floor event in the Exhibition Hall and Fisher Pavilion from the provision of Section C.3.3 when the event is either financially insecure, not commercial and/or of a small size.

C.3.4 It is the intention of the City and the Union to identify and cover under terms of this Agreement that work which has historically and traditionally been performed by employees working under terms of past labor agreements by and between the Union and the City in Seattle Center venues. The definition of venue in this Section is as described in Section C.3.1 of this Agreement. The City and the Union agree to review the list of venues annually and update them in a Memorandum of Agreement should a particular venue change in status, name, or major lease arrangement with Seattle Center. Pursuant to any updates during the term of this agreement, the Seattle Center venues are:

- Key Arena*
- Mural Amphitheater
- McCaw Hall
- Cornish Playhouse*
- Seattle Children's Theatre*
- Exhibition Hall
- Armory House Stage
- Fisher Pavilion
- Seattle Repertory Theatre*

* When operated by the City of Seattle.

C.3.4.1 The City and the Union each reserve the right to reopen this Appendix for negotiation of the terms applicable to physically operating the facilities where technological advancements and permanent employee staffing of the facility may necessitate changes to the Appendix.

C.3.5 Event Identification - Work as described in C.3.3 for the following events shall be performed by regular and/or temporary bargaining unit employees, subject to any exclusions contained in Articles C.3.3 and C.3.4.

A. Major Stage Events - defined as those events, productions, shows, functions and/or concerts involving comedic, dramatic, magical, musical, instrumental and/or spiritual-type public attractions. Major stage events shall not include flat-floor consumer and trade shows, except as provided for by C.3.2.

B. Festivals - defined as work outlined in C.3.3 under the control of a promoter in the venues operated by Seattle Center (as opposed to those operated by long-term lease holders) and throughout the grounds at large. Should a promoter secure the services of a leased venue, the work will not be performed under the terms of this contract, but, rather, under the terms of any contract that lease holder may have in their own right with the Union. If, however, the use of the leased facility is secured through use of the “demand days clause” of said lease, the work shall be that of the Seattle Center under this contract, as opposed to being performed by employees of the long-term lease holder.

C. Public Programs - those events produced by Seattle Center and whose artistic and performance content is under the sole control of Seattle Center throughout the grounds.

D. Flat Floor Shows - Stage Technician employees shall have jurisdiction over stage work which occurs within flat-floor trade and consumer shows in the Exhibition Hall and Fisher Pavilion when the activity taking place is a significant entertainment performance with the limitations expressed in C.3.3.

C.3.6 A committee comprised of two (2) representatives of the City and two (2) representatives of the Union shall be established for the purpose of adjudicating jurisdictional disputes relating to work alleged to be covered by this Appendix. A majority decision of the committee shall be final and binding upon the City and the Union. Failure of the committee to reach a majority decision shall permit the grieving party the right to immediately thereafter advance to Section 20.6.4 (Step 4) of the grievance procedure for purposes of resolving the dispute.

C.3.7 Those individuals employed by certain performing arts organizations who maintain seasonal contracts (e.g., the Seattle Opera and the Pacific Northwest Ballet) or long term leases with the Seattle Center (e.g., the Seattle Children’s Theatre, the Seattle Repertory Theatre, the Cornish Playhouse and the Theatre Puget Sound or its sub-lessees, if any) shall continue to perform work otherwise normally covered by this Agreement under terms of the labor agreement by and between said performing arts organization(s) and the Union, if any.

C.3.8 If a lease with a major tenant with any of the venues is voided or terminated, then regular and/or temporary bargaining unit employees shall reassume jurisdiction over City-owned equipment in the venue in accordance with this Agreement. The City agrees to notify the Union of their consideration of any new lease agreement which would replace or install a major tenant in any of the Seattle Center venues. Such notification shall follow provisions described in C.3.1 of this Agreement.

C.4 Dispatching of Stage Employee-Intermittents - The Seattle Center shall, through City hiring procedures, establish a list of employees from which Stage Employee-Intermittents shall be dispatched by the Union for temporary work at the Seattle Center upon a call from the Seattle Center. Stage Employee - Intermittents shall be dispatched in a manner agreed upon by the City and the Union involving seniority, rotation by hours worked, and specific qualifications. The Union shall be responsible for the proper dispatching of such Stage Employee-Intermittents when a request for employment of a Stage Employee-Intermittent is made by the Seattle Center. The Union shall be liable for any complaints and/or grievances relating thereto. The dispatching system shall encompass the following conditions:

- A. Only individuals on the Seattle Center Stage Employee-Intermittents Dispatch List as provided by Seattle Center shall be dispatched by the Union.
- B. Only those individuals qualified to perform special functions, such as rigging and operation of a forklift, as designated by the Seattle Center shall be dispatched by the Union when a request is made by the Seattle Center for individuals to perform such specific type work.
- C. The number of Stage Employee-Intermittents called for work through the dispatch system, the call-time and the utilization and/or assignment of employees for particular tasks shall be determined by the Seattle Center. The Seattle Center shall continue to establish work procedures and shall direct and supervise those Stage Employees-Intermittents who have been dispatched by the Union at the Seattle Center's request to work at the Seattle Center.
- D. The Seattle Center shall have the unequivocal right to immediately suspend, terminate, or otherwise remove from work and the Stage

Employee-Intermittent Dispatch List, any Stage Employee-Intermittent for just cause. In the event the Union should decide to grieve such action, said grievance shall be processed in accordance with Article 20, Grievance Procedure. During the initial two hundred (200) hours of work as a Stage Employee-Intermittent, or three (3) years, whichever occurs first, the Seattle Center shall have the unequivocal right to terminate an individual's employment without recourse to the grievance provisions of this contract.

E. The loading and unloading of theatrical stage equipment from trucks is one of the work activities included in the general duties of Stage Employee-Intermittents. When the Seattle Center requests the dispatch of a specific number of Stage Employee-Intermittents, who for some portion of their shift will be assigned to load and/or unload equipment from trucks, the Union through its dispatch system may designate which employees on its Dispatch List will be assigned to that work. The Seattle Center reserves the right to modify such work assignments to meet operational needs.

C.4.1 After having made a request to the Union for a certain number of Stage Employee-Intermittents to perform certain work and the Union has not been able to dispatch in a timely manner the requested number of qualified individuals from the Stage Employee-Intermittent Dispatch List and/or the Union has failed to notify the Seattle Center that it has dispatched the requested number of qualified individuals from the Stage Employee-Intermittent Dispatch List, the Seattle Center may then call directly whomever it chooses to fill the work assignments.

C.4.2 The Affirmative Action goals of the Seattle Center shall be adhered to in dispatching personnel from the Seattle Center Stage Employee-Intermittent Dispatch List; provided however, should the application of this Section occasion a change adversely affecting those individuals currently on the existing Stage Employee-Intermittent Dispatch List, either party, upon written notification to the other party, may open for negotiation the provisions of Sections C.4, C.4.1 and C.4.2.

C.4.3 Intermittent stage employees must work at least one shift per year to maintain their employment with the City. "Year" shall mean 26 consecutive pay periods beginning with the last pay period during which the employee earned wages. Thirty days prior to any separation under this clause, the City must notify the Union, in writing, of any employees who are pending separation.

C.5 The City shall provide the Union with at least seven (7) calendar days' advance notification of all regular dispatch requests. Original dispatch requests, or changes involving more than five (5) employees within forty-eight (48) hours of the call time, shall incur a service fee of not less than twenty-five dollars (\$25) per call, or two dollars and fifty cents (\$2.50) per person for calls for more than ten (10) employees. Notwithstanding the foregoing, original dispatch requests resulting from short-notice bookings (less than ten (10) days in advance of the

event), and call cancellations due to weather, natural disasters or event cancellation shall not be subject to a service fee. The Union shall not be held liable for failure to fill a request or notify employees of a call change or cancellation with less than twenty-four (24) hours' notice.

C.6 A Stage Employee-Intermittent who is called to work by the City shall be paid a minimum of four (4) hours at the appropriate regular straight-time hourly rate of pay for Stage Employees-Intermittents. A Stage Employee-Intermittent who has had more than a two (2) hour unpaid break and who has been called back to work within twenty-four (24) hours from the initial call of any given event pursuant to this provision shall be required to perform all available work for which the employee is qualified; provided however, in no case shall such Stage Employee-Intermittent receive less than four (4) hours pay for such recall. All time for which a Stage Employee-Intermittent works beyond their first eight (8) hours of compensation within twenty-four (24) hours from the initial call of any given event shall be paid for at the rate of one and one-half (1½) times the regular straight-time hourly rate of pay for Stage Employee-Intermittents.

C.7 A Stage Employee-Intermittent who continues to work beyond the four (4) consecutive hours of any applicable four (4) hour minimum shall be paid to the next one-half (½) hour for each one-half (½) hour or any portion thereof worked thereafter.

C.8 Section 5.1.1 shall have equal application to all Stage Employees including those employed on a temporary or intermittent basis.

C.8.1 For events not sponsored or not co-sponsored by the Seattle Center, which takes place in the Key Arena, any Stage Employee (regular or intermittent) required to work in excess of five (5) continuous hours without being provided a meal period, shall be compensated two (2) times the prevailing rate of pay and continue at that rate until he/she receives a meal break. For other events, the provisions of Section 5.1.1 as referenced within Section C.8 shall apply. Should the facility, formerly known as the Arena, be returned to service for essentially the same lines of business, the parties agree that the terms of this Article will apply to that building.

C.8.2 In the event a Lead Stage Technician works beyond five (5) hours of overtime in a workday without a meal break, they shall receive meal compensation of nineteen dollars (\$19) in addition to their hourly wages for every six (6) hour block of overtime so accrued.

C.9 Rigging - A Stage Technician Rigger-Intermittent who is called to work by the City shall be paid a minimum of four (4) hours at the regular straight-time hourly rate of pay for Stage Technician Rigger-Intermittents. Whenever possible the same Stage Technician Rigger-Intermittent who installs rigging for an event shall be recalled to dismantle it. If such Stage Technician Rigger-Intermittent has more than a two (2) hour unpaid break, the employee shall receive an

additional four (4) hour minimum when the employee resumes work. All time for which a Stage Technician Rigger-Intermittent works beyond their first eight (8) hours of actual work within the day, shall be paid for at the rate of one and one-half (1½) times the regular straight-time hourly rate of pay for Stage Technician Rigger-Intermittents. Stage Technician Rigger-Intermittents shall do only rigging-type work. Rigging-type work may include the occasional unloading of theatrical stage equipment in order to access rigging equipment from the trucks. In the event rigging gear is not on the back of a semi-truck or within a few feet of the very tail end of the semi-truck, the Lead Stage Technician and the Event Service Representative shall have two (2) options:

- A. They may request additional loaders from the Call Steward if time permits;
or
- B. If, in their judgment, the show would be jeopardized by waiting for loaders, the following procedure shall be employed:
 - 1. No less than four (4) Stage Technician Rigger-Intermittents shall be assigned to unload the truck.
 - 2. Those Stage Technician Rigger-Intermittents so assigned shall receive a separate four (4) hour call at the Stage Technician Rigger rate of pay for unloading the truck.
 - 3. They shall be given a minimum of a fifteen (15) minute break upon completing the unloading.
 - 4. When these employees begin rigging work, they shall begin a new four (4) hour call. Overtime calculations shall include hours actually worked in the truck.

C.9.1 Rigging Calls in the Key Arena - For show or event rigging work on the rigging platform, there shall be no less than two riggers assigned to work on the platform, and one rigger assigned to work with the platform riggers on the arena floor. For show or event rigging work on the apex catwalks utilizing bridles, there shall be no less than four riggers assigned to work in the catwalks, and two riggers assigned to work with the apex riggers on the arena floor. For other rigging work, the City and the Union agree to make their best efforts to place the appropriate number of riggers on the job and to perform the work in a safe and efficient manner.

C.10 Health and Welfare - Effective January 1, 2015, the employee shall pay an additional amount equal to seven percent (7%) of the gross pay of all Stage Employee-Intermittents to the Theatrical Stage Employees Health and Welfare Trust for the purpose of providing medical insurance benefits to all eligible employees and their dependents in accordance with the specific rules of said Trust.

C.11 The work duties of Lead Stage Technicians and Stage Employee-Intermittents may include the construction of anything relating to stage theatrical

presentations either indoor or outdoor including platforms for Center House events. The pay for this type work shall be at the Lead Stage Technician and Stage Employee-Intermittent rates of pay.

C.12 Service Fee - In lieu of the requirements set forth within Section 3.1.1, all Stage Employees-Intermittents shall pay to the Union, in lieu of the Union membership requirements contained within Article 3, a service fee in an amount equal to four and one-half percent (4½%) of the employee's gross straight-time and overtime earnings.

C.12.1 If during the term of this contract the Union's membership should ratify change to the service fee figure shown herein, the Union shall inform the Seattle Center of such ratified change in writing, and it shall be considered to be applicable from the date of such notification being acknowledged as received by Seattle Center.

C.13 Turnaround Time - All regular employees required to work a shift of eight (8) hours or more shall be compensated at double time until given a break of eight (8) hours or more at the end of that shift.

C.13.1 Regular employees who are called to work during turnaround time on their scheduled days off will be additionally compensated by accrual of compensatory time at the double-time rate until the passage of eight (8) hours from the end of their previous shift. (**Example:** Shift is completed at midnight Friday night, with Saturday as the scheduled day off. Operational requirements demand the return of that employee at 6:00 a.m., Saturday. The employee would be entitled to two (2) hours of compensatory time accrued at the double time rate.) This entitlement will not accrue beyond four (4) hours at the double-time rate or result in the accrual of more than eight (8) hours of compensatory time at the straight-time rate for any one day when the turnaround rules apply. Prior to performing work which would invoke this rule, the employee must first make all reasonable efforts to contact the Stage Crew Chief for instructions, schedule other staff not affected by this provision to perform the work, or reschedule the work to make working during the turnaround period unnecessary.

C.14 Vacant Positions - The City is committed to keeping the Union informed of its good faith efforts to fill vacant regular positions.

C.15 The City and the Union shall negotiate to develop an affirmative Stage Technician training program during the term of this Agreement.

C.16 At no time shall work under IATSE, Local 15's jurisdiction, as defined in this document and by past practice, be privatized or otherwise contracted outside of the Union's dispatch whatsoever, provided the Union is able to fulfill dispatch of such work. To the fullest extent practical, the City shall utilize a separate services contract with the Union when additional staffing is required.

C.16.1 The City shall make good faith efforts to maintain the Stage Employee Intermittent Dispatch List at a level adequate to meet the anticipated needs for staffing. The parties agree to confer regularly to discuss increases to the current level of available employees on the City Stage Employee Intermittent Dispatch List. Any advertising for openings on the Stage Employee Intermittent Dispatch List shall include the Union in distribution efforts.

C.16.2 In the unlikely event that these efforts are insufficient to meet staffing needs, the City shall call labor through a letter of agreement with the Union, using such labor according to the terms and conditions outlined in such letter.

C.17 The following sections shall apply only to the Exhibit Technician or Rigger (also known as Stage Technician Rigger) Intermittent classifications. Employees in these classifications shall be employed to assist in the design and fabrication of exhibits and their components, installation of new exhibits and complete or partial replacement of existing exhibits, as well as maintenance and repair of exhibits and components. None of the previous Sections of Appendix C, except C.12 shall apply to these classifications.

C.17.1 Effective December 26, 2018, the classification and the corresponding hourly rates of pay for each classification covered by the following Section of the Appendix shall be as follows:

| | <u>Step A</u> | <u>Step B</u> | <u>Step C</u> |
|--|---------------|---------------|---------------|
| Exhibits Technician | 30.16 | 31.35 | 32.51 |
| Exhibits Technician, Intermittent..... | 30.16 | 31.35 | 32.51 |
| Stage Technician Rigger – Int.. | 37.14 | 37.14 | 37.14 |

C.17.2 Effective December 25, 2019, the classification and the corresponding hourly rates of pay for each classification covered by the following Section of the Appendix shall be as follows:

| | <u>Step A</u> | <u>Step B</u> | <u>Step C</u> |
|--|---------------|---------------|---------------|
| Exhibits Technician | 31.25 | 32.48 | 33.68 |
| Exhibits Technician, Intermittent..... | 31.25 | 32.48 | 33.68 |
| Stage Technician Rigger – Int. | 38.48 | 38.48 | 38.48 |

C.18 Rigging - shall be defined as work directly related to the suspension of temporary or permanent equipment, personnel or exhibit elements by means of cables, pulleys, tackle, winches or other gear from ground levels, existing overhead structures and specific safe points. “Specific safe points” shall be defined as overhead structural support beams, vertical wall eyebolts and other locations

which have been certified as load rated for overhead rigging. Rigging may also include the unloading and loading of rigging gear such as cables, pulleys, tackle, winches, etc., from trucks or other conveyances. Work such as the hanging of vines or incidental exhibit elements which has been traditionally and historically performed by Exhibit Technicians, may continue to be performed by Exhibit Technicians. Riggers shall be paid a minimum of four (4) hours at the regular straight-time hourly rate of pay for Rigger-Intermittents.

- C.18.1 Employees working in excess of twenty-eight (28) feet in height from the ground, or any employee required to work in a class three harness due to safety requirements, shall be paid at the Rigger-Intermittent rate of pay for all time so assigned.
- C.19 The overtime rates specified in Sections 5.2, 5.2.1, 5.2.2, and 5.3 shall not apply to intermittent employees. Intermittent employees will have an overtime rate of one and one-half (1½) times the straight-time hourly rate.
- C.20 There will be a “lead” premium of four percent (4%) above the applicable wage when an employee is assigned by management to give substantial direction to the work of three or more employees for a period of four (4) consecutive hours or longer.
- C.21 Regular employees will have the first right of refusal on overtime if they have continuous experience on the specific job or project to be worked during overtime and the specific skill necessary as determined by the supervisor.
- C.22 Intermittent employees when used will receive a four (4) hour minimum call out. An intermittent employee who continues to work beyond the four (4) consecutive hours of any applicable four (4) hour minimum shall be paid to the next one-half (½) hour or any portion thereof worked thereafter. An intermittent employee who has had more than a two (2) hour unpaid break and is called back to work within twenty-four hours of the initial call shall receive a four (4) hour minimum call for any work subsequently performed.
- C.23 Dispatching of Intermittent Employees - any intermittent employee who has a recurrent work history in the Exhibit Technician classification prior to and after September 6, 1996 may be scheduled directly by their supervisor. Additional intermittent employees shall be dispatched by Local 15’s hiring hall by request of the supervisor. Employees may be name called from dispatch roster on the basis of applicable skills. In the event that the Union is unable to fulfill the requested skills, employees may be hired through other sources.
- C.23.1 The Union shall not dispatch intermittent employees into overtime unless specifically authorized by the supervisor.
- C.24 Health and Welfare - Effective upon implementation of Sections C.17 through C.24, intermittent employees not already participating in a City-sponsored health

care plan, and all intermittent employees dispatched through Local 15's hiring hall shall contribute seven (7) percent of their gross wages (excluding the temporary employee premium) to the IATSE, Local 15 Theatrical Stage Employees Health and Welfare Trust for the purpose of providing medical insurance benefits to all eligible employees and their dependents in accordance with the specific rules of said Trust. Such contributions shall be deducted from the employee's pay, and forwarded to the Trust on a monthly basis, not later than the fifteenth (15th) day of the month following employment.

C.25 During the term of this Agreement, the City and Seattle Center agree to meet upon request of the Union to discuss the interpretation and administration of Section C.6 and the "24-hour" clock.

APPENDIX D

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 46

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Brotherhood Of Electrical Workers, Local No. 46, hereinafter referred to as the Union, for that period from January 1, 2019 through December 31, 2021. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

D.1 Effective December 26, 2018, the classification and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

| <u>CLASSIFICATION</u> | <u>STEP A</u> 00-06m | <u>STEP B</u> 07-18m | <u>STEP C</u> 19-30m | <u>STEP D</u> 31-42m | <u>STEP E</u> 43 m + |
|---|---|-------------------------|-------------------------|-------------------------|-------------------------|
| Bridge Electrical Crew Chief | 42.32 | 45.75 | 45.75 | 45.75 | 45.75 |
| Electrical Inspector, Senior/ Electrical Plans Examiner (Expert) | 42.83 | 44.52 | 46.24 | 48.08 | 49.96 |
| Electrical Plans Examiner | 41.32 | 42.83 | 44.52 | 46.24 | 48.09 |
| Electrician | 40.23 | 41.85 | 43.51 | 43.51 | 43.51 |
| Electrician Technician Apprentice | | | | | |
| ..... | 67% of Electrician entry level of pay from 00-06 months | | | | |
| ..... | 71% of Electrician entry level of pay from 07-12 months | | | | |
| ..... | 75% of Electrician entry level of pay from 13-18 months | | | | |
| ..... | 79% of Electrician entry level of pay from 19-24 months | | | | |
| ..... | 83% of Electrician entry level of pay from 25-30 months | | | | |
| ..... | 87% of Electrician entry level of pay from 31-36 months | | | | |
| ..... | 91% of Electrician entry level of pay from 37-42 months | | | | |
| ..... | 95% of Electrician entry level of pay from 43-48 months | | | | |
| Electrician Crew Chief..... | 44.56 | 46.32 | 48.18 | 48.18 | 48.18 |
| Helper, Maintenance, Electrical | 26.95 | 27.98 | 27.98 | 27.98 | 27.98 |
| Inspector, Electrical (Entry) | 35.37 | 36.77 | 38.18 | 39.73 | 41.32 |

| | | | | | |
|---|-------|-------|-------|-------|-------|
| Inspector, Electrical (Journey) | 41.32 | 42.83 | 44.52 | 46.24 | 48.08 |
| Inspector, Electrical, Senior (Expert)..... | 42.83 | 44.52 | 46.24 | 48.08 | 49.96 |
| Inspector, Sign (Entry) | 33.46 | 34.79 | 36.15 | 37.58 | 39.09 |
| Inspector, Sign (Journey)..... | 39.09 | 40.54 | 42.10 | 43.74 | 45.48 |
| Inspector, Sign, Senior..... | 42.83 | 44.52 | 46.24 | 48.08 | 49.96 |
| Electrician, Senior..... | 43.30 | 45.05 | 45.05 | 45.05 | 45.05 |
| Sound Operator, Intermittent | 35.80 | 35.80 | 35.80 | 35.80 | 35.80 |
| Technician, Sound and Video Equipment..... | 35.80 | 37.14 | 37.14 | 37.14 | 37.14 |
| Technician, Pump Station Electrical | 40.38 | 42.06 | 43.63 | 43.63 | 43.63 |
| Technician, Pump Station Electrical, Senior..... | 42.76 | 44.44 | 46.17 | 46.17 | 46.17 |
| Pump Station Crew Chief..... | 42.09 | 43.65 | 45.22 | 47.05 | 48.94 |

D.1.1 Effective December 25, 2019, the classification and the corresponding hourly rates of pay for each classification covered by this Appendix which includes a five-point three two percent (5.32%) wage adjustment for the Bridge Electrical Crew Chief classification, shall be as follows:

HOURLY RATES OF PAY

| <u>CLASSIFICATION</u> | <u>STEP A</u> <u>00-06m</u> | <u>STEP B</u> <u>07-18m</u> | <u>STEP C</u> <u>19-30m</u> | <u>STEP D</u> <u>31-42m</u> | <u>STEP E</u> <u>43 m +</u> |
|---|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Bridge Electrical Crew Chief | 46.16 | 47.99 | 49.91 | 49.91 | 49.91 |
| Electrical Inspector, Senior/ Electrical Plans Examiner (Expert) | 44.37 | 46.12 | 47.90 | 49.81 | 51.76 |
| Electrical Plans Examiner | 42.81 | 44.37 | 46.12 | 47.90 | 49.82 |
| Electrician | 41.68 | 43.36 | 45.08 | 45.08 | 45.08 |
| Electrician Technician Apprentice | | | | | |

| | | | | | | |
|---|-------|---|-------|-------|-------|--|
| ..... | 67% | of Electrician entry level of pay from 00-06 months | | | | |
| ..... | 71% | of Electrician entry level of pay from 07-12 months | | | | |
| ..... | 75% | of Electrician entry level of pay from 13-18 months | | | | |
| ..... | 79% | of Electrician entry level of pay from 19-24 months | | | | |
| ..... | 83% | of Electrician entry level of pay from 25-30 months | | | | |
| ..... | 87% | of Electrician entry level of pay from 31-36 months | | | | |
| ..... | 91% | of Electrician entry level of pay from 37-42 months | | | | |
| ..... | 95% | of Electrician entry level of pay from 43-48 months | | | | |
| Electrician Crew Chief..... | 46.16 | 47.99 | 49.91 | 49.91 | 49.91 | |
| Helper, Maintenance, Electrical | 27.92 | 28.99 | 28.99 | 28.99 | 28.99 | |
| Inspector, Electrical (Entry)..... | 36.64 | 38.09 | 39.55 | 41.16 | 42.81 | |
| Inspector, Electrical (Journey) | 42.81 | 44.37 | 46.12 | 47.90 | 49.81 | |
| Inspector, Electrical, Senior (Expert)..... | 44.37 | 46.12 | 47.90 | 49.81 | 51.76 | |
| Inspector, Sign (Entry) | 34.66 | 36.04 | 37.45 | 38.93 | 40.50 | |
| Inspector, Sign (Journey)..... | 40.50 | 42.00 | 43.62 | 45.31 | 47.12 | |
| Inspector, Sign, Senior..... | 44.37 | 46.12 | 47.90 | 49.81 | 51.76 | |
| Electrician, Senior..... | 44.86 | 46.67 | 46.67 | 46.67 | 46.67 | |
| Sound Operator, Intermittent | 37.09 | 37.09 | 37.09 | 37.09 | 37.09 | |
| Technician, Sound and Video Equipment..... | 37.09 | 38.48 | 38.48 | 38.48 | 38.48 | |
| Technician, Pump Station Electrical | 41.83 | 43.57 | 45.20 | 45.20 | 45.20 | |
| Technician, Pump Station Electrical, Senior..... | 44.30 | 46.04 | 47.83 | 47.83 | 47.83 | |
| Pump Station Crew Chief..... | 43.61 | 45.22 | 46.85 | 48.74 | 50.70 | |

D.1.2 Effective January 6, 2021, base wage rates will be increased by 1% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-

W) for the period June 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%.

D.1.3 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

D.2 Electricians employed at the Seattle Center shall be afforded two (2) consecutive days' off in each seven (7) day period, Wednesday through Tuesday. Scheduling shall be arranged to meet the requirements of the foregoing sentence.

D.3 The following City-owned equipment at the Seattle Center shall be handled, operated and maintained exclusively by regular and temporary bargaining unit employees; notwithstanding the right of the City to contract out maintenance work as it deems appropriate:

- A. Amplifiers
- B. Pre-amplifiers
- C. Microphones
- D. Speakers
- E. Speaker systems
- F. Audio cables
- G. Equalizers
- H. Audio boards
- I. Audio racks
- J. Ancillary audio equipment
- K. Mixing consoles
- L. Processing equipment (Techo, system delay, limiting or any ancillary equipment used to process or shape audio signals)
- M. Video equipment and systems (exclusive of video training packages and large semi-permanent projection screens)

D.3.1 The Union recognizes all others whose responsibilities are the handling and/or operation of sound equipment belonging to others, other than City-owned equipment.

D.3.2 Intermittent sound employees must work at least two shifts per quarter to maintain their standing with the City. This may result in cases where dispatch out of seniority is necessary to avoid violation of this provision and such dispatch will be made without the ability to grieve. If insufficient work is available during a quarter to enable the intermittent working two shifts, their standing with the City shall not change.

D.4 Overtime - When deemed necessary by the City, the City may require an employee to perform work outside of their regularly scheduled work shift. The immediate circumstance of the situation shall be considered by the City in

deciding which employee(s) shall be assigned to perform the overtime work in question. Overtime assignments shall be allotted in as fair and equitable manner as circumstances will permit amongst employees in an affected work unit who have the work experience to immediately perform the overtime work. When an unforeseen situation arises, which necessitates overtime work either as an extension of a shift or as a call-in, the City may assign or call in the first individual(s) it contacts for such overtime work.

D.4.1 Overtime may be offered to intermittent employees.

D.5 Temporary Employees - When the City needs additional employees, it reserves the right to hire from its own recruiting sources. Generally, however, this practice shall include a call to the Union.

D.6 Coveralls shall be furnished to Electricians in the Parks & Recreation Department.

D.6.1 In lieu of cotton or polyester work clothing currently provided, employees in the Electrician class series, Bridge Electrical Crew Chief title, and Pump Station Electrical Technician class series shall be furnished with fire retardant work clothing.

D.7 The Seattle Center shall advise temporary employees of permanent full-time job openings. All candidates shall be required to compete for any such openings; provided however, the Seattle Center shall give serious consideration for full-time positions in the same classification to temporary Sound Equipment Technicians or Electricians at the Seattle Center who are eligible for consideration.

D.8 The Seattle Center will use a crew of Laborer(s) and/or Senior Janitor(s) under the lead of an Electrician to perform changing of light bulbs on a preventive maintenance (periodic) schedule. (Laborers and Senior Janitors are cautioned not to touch certain high-powered lights.) This work will involve 10-foot ladder and 12-foot ceiling. Electrician will change certain higher lights; e.g., in ceiling of new Key Arena. The Electrician may do some of the changing of light bulbs but will mostly direct the work (which does not require that the Electrician be physically present at all times) and do the journey-level tasks of installing/wiring/rewiring of lighting fixtures or ballast in the fixtures. Because the Electrician performs the journey-level work, work out-of-class pay for Laborers or Senior Janitors will not be applicable on changing of light bulbs.

D.9 The City will pay training costs for employees classified as Pump Station Electrical Technicians to acquire Level 1 certification or employees classified as Senior Pump Station Electrical Technician to acquire Level II certification from Washington Wastewater Collection Personnel Association or an equivalent City-

approved certification program. This practice is consistent with career development-assisted training.

D.10 Effective January 1, 2019, those employees who are entitled to footwear reimbursement will receive an additional thirty-four dollars (\$34.00) per employee per year toward the purchase of footwear under Section 14.11.

D.10.1 Effective January 1, 2020, the reimbursement for those employees who are entitled to footwear reimbursement shall be a maximum of one hundred seventy-five dollars (\$175.00).

D.10.2 Effective January 1, 2021, the reimbursement for those employees who are entitled to footwear reimbursement shall be a maximum of maximum of two hundred dollars (\$200.00).

D.11 Sound Technician Intermittents who are called to work shall be paid for a minimum of four (4) hours work for each such call. In the event of two (2) calls within a four (4) hour or greater unpaid separation between the calls will be entitled to a separate four (4) hour minimum for each such shift. Overtime work will be based on actual hours worked as opposed to hours paid. This four (4) hour minimum applies only to work shifts and does not apply to scheduled training or meetings. Should a meeting or training be scheduled concurrently with a work shift, this language does not entitle the individual to both a four (4) hour minimum and a separate payment for the training or meeting time.

D.12 The City and Union have renewed the Memorandum of Agreement related to McCaw Hall at the Seattle Center for the term of this Agreement.

D.13 During the term of this Agreement, the City agrees to meet upon request of the Union to discuss state licensure and apprenticeship program requirements.

APPENDIX E

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 763

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Brotherhood of Teamsters, Local No. 763, hereinafter referred to as the Union, for that period from January 1, 2019 through December 31, 2021. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

E.1 Effective December 26, 2018, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

| <u>Classification</u> | <u>Step A</u> | <u>Step B</u> | <u>Step C</u> | <u>Step D</u> | <u>Step E</u> |
|----------------------------------|---------------|---------------|---------------|---------------|---------------|
| Licenses and Standards Inspector | 34.60 | 35.90 | 37.30 | 38.81 | 40.41 |
| Tax Auditor | 35.43 | 36.85 | 38.40 | 39.81 | 41.26 |
| Tax Auditor, Senior | 38.40 | 39.81 | 41.26 | 42.91 | 44.64 |
| Tax Auditor, Assistant | 31.09 | 32.24 | 33.46 | 34.79 | 36.15 |

E.1.1 Effective December 25, 2019, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

| <u>Classification</u> | <u>Step A</u> | <u>Step B</u> | <u>Step C</u> | <u>Step D</u> | <u>Step E</u> |
|----------------------------------|---------------|---------------|---------------|---------------|---------------|
| Licenses and Standards Inspector | 35.85 | 37.19 | 38.64 | 40.21 | 41.86 |
| Tax Auditor | 36.71 | 38.18 | 39.78 | 41.24 | 42.75 |
| Tax Auditor, Senior | 39.78 | 41.24 | 42.75 | 44.45 | 46.25 |
| Tax Auditor, Assistant | 32.21 | 33.40 | 34.66 | 36.04 | 37.45 |

E.1.3 Effective January 6, 2021, base wage rates will be increased by 1% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%.

E.1.4 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

E.2 Clothing

A. Licenses and Standards Inspectors - The City shall provide jackets for all employees. The City shall pay the cost of repairs or replacement of clothing that is damaged during the performance of official duties of those employees covered by this Appendix.

B. Tax Auditors - The City shall pay the cost of repairs or replacement of clothing that is damaged during the performance of official duties of those employees covered by this Appendix.

C. Weights and Measures Section - The City shall continue to provide, maintain, repair, and clean coveralls for those employees assigned to the Weights and Measures Section. In lieu of the benefit set forth within Section 14.11, the City shall also provide all-weather jackets and safety shoes for those employees assigned to the Weights and Measures Section and replace said coveralls, jackets and safety shoes on an as-needed basis.

E.3 Effective December 29, 2004, a fund equivalent to thirty-four (\$34) per employee per year shall be established. Such fund shall be administered by a bargaining unit Labor-Management Committee for unbudgeted training, equipment and/or other job-related needs.

E.4 Work Outside of Classification – Tax Auditors – Notwithstanding anything to the contrary that may be contained elsewhere in the Agreement (i.e., Section 5.9), whenever an employee is assigned by the proper authority to perform the normal, ongoing duties of a higher-paid classification, and the duties of the higher-paid position are clearly outside the scope of the employee’s regular classification for a period of four (4) consecutive hours or longer, the employee shall be paid at the out-of-class salary rate when performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for a promotion.

APPENDIX F

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL No. 117

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Brotherhood Of Teamsters, Local No. 117, hereinafter referred to as the Union, for that period from January 1, 2019 through December 31, 2021. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

F.1 Effective December 26, 2018, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

| <u>CLASSIFICATION</u> | <u>STEP A</u> <u>00-06m</u> | <u>STEP B</u> <u>07-18m</u> | <u>STEP C</u> <u>19-30m</u> | <u>STEP D</u> <u>31-42m</u> | <u>STEP E</u> <u>43 m +</u> |
|---|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Fire Equipment Technician | 27.13 | 28.27 | 29.33 | 30.46 | 31.61 |
| Fire Services Specialist..... | 27.13 | 28.27 | 29.33 | 30.46 | 31.61 |
| Recreation Center Coordinator | 32.36 | 33.63 | 34.95 | 36.30 | 37.73 |
| Recreation Center Coordinator, Assistant | 29.42 | 30.61 | 31.81 | 32.98 | 34.26 |
| Servicer, Equipment..... | 26.41 | 27.38 | 28.49 | 28.49 | 28.49 |
| Warehouser | 25.85 | 26.87 | 27.93 | 27.93 | 27.93 |
| Warehouser, Chief | 30.87 | 32.04 | 33.30 | 34.57 | 35.83 |
| Warehouser, Senior | 28.52 | 29.63 | 30.74 | 30.74 | 30.74 |

F.1.1 Effective December 25, 2019, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

| <u>CLASSIFICATION</u> | <u>STEP A</u> <u>00-06m</u> | <u>STEP B</u> <u>07-18m</u> | <u>STEP C</u> <u>19-30m</u> | <u>STEP D</u> <u>31-42m</u> | <u>STEP E</u> <u>43 m +</u> |
|-----------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
|-----------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|

| | | | | | |
|---|-------|-------|-------|-------|-------|
| Fire Equipment Technician | 28.11 | 29.29 | 30.39 | 31.56 | 32.75 |
| Fire Services Specialist..... | 28.11 | 29.29 | 30.39 | 31.65 | 32.75 |
| Recreation Center Coordinator | 33.52 | 34.84 | 36.21 | 37.61 | 39.09 |
| Recreation Center Coordinator, Assistant | 30.48 | 31.71 | 32.96 | 34.17 | 35.49 |
| Servicer, Equipment..... | 27.36 | 28.37 | 29.52 | 29.52 | 29.52 |
| Warehouser | 26.78 | 27.84 | 28.94 | 28.94 | 28.94 |
| Warehouser, Chief | 31.98 | 33.19 | 34.50 | 35.81 | 37.12 |
| Warehouser, Senior | 29.55 | 30.70 | 31.85 | 31.85 | 31.85 |

F.1.2 Effective January 6, 2021, base wage rates will be increased by 1% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%.

F.1.3 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

F.2 Effective December 30, 2015, Recreation Center Coordinators and Assistant Recreation Center Coordinators shall receive a seventy-five cent (\$0.75) shift premium for swing shift and a one dollar (\$1.00) shift premium for graveyard shift under the conditions above.

F.2.1 Effective December 25, 2019, the swing shift premium for Recreation Center Coordinators and Assistant Recreation Center Coordinators shall be one dollar (\$1.00) and the graveyard shift premium shall be one dollar and fifty cents (\$1.50).

F.3 In lieu of Sections F.2 employees covered by this Appendix who are employed by the Finance and Administrative Services (FAS) Department, and who are classified as Equipment Servicers or as Warehousemen employed in the auto parts room, who either by shift-pick or assignment, work the established second (2nd) shift, shall continue to be assigned in the following manner: eight (8) hours within eight and one-half (8½) consecutive hours which shall constitute a work shift.

- F.3.1 Effective December 31, 2015, employees identified in Section F.3 on the afore-referenced established second (2nd) shift shall receive seventy-five cents (\$0.75¢) per hour shift premium pay while so assigned.
- F.3.1.1 Effective December 25, 2019, employees identified in Section F.3 on the afore-referenced established second (2nd) shift shall receive one dollar (\$1.00) per hour shift premium pay while so assigned.
- F.4 When the City transfers a regular employee from one regular shift to another and the employee is not offered at least twelve (12) consecutive hours off-duty between the end of their previous shift and the beginning of their next regular shift, the employee shall be paid at the overtime rate for each hour worked during said twelve (12) 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 twelve (12) hours from the end of the previous shift.
- F.5 Effective January 1, 2019, Equipment Servicers, Warehousemen, Senior Warehousemen, Chief Warehousemen, Fire Equipment Technicians, and Fire Service Specialists are entitled to footwear reimbursement and will receive an additional thirty-four dollars (\$34.00) per employee per year toward the purchase of footwear under Section 14.11.
- F.5.1 Effective January 1, 2020, the footwear reimbursement shall be a maximum of one hundred seventy-five dollars (\$175.00).
- F.5.2 Effective January 1, 2021, the footwear reimbursement shall be a maximum of two hundred dollars (\$200.00).
- F.6 When a vacancy occurs, employees will be given an opportunity to request a transfer. The vacancy will be filled by seniority, subject to management approval. Management shall not be arbitrary or capricious in making their determination. If the employee's transfer application is rejected, the employee, upon request, will be given a written explanation.
- F.7 The parties agree to hold regular, as needed, Local 117-specific labor management committee meetings to identify and discuss training and safety needs. (Safety committee members may be invited to attend these meetings.)
- F.8 Parking Attendants and Senior Parking Attendants - The following Sections shall apply only to Parking Attendant and Senior Parking Attendant classifications. None of the previous Sections of Appendix F shall apply to these classifications unless specifically stated to the contrary in a particular Section. Due to the nature of the business and the working conditions, Section 1.4 and 1.4.1 shall not apply to the afore-referenced classifications.

F.8.1 Effective December 26, 2018, the classifications and the corresponding hourly rate of pay for each classification covered by the following Section of the Appendix shall be as follows:

| <u>CLASSIFICATION</u> | <u>HOURLY RATES OF PAY</u> | | | | |
|-------------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| | <u>STEP A</u> <u>00-06m</u> | <u>STEP B</u> <u>07-18m</u> | <u>STEP C</u> <u>19-30m</u> | <u>STEP D</u> <u>31-42m</u> | <u>STEP E</u> <u>43 m +</u> |
| Parking Attendant..... | 17.74 | 18.43 | 19.16 | 19.87 | 20.63 |
| Parking Attendant Temporary..... | 17.74 | 18.43 | 19.16 | 19.87 | 20.63 |
| Senior Parking Attendant..... | 22.02 | 22.85 | 23.69 | 23.69 | 23.69 |

F.8.2 Effective December 25, 2019, the classifications and the corresponding hourly rate of pay for each classification covered by the following Section of the Appendix shall be as follows:

| <u>CLASSIFICATION</u> | <u>HOURLY RATES OF PAY</u> | | | | |
|-------------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| | <u>STEP A</u> <u>00-06m</u> | <u>STEP B</u> <u>07-18m</u> | <u>STEP C</u> <u>19-30m</u> | <u>STEP D</u> <u>31-42m</u> | <u>STEP E</u> <u>43 m +</u> |
| Parking Attendant..... | 17.74 | 18.43 | 19.16 | 19.87 | 20.63 |
| Parking Attendant Temporary..... | 17.74 | 18.43 | 19.16 | 19.87 | 20.63 |
| Senior Parking Attendant..... | 22.02 | 22.85 | 23.69 | 23.69 | 23.69 |

F.8.3 Effective January 6, 2021, base wage rates will be increased by 1% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%.

F.8.3 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employee shall be made in accordance with the pertinent provisions of Article 4.

F.9 Regular part-time Parking Attendants, and regular part-time Senior Parking Attendants shall be defined as employees hired to work in other than a temporary status at least eighty (80) hours per month. This definition of part-time

employees shall replace the one cited in Section 1.1.5. The City shall not reduce the number of potential employment hours available per year to regular part-time Parking Attendants as a result of defining their status as employees hired to work an average of at least eighty (80) hours per month rather than as employees hired to work at least an average of twenty (20) hours per week. However, nothing in this Section shall be construed so as to limit management's right to suspend, demote, discharge or layoff said employees.

F.10 For regular full-time employees; eight (8) hours shall constitute a normal workday, and five (5) full eight (8) hour days, shall constitute a work schedule. The normal eight (8) hour days shall be worked within a nine (9) hour period in each of the five (5) days. The City shall maintain as many consecutive schedules as practicable. This language shall be in lieu of Section 5.1. There shall be a paid one-half hour working lunch period for both temporary and regular employees for shifts of five (5) or more hours.

F.11 Notwithstanding the provisions of Section 5.2, any overtime referenced in the City of Seattle/Joint Crafts Council Labor Agreement shall be paid at the rate of one and one-half (1½) times the straight-time hourly rate of pay for Parking Attendants and Senior Parking Attendants.

F.12 The City may, in lieu of the meal period and rest periods set forth within Sections 5.1.1 and 5.1.2, provide a working meal period and working rest periods during working hours, without a loss in pay, so that such periods do not interfere with ongoing work requirements. Management must give a forty-eight (48) hours' notice to employees if they are going to be required to take a working meal period. If such notice is not given to employees, the employees shall have the choice of whether or not they would like to take a working meal period. This language shall replace Section 5.1.3.

F.13 Section 5.2.1 shall not be applicable to Parking Attendants; Parking Attendants, Temporary; or Senior Parking Attendants.

F.14 Work Assignments For Temporary Parking Attendants - In the interest of maintaining an efficient and equitable system of operations at the Seattle Center and to facilitate the assignment of fluctuating numbers of Temporary Parking Attendants to the various events, the City and Union agree that management shall give appropriate consideration to the following:

A. Work opportunities required to maintain an adequate, interested, trained, and available and Temporary Parking Attendant work force.

B. The employees' availability and their record of performance.

- F.15 Scheduling, attendance, and absence reporting shall be addressed by the parties in a Memorandum of Agreement signed by the Seattle Center Director and a designated official of the Union.
- F.15.1 Disputes as to interpretation or allegations of violation of this Memorandum shall be raised for resolution in a labor-management meeting as provided for in the collective bargaining agreement and shall not be a proper subject for consideration under the grievance and arbitration provisions of the Agreement. Issues left unresolved may be referred by the parties to a mediation process.
- F.15.2 Neither these procedures nor any provisions of this Agreement shall serve to limit or define when the Center may assign work to regular, part-time employees or when the Center may assign work to intermittent employees.
- F.15.3 Seattle Center or the Union may propose changes in the procedures as deemed appropriate to assure staffing needs are fulfilled in an efficient manner. The City will notify the Union of proposed changes. The Union may call a labor-management meeting to discuss those changes and may request that the changes be delayed until the parties have met.
- F.15.4 Turnaround Time - Turnaround time shall continue to be at least twelve (12) hours from the termination of the previous shift; provided however, an employee who is required to work during the twelve (12) hour period between normal shifts shall receive overtime pay for all hours worked during the twelve (12) hour turnaround period.
- F.16 Split Shifts - Notwithstanding the provisions of Section 5.1 and F.9, management reserves the right to schedule split shifts for training purposes twenty-four (24) times per year for all Senior Parking Attendants and eighteen (18) times per year for all regular Parking Attendants and twelve (12) times per year for all Temporary Parking Attendants. The City will attempt to schedule training which results in the least amount of disruption for the employee.
- F.16.1 For non-administrative purposes, an employee may volunteer to work straight-time, split-shift assignments for the following month by the fifteenth (15th) day of the prior month. If split shifts are available to be worked, management shall so notify those employees who volunteered to work split shifts. Under these circumstances, all employees shall have the right to refuse to work split shifts even though they may have indicated a desire to do so at an earlier point in time.
- F.17 Four-Hour Guarantee of Work - All permanent part-time and temporary Parking Attendants shall be guaranteed a minimum of four (4) hours of work whenever they are scheduled to work. The City reserves the right to require said Parking Attendants to perform additional job-related duties in order to ensure that wages are not paid for time during which no work is being done. The four (4) hour guarantee of work shall not apply to Section F.16.

- F.18 Seniority for Regular Employees - Seniority as a regular employee shall be determined by the date of hire within the bargaining unit, class specification, and the employing department. Standing for purposes of seniority shall cease when an employee is separated from employment; on an unpaid leave of absence for more than one hundred twenty (120) days; or changed to temporary status.
- F.18.1 Seniority with Respect to Having Consecutive Days Off - Regular employees with the most seniority who have the same status with regard to being either full-time or part-time employees shall have the first option for a schedule with consecutive days off, where such schedules are available. The City shall maintain as many schedules with consecutive days off as practicable, unless employees designate a preference for nonconsecutive days off.
- F.18.2 Seniority with Respect to Overtime - Permanent employees with the most seniority shall have the first option for non-shift extension overtime opportunities within that class specification.
- F.18.3 Seniority with Respect to Scheduling of Vacation - Permanent employees shall submit vacation requests by a date(s) specified by their respective department. Vacation requests shall be approved by management, whenever practicable, on the basis of seniority. Seniority rights for vacation assignment for that calendar year shall cease to exist if an employee submits a change to their original vacation request after the deadline for said request is to be in.
- F.19 Holiday Observation for Regular Employees - In lieu of Section 6.1.1, regular employees shall observe paid holidays on the actual day of the holiday. When regular employees are scheduled to work on the holiday, the holiday premium pay of one and one-half (1½) times the employee's regular straight-time rate of pay shall apply, in addition to being paid for the holiday at their straight-time hourly rate of pay pursuant to Section 6.4. Payment pursuant to Section 6.4 shall be made only once per affected employee for any one holiday. In addition, for both regular and temporary employees, when an employee's shift extends beyond twelve (12:00 a.m.) midnight on New Year's Day, all hours worked on New Year's Day shall be counted as Holiday Pay.
- F.19.1 Notwithstanding F.19, whenever any paid holiday falls on a regular employee's regularly scheduled day/days off, either the working day before or the working day after the employee's scheduled day/days off may be recognized as the paid holiday at the Department's option, or the Department may elect to pay the employee for the holiday at the regular straight-time hourly rate of pay. Payment shall be made only once per affected employee for any one holiday. This language shall be in lieu of Section 6.1.1.
- F.20 In lieu of Section 6.1.2, regular part-time Parking Attendants and Senior Parking Attendants shall receive holiday time off or pay at the regular straight-time hourly

rate based upon hours compensated during the two (2) prior pay periods that the employee was on pay status before the one in which the holiday falls. The amount of paid holiday time off for which the part-time employee is eligible shall be in proportion to the holiday time off provided for full-time employees.

- F.21 The amount of vacation time deducted from the vacation balance of permanent part-time personnel shall be calculated on the basis of the average number of hours compensated in the two (2) pay periods that the employee was on pay status prior to the pay period in which the vacation starts. For example, in the first pay period an employee works and/or is compensated ten (10) days and a total of sixty-four (64) hours and the second pay period works and/or is compensated six (6) days and a total of forty-eight (48) hours. In the combined pay periods, the employee worked sixteen (16) days and a total of one hundred twelve (112) hours. The employee shall therefore be charged seven (7) hours vacation for each day taken per this formula.
- F.22 All employees (including temporary) must have a current valid State of Washington Driver's License.
- F.23 In lieu of Sections 14.1, and 14.1.1, current regular and temporary employees employed by the Seattle Center who own and insure their own car, truck or van for use on the job shall continue parking privileges. For regular and temporary employees who drive to and park at the Seattle Center during work hours the City shall provide a flat mileage reimbursement of one dollar(\$1.00) for each day worked by a temporary employee and twenty-two dollars (\$22) per month for each regular employee. Employees who wish to park at the Seattle Center during off-work hours shall be eligible to do so consistent with Article 14.14. Employees hired after December 25, 2019 shall not be required to have a car and will not receive mileage reimbursement unless agreed to by the employee and management. For employees hired after December 25, 2019 parking privileges shall be consistent with Section 14.14.
- F.24 All employees (including temporary) must have either a telephone or a message phone/answering service in order to be able to be contacted by the supervisor.
- F.26 The Seattle Center may provide and arrange for the cleaning of rented uniforms, or the Seattle Center may purchase a uniform and the employee shall arrange for the cleaning of the purchased uniform. In either case, the City may require that employees wear said uniforms. A winter jacket shall be provided as part of the uniform. Uniform design, quantity and type of fabric shall be at the discretion of management. Uniforms lost by the employee or severely misused shall be charged to the employee at a replacement cost. The Seattle Center may determine at any time that it shall no longer provide uniforms. Employees may provide their own pants in lieu of uniform pants as long as the color, fabric and style are essentially equivalent to the uniform pant. If dark pants or skirts are not

provided as part of the uniform, employees shall be responsible for providing these items. Employees must maintain a clean and neat personal appearance.

- F.28 All employees (including temporary) shall wear or use safety equipment that is required and provided by the City while in the performance of their work.
- F.29 Employees are encouraged to use direct deposit. For employees who do not choose direct deposit, paychecks shall be mailed to the employee's designated address.
- F.30 All Temporary Parking Attendants and Temporary Senior Parking Attendants with prior approval by management may take up to one hundred twenty (120) days of unpaid leave per calendar year. Each unpaid leave of absence taken must be for a minimum duration of one (1) week, except up to four (4) times per year, leaves of absence for less than one (1) week but no less than four (4) days may be granted.
- F.31 The City shall make available to those employees in the classification of Parking Attendant working alone in a closed facility, a two-way radio which shall remain the property of the City. The City shall make necessary rules and procedures for checkout and return of radios.
- F.32 The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upwardly into new career fields. Prior to implementation of such a program(s) with the appropriate Union or Unions and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.
- F.33 An employee who is worked out of classification or who is promoted on an interim basis from a classification falling under one bargaining unit to another bargaining unit shall remain under the jurisdiction of the initial bargaining unit until such time as their promotion becomes permanent.

APPENDIX G

**INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES DISTRICT
COUNCIL No. 5**

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Union of Painters and Allied Trades District Council No. 5, hereinafter referred to as the Union, for that period from January 1, 2019 through December 31, 2021. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

G.1 Effective December 26, 2018, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

| | <u>HOURLY RATES OF PAY</u> | | |
|--|--------------------------------|--------------------------------|--------------------------------|
| <u>CLASSIFICATION</u> | <u>STEP A</u> <u>00-06m</u> | <u>STEP B</u> <u>07-18m</u> | <u>STEP C</u> <u>19 m +</u> |
| Automotive Body Worker/Painter..... | 33.26 | 34.57 | 34.57 |
| Automotive Equipment Painter..... | 33.26 | 34.57 | 34.57 |
| Paint & Body, Crew Chief..... | 37.22 | 38.75 | 40.32 |
| Paint & Body Supervisor..... | 37.22 | 38.75 | 40.32 |
| Painter..... | 35.13 | 35.13 | 35.13 |
| Painter, Apprentice-Intern..... | 1st period | 65% of Painter rate of pay | |
| | 2nd period | 71% of Painter rate of pay | |
| | 3rd period | 77% of Painter rate of pay | |
| | 4th period | 83% of Painter rate of pay | |
| | 5th period | 89% of Painter rate of pay | |
| | 6th period | 95% of Painter rate of pay | |
| Painter, Asg Spray Painter..... | 35.97 | 35.97 | 35.97 |
| Painter, Assistant Sign Shop..... | 27.13 | ...27.13 | 27.13 |
| Painter, Assistant Spray Booth..... | 27.93 |29.05 | 29.05 |
| Painter, Crew Chief..... | 37.22 | 38.75 | 40.32 |

| | | | |
|---|-------|-------|-------|
| Painter, Senior..... | 35.37 | 36.73 | 36.73 |
| Painter, Senior, Assistant Sign Shop..... | 27.93 | 29.05 | 29.05 |
| Painter, Senior, Asg Spray Painter..... | 36.21 | 37.56 | 37.56 |
| Sign Painter..... | 35.13 | 35.13 | 35.13 |
| Sign Painter, Crew Chief..... | 37.22 | 38.75 | 40.32 |
| Sign Painter, Senior..... | 35.37 | 36.73 | 36.73 |
| Structural Painter..... | 35.01 | 36.36 | 36.36 |
| Structural Painter, Crew Chief..... | 38.49 | 40.07 | 41.79 |
| Structural Painter, Senior..... | 33.78 | 37.74 | 37.74 |
| Structural Painter, Asg Spray Painter..... | 35.87 | 37.22 | 37.22 |
| Structural Painter, Senior, Asg Spray Painter..... | 38.48 | 38.48 | 38.48 |

G.1.1 Effective December 25, 2019, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

| <u>CLASSIFICATION</u> | <u>STEP A</u> <u>00-06m</u> | <u>STEP B</u> <u>07-18m</u> | <u>STEP C</u> <u>19 m +</u> |
|--|--|--|--|
| Automotive Body Worker/Painter..... | 34.46 | 35.81 | 35.81 |
| Automotive Equipment Painter..... | 34.34 | 35.81 | 35.81 |
| Paint & Body, Crew Chief..... | 38.56 | 40.15 | 41.77 |
| Paint & Body Supervisor..... | 38.56 | 40.15 | 41.77 |
| Painter..... | 36.39 | 36.39 | 36.39 |

| | | | |
|---|------------|----------------------------|-------|
| Painter, Apprentice-Intern..... | 1st period | 65% of Painter rate of pay | |
| | 2nd period | 71% of Painter rate of pay | |
| | 3rd period | 77% of Painter rate of pay | |
| | 4th period | 83% of Painter rate of pay | |
| | 5th period | 89% of Painter rate of pay | |
| | 6th period | 95% of Painter rate of pay | |
| Painter, Asg Spray Painter..... | 37.26 | 37.26 | 37.26 |
| Painter, Assistant Sign Shop..... | 28.11 | 28.11 | 28.11 |
| Painter, Assistant Spray Booth..... | 28.94 | 30.10 | 30.10 |
| Painter, Crew Chief..... | 38.56 | 40.15 | 41.77 |
| Painter, Senior..... | 36.64 | 38.05 | 38.05 |
| Painter, Senior, Assistant Sign Shop..... | 28.94 | 30.10 | 30.10 |
| Painter, Senior, Asg Spray Painter..... | 37.51 | 38.91 | 38.91 |
| Sign Painter..... | 36.39 | 36.39. | 36.39 |
| Sign Painter, Crew Chief..... | 38.56 | 40.15 | 41.77 |
| Sign Painter, Senior..... | 36.64 | 38.05 | 38.05 |
| Structural Painter..... | 36.27 | 37.67 | 37.67 |
| Structural Painter, Crew Chief..... | 39.88 | 41.51 | 43.29 |
| Structural Painter, Senior..... | 39.10 | 39.10 | 39.10 |
| Structural Painter, Asg Spray Painter..... | 37.16 | 38.56 | 38.56 |
| Structural Painter, Senior, Asg Spray Painter..... | 39.87 | ...39.87 | 39.87 |

G.1.2 Effective January 6, 2021, base wage rates will be increased by 1% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-

W) for the period June 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%.

G.1.3 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

G.2 The Crew Chief may do work performed by the crews that they supervise. As such, the Crew Chief may use tools of the trade when reasonable and/or necessary as determined by the job assignment. In most cases, the Crew Chief will be responsible for assigning any crew work that the Crew Chief might perform. The Crew Chief will not replace an employee or a working lead person by working overtime except when the occurrence is unscheduled.

G.3 Effective January 6, 1999, employees while assigned to do spray painting, drywall finishing work and abrasive blasting, or who are required to work on swinging staging, elevated mobile platforms or steel transmission towers shall receive an additional sixty-five cents (65¢) per hour for each straight-time or overtime hour worked. If an employee is performing multiple tasks (i.e., sand blasting from swinging staging), each of which has a premium attached, then all premiums will be paid.

G.3.1 Effective December 25, 2019, employees while assigned to do spray painting, drywall finishing work and abrasive blasting, or who are required to work on swinging staging, elevated mobile platforms or steel transmission towers shall receive an additional one dollar (\$1.00) per hour for each straight-time or overtime hour worked. If an employee is performing multiple tasks (i.e., sand blasting from swinging staging), each of which has a premium attached, then all premiums will be paid.

G.4 In the City Light Department, when four (4) or more employees, three (3) of whom are classified as Structural Painters, are working on one specific job in an outlying work area such as the Bothell Substation, one Structural Painter shall be assigned "in-Charge" and shall be compensated as a Senior Structural Painter while acting in this capacity.

G.4.1 This provision shall be effective only when the Crew Chief does not visit the work premises once in each four (4) hour period of work. The Structural Painter assigned "in charge" shall continue to work.

G.5 Personnel temporarily assigned to the City Light Boundary Project shall be paid one-half (½) hour pay per day at the straight-time rate of pay as compensation for travel time between the work site and the board and lodging facility.

G.6 White overalls and white shirts, coveralls, or protective and specialized clothing currently provided by the City shall continue to be provided per existing departmental practice.

G.7 Temporary Employees - When the City needs additional employees, it reserves the right to hire from its own recruiting sources. Generally however, this practice shall include a call to the Union hall.

G.8 Overtime compensation shall be in the form of pay or, if mutually agreeable between the affected employee and the City, in the form of compensatory time. If used, the compensatory time shall be accrued at the overtime rate as specified in Section 5.2 for each hour of overtime work.

G.9 Shift Premium – Effective December 30, 2015, an employee working within a classification identified within Section G.1, who is scheduled to work not less than four (4) hours of their regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premium pay for all scheduled hours worked during such shift:

| | |
|--------------------|------------------------|
| <u>Swing Shift</u> | <u>Graveyard Shift</u> |
| \$0.75 per hour | \$1.00 per hour |

G.9.1 Effective December 25, 2019, An employee working within a classification identified within Section G.1, who is scheduled to work not less than four (4) hours of their regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premium pay for all scheduled hours worked during such shift:

| | |
|--------------------|------------------------|
| <u>Swing Shift</u> | <u>Graveyard Shift</u> |
| \$1.00 per hour | \$1.50 per hour |

G.9.2 The afore-referenced shift premium shall apply to time worked as opposed to time-off with pay except for sick leave, and therefore, for example, the premium shall not apply to vacation, holiday pay, bereavement leave, etc. Employees who work one of the shifts for which a premium is paid, and who are required to work overtime, shall not have the shift premium included as part of the base hourly rate for purposes of computing the contractual overtime rate.

G.9.3 The swing shift period shall encompass the hours from 4:00 p.m. to 11:59 p.m. The graveyard shift shall encompass the hours from 12:00 a.m. (midnight) to 8:00 a.m.

G.10 Sections 4.2.1 and 4.2.2 shall determine out-of-class pay Step placement as clarified in Section 5.9.

G.11 All employees classified and working full-time as Automotive Body Worker/Painter, who have completed their probationary period and have been employed by the City in the afore-mentioned classification for the entire preceding year, shall be paid a tool allowance in the amount of seventy-five

dollars (\$75.00). Payment shall be made on the first pay date following a full-pay period in December of each year of this agreement under the same conditions as hereinbefore outlined.

G.12 The City shall provide, at no cost to the employee, all required safety equipment and supplies required to perform work in a manner consistent with the Washington Industrial Safety and Health Act, Federal OSHA standards or other pertinent ordinance, regulation, or standard.

G.13 Employees assigned to the Automotive Body Worker/Painter classification shall be reimbursed by the City for the loss of required hand tools (including toolboxes) due to fire or theft from City premises, less twenty-five dollars (\$25.00) on each loss. Claims shall be honored only for tools which have been listed on an appropriate inventory form and filed with the City. Employees in the Automotive Body Worker/Painter classification shall notify management whenever they remove their tools from the City's premises.

APPENDIX H

**SHEET METAL, AIR, RAIL, & TRANSPORTATION WORKERS INTERNATIONAL
 ASSOCIATION, LOCAL NO. 66**

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the Sheet Metal Workers International Association, Local No. 66, hereinafter referred to as the Union, for that period from January 1, 2019 through December 31, 2021. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

H.1 Effective December 26, 2018, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

| <u>CLASSIFICATION</u> | <u>STEP A</u> <u>00-06m</u> | <u>STEP B</u> <u>07 m +</u> |
|--------------------------------------|--------------------------------|--------------------------------|
| Sheet Metal Worker, Automotive | 33.26 | 34.57 |

H.1.1 Effective December 25, 2019, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

| <u>CLASSIFICATION</u> | <u>STEP A</u> <u>00-06m</u> | <u>STEP B</u> <u>07 m +</u> |
|--------------------------------------|--------------------------------|--------------------------------|
| Sheet Metal Worker, Automotive | 34.46 | 35.81 |

H.1.2 Effective January 6, 2021, base wage rates will be increased by 1% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%.

H.1.3 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

H.2 Employees classified and working full-time as Sheet Metal Workers, Automotive who have completed their probationary period and have been employed by the City in the afore-mentioned classification for the entire preceding year, shall be paid a tool allowance as provided below:

A. Effective January 1, 2019, two hundred nineteen dollars (\$219).

H.2.1 A like payment shall be made on the first pay date following a full pay period in December of each year of this agreement under the same conditions as hereinbefore outlined.

H.2.2 The provision of the tool allowance is made with the understanding that Sheet Metal Workers, Automotive are not entitled to the footwear reimbursement delineated in Article 14.11

APPENDIX I

PUBLIC SERVICE AND INDUSTRIAL EMPLOYEES, LOCAL NO. 1239, SECURITY OFFICERS

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, Washington, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the Public Service And Industrial Employees, Local No. 1239, Security Officers, hereinafter referred to as the Union, for that period from January 1, 2019 through December 31, 2021. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

I.1 Effective December 26, 2018, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

| <u>CLASSIFICATION</u> | <u>HOURLY RATES OF PAY</u> | | | | |
|-----------------------------------|--------------------------------|---------------------------------|--------------------------------|--------------------------------|-------------------------------|
| | <u>STEP A</u> <u>00-06m</u> | <u>STEP B</u> <u>07-18 m</u> | <u>STEP C</u> <u>19-30m</u> | <u>STEP D</u> <u>31-42m</u> | <u>STEP E</u> <u>43m +</u> |
| Security Officer | 24.49 | 25.59 | 26.45 | 26.45 | 26.45 |
| Security Officer, Senior | 26.69 | 28.02 | 29.01 | 29.01 | 29.01 |
| Supervising Security Officer..... | 28.27 | 29.33 | 30.46 | 31.61 | 32.92 |

I.1.1 Effective December 25, 2019, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows which include the following wage adjustments:

A. Security Officer Classification

1. Step 1 of the Security Officer wage rate will be increased by an additional seven percent (7%).
2. Steps 2 of the Security Officer wage rate will be increased by an additional seven-point five percent (7.5%).
3. Step 3 of the Security Officer wage rate will be increased by an additional nine percent (9%).
4. Step 4 of the Security Officer wage rate will be increased by an additional fourteen-point four percent (14.4%).

5. Step 5 of the 2019 Security Officer wage rate will be increased by an additional twenty-point twenty-three percent (20.23%).

B. Security Officer Senior Classification

1. Step 1 of the Security Officer Senior wage rate will be increased by an additional twelve-point one five percent (12.15%).
2. Step 2 of the Security Officer Senior wage rate will be increased by an additional thirteen point five (13.5%).
3. Step 3 of the Security Officer Senior wage rate will be increased by an additional fifteen-point one percent (15.5%).
4. Step 4 of the Security Officer Senior wage rate will be increased by an additional twenty-point eight five percent (20.85%).
5. Step 5 of the Security Officer Senior wage rate will be increased by an additional twenty-six-point nine two percent (26.92%).

C. Supervising Security Officer Classification

1. Step 1 of the Supervising Security wage rate will be increased by an additional sixteen-point four percent (16.4%).
2. Step 2 of the Supervising Security wage rate will be increased by an additional seventeen-point nine percent (17.9%).
3. Step 3 of the Supervising Security wage rate will be increased by an additional nineteen point two (percent (19.2%).
4. Step 4 of the Supervising Security wage rate will be increased by an additional twenty-point seven percent (20.7%).
5. Step 5 of the Supervising Security wage rate will be increased by an additional twenty-one-point seven percent (21.7%).

CLASSIFICATION

HOURLY RATES OF PAY

| | <u>STEP A</u> | <u>STEP B</u> | <u>STEP C</u> | <u>STEP D</u> | <u>STEP E</u> |
|-----------------------------------|---------------|----------------|---------------|---------------|---------------|
| | <u>00-06m</u> | <u>07-18 m</u> | <u>19-30m</u> | <u>31-42m</u> | <u>43m +</u> |
| Security Officer | 27.16 | 28.51 | 29.87 | 31.36 | 32.94 |
| Security Officer, Senior | 31.36 | 32.94 | 34.59 | 36.32 | 38.15 |
| Supervising Security Officer..... | 32.92 | 34.59 | 36.32 | 38.14 | 40.05 |

I.1.2 Effective January 6, 2021, base wage rates will be increased by 1% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%.

I.1.3 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

I.2 In lieu of Section 5.1, the employee working in the position at Seattle Center designated Supervising Security Officer shall, subject to the guidance and approval of Seattle Center management, make such adjustments in their normal daily work hours as may be required to fulfill their job responsibilities; provided, however, that said necessary adjustments shall be made insofar as Seattle Center management deems feasible within the normal forty (40) hours allowed per payroll workweek without overtime compensation. For example, in order to fulfill their supervisory responsibilities, the Supervising Security Officer may need to schedule them or be scheduled by Seattle Center management on a given workday to begin work before their regularly scheduled starting time, to extend their regularly scheduled shift, or to participate in a staff meeting held outside their regularly scheduled shift hours. The extra hours worked would be adjusted, subject to Seattle Center management approval, by scheduling equivalent hours off within the same workweek.

I.3 Turnaround time shall be recognized as the twelve (12) hour period immediately following the termination of the employee's previous day's regular shift. An employee who is required to work during the twelve (12) hour period between normal shifts shall receive double time for all hours worked during this twelve (12) hour period. In applying this provision, a regular employee or temporary who works during the turnaround period shall have such time counted as straight-time hours for purposes of computing sick leave and retirement benefits.

I.3.1 Required training shall be scheduled in a manner that least impacts an employee's schedule. In the event a regular employee is required to attend training outside their normal shift, the employee shall be paid at the appropriate overtime rate applicable under Article 5, Sections 5.2 through 5.3.1

I.3.1.1 All necessary "refresher" or re-certification training shall be arranged and scheduled by the City on a timely basis, so as to avoid lapses in required certifications. This type of training shall include First-Aid/CPR, as well as other safety and procedure-related certifications that the Department or the City may require.

I.4 In lieu of Section 6.1.1, whenever any paid holiday falls on an employee's regularly scheduled day/days off, either the day before or the day after the employee's scheduled day/days off may be recognized as the paid holiday, or a day within the pay period may be recognized as the paid holiday, or, the department may elect to pay the employee for the holiday(s) at the regular straight-time rate of pay. Payment shall be made only once per affected employee for any one holiday.

- I.5 Employees with prior regular City service who are regularly appointed to positions within the City shall begin accruing vacation at the rate which was applicable upon their most recent separation from regular City service.
- I.6 Security Officers at the Seattle Center are no longer required to obtain a Special Police Commission as a condition of employment. However, Security Officers must obtain the Seattle Special Police Commission in order to qualify as a Designated Shift Lead at the Seattle Center. All Senior Security Officers must have a Seattle Special Police Commission.
- I.7 Uniforms - The following Sections shall apply to both temporary and regular employees covered by this Appendix: I.7, I.7.1, I.7.1.1, I.7.2, I.7.2.1, I.7.3, I.7.4, I.7.5, and I.7.6. Employees covered by this Appendix at the Seattle Center shall purchase and maintain their uniforms in a manner that meets the standards established by their Department
- I.7.1 Effective January 1, 2019, all employees covered by this Appendix employed at the Seattle Center shall have their footwear reimbursement of fifty dollars (\$50.00) per year combined with the uniform allowance, as described in Section I.7.2 below.
- I.7.1.1 Beginning January 1, 2020, all employees covered by this Appendix employed at the Seattle Center shall receive a footwear reimbursement as provided in Article 14.11.
- I.7.2 The Seattle Center shall annually reimburse employees covered by this Agreement up to the maximum amounts provided in A through B below towards the purchase of uniform items, excluding footwear.
- A. Effective January 1, 2019, three hundred fifteen dollars (\$315.00).
- B. Effective January 1, 2020, two hundred sixty-five dollars (\$265.00).
- I.7.2.1 Newly hired employees shall receive an initial reimbursement up to the maximum provided in A through B below upon completion of their first six months of employment. Temporary employees shall be reimbursed upon completion of their first 1,040 hours, and upon completion of each 2080 hours thereafter.
- A. Effective January 1, 2019, three hundred sixty-five dollars (\$365).
- B. Effective January 1, 2020, three hundred fifteen dollars (\$315.00).
- I.7.2.2 The City shall notify affected employees and the Union at least ninety (90) days prior to changing the current uniform, indicating the nature of and reasons for such changes. In the event of a major uniform change during the term of this Agreement, the Seattle Center shall provide an additional maximum

reimbursement on a one-time basis, to cover the employee's cost to transition to the new uniform. Reimbursement amounts shall be as provided in section I.7.2.

I.7.3 Should the Seattle Center elect to include certain items as part of the uniform, for example: hat, coat, badges, patches, keepers, duty belt, whistle chain, name tag, radio holder, bicycle gear, key keeper, flashlight holder, mini-flashlight, mace/OC, mace/OC holder, mini-mag holder, and collar brass, etc., the items included shall be provided by the Center.

I.7.4 Upon leaving Seattle Center employment as a Security Officer, Senior Security Officer, or Supervisory Security Officer, the employee will return the articles of the uniform provided by the Seattle Center, and any articles of the uniform the employee purchased and was reimbursed for in the six months prior to departure.

I.7.5 Except for the footwear/gear allowance as stated in Article 14.11 of the Joint Crafts Council Agreement and I.7.1 and I.7.1.1, all reimbursements above are maximum amounts and noncumulative. The maximum amount, if not spent, cannot be carried over to a later time frame. Requests for reimbursement shall be accompanied by a receipt showing the amount and place of purchase.

I.7.6 All reimbursements above are based on purchased and replaced uniform items being approved by the Seattle Center Department and the employee providing proof of purchase for items to the department. Items may be purchased from any source as long as items are subject to the approval of the department.

I.8 Seattle Center will provide appropriate educational and training opportunities for the security staff on a continuing basis. Training subjects will include, but not be limited to, self-defense, first-aid and conflict resolution. The City and the Union shall meet to discuss training issues for employees covered by this Appendix on a Departmental basis, including whether efficiencies can be achieved by combining certain desired or mandatory training; e.g., first-aid, CPR, between the affected Departments.

I.9 When transporting more than five hundred dollars (\$500) including all money received by the Parking Facility off of the Seattle Center grounds, a Security Officer in charge will be accompanied by another Security Officer. The Seattle Center may look into alternative methods of accomplishing the transport of receipts and shall notify the Union if an alternative is elected.

I.10 Effective December 30, 2015, employees regularly scheduled to work the established evening (swing) or night (graveyard) shift shall receive the following shift premiums:

| | |
|--------------------|------------------------|
| <u>Swing Shift</u> | <u>Graveyard Shift</u> |
| \$0.75 per hour | \$1.00 per hour |

I.10.1 Effective December 25, 2019, employees regularly scheduled to work the established evening (swing) or night (graveyard) shift shall receive the following shift premiums:

| <u>Swing Shift</u> | <u>Graveyard Shift</u> |
|--------------------|------------------------|
| \$1.00 per hour | \$1.50 per hour |

A. Swing shift shall normally begin at 3:00 p.m., and graveyard shift shall normally begin at 11:00 p.m. (midnight).

B. The above shift premium shall apply to time worked as opposed to time-off with pay except for sick leave, and therefore, for example, the premium shall not apply to vacation, holiday pay, bereavement leave, etc. Employees who work one of the shifts for which a premium is paid, and who are required to work overtime, shall not have the shift premium included as part of the base hourly rate for purposes of computing the contractual overtime rate.

I.11 Senior Security Officers at the Seattle Center who are the designated shift leaders, shall report for duty fifteen (15) minutes prior to the beginning of the shift they are to lead. However, they shall be paid at the same premium rate as the shift they lead for the entire eight (8) hours of their shift, including the first quarter hour.

I.12 The City and the Union reserve the right to open this agreement for the purposes of negotiating on the issue of safety.

I.13 Upon qualifying for a Seattle Special Police Commission, employees covered by this Appendix shall be paid a premium of an additional two percent (2%) of the top step of their base hourly pay range.

I.14 The City and the Union each reserve the right to reopen this Appendix for negotiation of the terms applicable to physically operating new facilities where technological advancements and permanent employee staffing of the facility may necessitate changes to the Appendix.

I.15 The parties agree to hold labor management committee meetings upon request of the other party to discuss issues specific to ESU including training and safety needs.

APPENDIX J

PUBLIC SERVICE AND INDUSTRIAL EMPLOYEES, LOCAL NO. 1239

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the Public Service And Industrial Employees, Local No. 1239, hereinafter referred to as the Union, for that period from January 1, 2019 through December 31, 2021. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

J.1 Effective December 26, 2018, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

| <u>CLASSIFICATION</u> | <u>STEP A</u> <u>00-06m</u> | <u>STEP B</u> <u>07-18m</u> | <u>STEP C</u> <u>19-30m</u> | <u>STEP D</u> <u>31-42m</u> | <u>STEP E</u> <u>43 m +</u> |
|--|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Arts Conservation Technician..... | 29.89 | 31.09 | 32.24 | 32.24 | 32.24 |
| Aquatics Technical Supervisor..... | 36.15 | 37.58 | 39.09 | 40.54 | 42.10 |
| Arboriculturalist..... | 32.90 | 34.12 | 35.43 | 36.85 | 38.40 |
| Asphalt Paving Crew Chief, Asst..... | 33.83 | 35.29 | 36.64 | 36.64 | 36.64 |
| Asphalt Raker..... | 29.27 | 30.40 | 31.52 | 31.52 | 31.52 |
| Asphalt Raker, Senior | 31.52 | 32.75 | 32.75 | 32.75 | 32.75 |
| Cement Finisher | 31.52 | 32.77 | 32.77 | 32.77 | 32.77 |
| Cement Finisher – Parks Facilities*** | 35.13 | 35.13 | 35.13 | 35.13 | 35.13 |
| Cement Finisher, Senior | 33.38 | 34.66 | 34.66 | 34.66 | 34.66 |
| Cement Finisher – Parks Facilities, Senior*** | 35.13 | 36.63 | 36.63 | 36.63 | 36.63 |
| Delivery Worker | 21.30 | 22.14 | 22.96 | 23.92 | 24.77 |
| Drainage and Wastewater Collection Worker | 29.58 | 30.73 | 31.97 | 31.97 | 31.97 |

Drainage and Wastewater Collection

Worker Apprentice 85% of third step of Drainage and Wastewater
Collection Worker for 1st 1,000 hours
87% of third step of Drainage and Wastewater
Collection Worker for 1,000 to 2,000 hours
91% of third step of Drainage and Wastewater
Collection Worker for 2,000 to 3,000 hours
94% of third step of Drainage and Wastewater
Collection Worker for 3,000 to 4,000 hours

Drainage and Wastewater Collection

Worker - CI* 29.58 31.37 32.58 32.58 32.58

Drainage and Wastewater Collection

Lead Worker 33.20 34.53 35.86 35.86 35.86

Drainage and Wastewater Collection

Lead Worker - CII* 33.92 35.24 36.57 36.57 36.57

Engineering Emergency Laborer 34.56 34.56 34.56 34.56 34.56

Facilities Lead Worker 28.52 29.63 30.74 30.74 30.74

Facilities Maintenance Worker 28.52 29.63 30.74 30.74 30.74

Forest Maintenance Crew Chief 36.42 37.98 39.35 39.35 39.35

Forest Maintenance Worker..... 29.69 30.78 31.99 31.99 31.99

Forest Maintenance Worker,

Senior 31.61 32.90 34.12 34.12 34.12

Gardener, Principal 31.61 32.90 32.90 32.90 32.90

Gardner, Assistant 23.49 23.43 25.25 25.25 25.25

Gardener 26.18 27.13 28.27 28.27 28.27

Senior Gardener 29.33 30.46 31.61 31.61 31.61

Golf Course Groundskeeper I**** 16.75 16.75 16.75 16.75 16.75

Golf Course Groundskeeper II 21.03 21.03 21.03 21.03 21.03

Golf Course Technician 23.67 24.52 26.18 27.13 28.27

Golf Course Technician, Senior 25.29 27.13 28.52 29.63 30.78

| | | | | | |
|---|---|-------|-------|-------|-------|
| Golf Course Maintenance Supervisor..... | 33.50 | 34.81 | 36.24 | 37.56 | 39.19 |
| Greenhouse Supervisor | 31.61 | 32.90 | 32.90 | 32.90 | 32.90 |
| Grounds Equipment Mechanic..... | 29.89 | 31.09 | 32.24 | 32.24 | 32.24 |
| Grounds Equipment Mechanic, Senior | 32.24 | 33.46 | 34.79 | 34.79 | 34.79 |
| Grounds Maintenance Crew Chief | 35.83 | 37.14 | 38.72 | 38.72 | 38.72 |
| Grounds Maintenance Lead Worker | 28.52 | 29.63 | 30.74 | 30.74 | 30.74 |
| Ice Rink Specialist..... | 28.52 | 29.63 | 29.63 | 29.63 | 29.63 |
| Installation Maintenance Worker..... | 28.52 | 29.63 | 29.63 | 29.63 | 29.63 |
| Janitorial Crew Chief-FAS..... | 26.71 | 27.58 | 28.68 | 28.68 | 28.68 |
| Janitorial Crew Chief Seattle Center | 28.74 | 29.89 | 31.09 | 31.09 | 31.09 |
| Janitor-Seattle Center/ Parks/SPU | 20.87 | 21.75 | 22.47 | 22.47 | 22.47 |
| Janitor, Lead-Seattle Center/ Parks/SPU | 22.47 | 23.49 | 24.34 | 24.34 | 24.34 |
| Laborer | 23.08 | 23.67 | 24.52 | 24.52 | 24.52 |
| Laborer - Apprentice** | 85% of entry rate for 1 st 1,000 hours 87% of entry rate for 1,000 to 2,000 hours 91% of entry rate for 2,000 to 3,000 hours 94% of entry rate for 3,000 to 4,000 hours | | | | |
| Laborer-Inserting Machine Operator | 23.67 | 24.52 | 24.52 | 24.52 | 24.52 |
| Landscape Supervisor | 36.44 | 37.91 | 39.35 | 35.23 | 35.23 |
| Lock Technician Trainee..... | 25.25 | 26.18 | 27.13 | 28.27 | 29.33 |
| Lock Technician..... | 29.89 | 31.09 | 32.24 | 32.24 | 32.24 |
| Lock Technician, Senior..... | 32.24 | 33.46 | 34.79 | 34.79 | 34.79 |

| | | | | | |
|---|-------|-------|-------|-------|-------|
| Maintenance Crew Chief, General - Skagit | 38.72 | 40.21 | 40.21 | 40.21 | 40.21 |
| Maintenance Laborer | 27.13 | 27.13 | 27.13 | 27.13 | 27.13 |
| Maintenance Laborer, Senior Traffic | 27.93 | 29.05 | 29.05 | 29.05 | 29.05 |
| Maintenance Laborer, Sewer Treatment Plant Operator | 33.08 | 33.08 | 33.08 | 33.08 | 33.08 |
| Maintenance Laborer, Sewer Treatment Plant, Assistant..... | 31.81 | 31.81 | 31.81 | 31.81 | 31.81 |
| Operations Crew Chief Seattle Center | 34.70 | 36.16 | 37.53 | 37.53 | 37.53 |
| Operations Crew Chief, Senior-Seattle Center | 35.43 | 36.85 | 38.40 | 39.81 | 39.81 |
| Park Ranger..... | 23.92 | 24.77 | 25.75 | 26.64 | 27.71 |
| Parks Custodial Crew Chief | 35.08 | 36.42 | 37.98 | 37.98 | 37.98 |
| Parks Equipment Operator | 26.42 | 27.49 | 28.52 | 28.52 | 28.52 |
| Parks Maintenance Crew Chief | 38.69 | 40.10 | 41.82 | 41.82 | 41.82 |
| Parks Maintenance Aide I**** | 16.75 | 16.79 | 16.79 | 16.79 | 16.79 |
| Parks Maintenance Aide II | 16.79 | 16.79 | 16.79 | 16.79 | 16.79 |
| Pool Maintenance Lead Worker..... | 30.47 | 31.61 | 32.90 | 32.90 | 32.90 |
| Pool Maintenance Worker..... | 26.87 | 27.93 | 29.06 | 29.06 | 29.06 |
| Pump Station Maintenance Worker..... | 26.87 | 27.93 | 29.06 | 29.06 | 29.06 |
| Pump Station Maintenance Worker - CI* | 26.87 | 28.52 | 29.63 | 29.63 | 29.63 |
| Pump Station Maintenance Lead Worker..... | 30.21 | 31.37 | 32.59 | 32.59 | 32.59 |
| Pump Station Maintenance Leadworker - CII* | 30.82 | 32.02 | 33.26 | 33.26 | 33.26 |
| Recycling Program Specialist | 25.75 | 26.64 | 27.71 | 28.74 | 29.89 |

| | | | | | |
|--|--|-------|-------|-------|-------|
| Rights-of-Way Maintenance Lead Worker | 31.37 | 32.58 | 33.87 | 33.87 | 33.87 |
| Rights-of-Way Maintenance Worker | 30.74 | 31.93 | 31.93 | 31.93 | 31.93 |
| Special Crew Lead Worker | 30.47 | 31.61 | 32.90 | 32.90 | 32.90 |
| Store Clerk..... | 21.10 | 21.88 | 22.72 | 23.67 | 24.52 |
| Storekeeper | 28.27 | 29.33 | 30.46 | 31.61 | 32.90 |
| Traffic Marking Lead Worker..... | 28.45 | 29.63 | 30.74 | 31.93 | 31.93 |
| Traffic Sign and Marking Crew Chief I..... | 35.83 | 37.14 | 38.72 | 38.72 | 38.72 |
| Traffic Sign and Marking Crew Chief II | 39.47 | 41.01 | 42.57 | 42.57 | 42.57 |
| Tree Trimmer | 29.99 | 31.19 | 32.43 | 32.43 | 32.43 |
| Tree Trimmer, Lead | 32.84 | 34.07 | 35.42 | 35.42 | 35.42 |
| Utility Construction Lead Worker | 30.21 | 31.37 | 32.59 | 33.64 | 33.64 |
| Utility Construction Worker | 29.02 | 30.10 | 30.98 | 30.98 | 30.98 |
| Utility Construction Worker Apprentice..... | 85% of journey top step for 0 to 999 hours 87% of journey top step for 1,000 to 1,999 hours 91% of journey top step for 2,000 to 3,000 hours | | | | |
| Utility Laborer..... | 26.18 | 26.18 | 26.18 | 26.18 | 26.18 |
| Wastewater Collection Specialist..... | 35.19 | 36.55 | 37.94 | 37.94 | 37.94 |
| Wastewater Collection Specialist-CII* | 35.92 | 37.33 | 38.65 | 38.65 | 38.65 |
| Wastewater Treatment Plant Operator | 35.66 | 36.99 | 38.39 | 38.39 | 38.39 |
| Workload Planner & Scheduler, Assistant-Parks | 33.04 | 34.42 | 35.80 | 35.80 | 35.80 |

J.1.1 Effective December 25, 2019, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows, which includes the following wage adjustments:

A. Drainage and Wastewater Collection Worker:

1. Step 1 of the Drainage and Wastewater Collection Worker wage rate will be increased by five-point three one percent (5.31%).
2. Step 2 of the Drainage and Wastewater Collection Worker wage rate will be increased by five-point zero four percent (5.04%).
3. Step 3 of the Drainage and Wastewater Collection Worker wage rate will be increased by five-point three five percent (5.35%).
4. A new Step 4 will be added to the Drainage and Wastewater Collection Worker step progression pay program that will be three-point nine five percent (3.95%) greater than Step 3 of the Drainage and Wastewater Collection Worker wage rate. Employees who have reached twelve (12) months of actual service at step 3 as defined in Article 4.2.1, shall be eligible for a step increase to the new step 4 beginning December 25, 2019.

B. Drainage and Wastewater Collection, Lead Worker:

1. Step 1 of the Drainage and Wastewater Collection Lead Worker wage rate will be increased by four-point eight two percent (4.82%).
2. Step 2 of the Drainage and Wastewater Collection Lead Worker wage rate will be increased by four-point seven two four percent (4.72%).
3. Step 3 of the Drainage and Wastewater Collection Lead Worker wage rate will be increased by four-point seven one percent (4.71%).

C. Drainage and Wastewater Collection Lead Worker CII:

1. Step 1 of the Drainage and Wastewater Collection Lead Worker CII wage rate will be increased by six-point nine six percent (6.96%).
2. Step 2 of the Drainage and Wastewater Collection Lead Worker wage rate will be increased by six-point seven zero percent (6.70%).
3. Step 3 of the Drainage and Wastewater Collection Lead Worker wage rate will be increased by six-point seven three percent (6.73%) percent.

D. Janitorial Crew Chief, FAS:

1. Step 1 of the Janitorial Crew Chief, FAS wage rate will be increased by seven-point six percent (7.6%).
2. Step 2 of the Janitorial Crew Chief, FAS wage rate will be increased by eight-point three eight percent (8.38%).
3. Step 3 of the Janitorial Crew Chief, FAS wage rate will be increased by eight-point four percent (8.4%).

HOURLY RATES OF PAY

STEP A STEP B STEP C STEP D STEP E

| <u>CLASSIFICATION</u> | <u>00-06m</u> | <u>07-18m</u> | <u>19-30m</u> | <u>31-42m</u> | <u>43 m +</u> |
|---|---|---------------|---------------|---------------|---------------|
| Arts Conservation Technician..... | 30.97 | 32.21 | 33,40 | 33.40 | 33.40 |
| Aquatics Technical Supervisor..... | 37.45 | 38.93 | 40.50 | 42.00 | 43.62 |
| Arboriculturalist..... | 34.08 | 35.35 | 36.71 | 38.18 | 39.78 |
| Asphalt Paving Crew Chief, Asst..... | 35.05 | 36.56 | 37.96 | 37.96 | 37.96 |
| Asphalt Raker..... | 30.32 | 31.49 | 32.65 | 32.65 | 32.65 |
| Asphalt Raker, Senior | 32.65 | 33.93 | 33.93 | 33.93 | 33.93 |
| Cement Finisher | 32.65 | 33.95 | 33.95 | 33.95 | 33.95 |
| Cement Finisher Parks Facilities*** | 36.39 | 36.39 | 36.39 | 36.39 | 36.39 |
| Cement Finisher, Senior | 34.58 | 35.91 | 35.91 | 35.91 | 35.91 |
| Cement Finisher – Parks Facilities, Senior*** | 36.39 | 37.95 | 37.95 | 37.95 | 37.95 |
| Delivery Worker | 22.07 | 22.94 | 23.79 | 24.78 | 25.66 |
| Drainage and Wastewater Collection Worker | 32.27 | 33.55 | 34.89 | 36.27 | 36.27 |
| Drainage and Wastewater Collection Worker Apprentice | 85% of third step of Drainage and Wastewater Collection Worker for 1 st 1,000 hours 87% of third step of Drainage and Wastewater Collection Worker for 1,000 to 2,000 hours 91% of third step of Drainage and Wastewater Collection Worker for 2,000 to 3,000 hours 94% of third step of Drainage and Wastewater Collection Worker for 3,000 to 4,000 hours | | | | |
| Drainage and Wastewater Collection Worker - CI* | 33.00 | 34.27 | 35.62 | 37.00 | 37.00 |
| Drainage and Wastewater Collection Lead Worker | 36.05 | 37.46 | 38.90 | 38.90 | 38.90 |
| Drainage and Wastewater Lead Worker - CII* | 37.59 | 38.95 | 40.44 | 40.44 | 40.44 |

| | | | | | |
|---|-------|-------|-------|-------|-------|
| Engineering Emergency Laborer | 35.80 | 35.80 | 35.80 | 35.80 | 35.80 |
| Facilities Lead Worker | 29.55 | 30.70 | 31.85 | 31.85 | 31.85 |
| Facilities Maintenance Worker | 29.55 | 30.70 | 31.85 | 31.85 | 31.85 |
| Forest Maintenance Crew Chief | 37.73 | 39.35 | 40.77 | 40.77 | 40.77 |
| Forest Maintenance Worker..... | 30.76 | 31.89 | 33.14 | 33.14 | 33.14 |
| Forest Maintenance Worker, Senior | 32.75 | 34.08 | 35.35 | 35.35 | 35.35 |
| Gardener, Principal | 32.75 | 34.08 | 34.08 | 34.08 | 34.08 |
| Gardner, Assistant | 24.34 | 25.22 | 26.16 | 26.16 | 26.16 |
| Gardener | 27.12 | 28.11 | 29.29 | 29.29 | 29.29 |
| Senior Gardener | 30.39 | 31.56 | 32.75 | 32.75 | 32.75 |
| Golf Course Groundskeeper I | 17.35 | 17.35 | 17.35 | 17.35 | 17.35 |
| Golf Course Groundskeeper II | 21.79 | 21.79 | 21.79 | 21.79 | 21.79 |
| Golf Course Technician | 24.52 | 25.40 | 27.12 | 28.11 | 29.29 |
| Golf Course Technician, Senior | 26.20 | 28.11 | 29.55 | 30.70 | 31.89 |
| Golf Course Maintenance Supervisor..... | 34.71 | 36.06 | 37.54 | 38.91 | 40.60 |
| Greenhouse Supervisor | 32.75 | 34.08 | 34.08 | 34.08 | 34.08 |
| Grounds Equipment Mechanic..... | 30.97 | 32.21 | 33.40 | 33.40 | 33.40 |
| Grounds Equipment Mechanic, Senior | 33.40 | 34.66 | 36.04 | 36.04 | 36.04 |
| Grounds Maintenance Crew Chief | 37.12 | 38.48 | 40.11 | 40.11 | 40.11 |
| Grounds Maintenance Lead Worker | 29.55 | 30.70 | 31.85 | 31.85 | 31.85 |
| Ice Rink Specialist..... | 29.55 | 30.70 | 30.70 | 30.70 | 30.70 |
| Installation Maintenance Worker..... | 29.55 | 30.70 | 30.70 | 30.70 | 30.70 |

| | | | | | |
|---|---|-------|-------|-------|-------|
| Janitorial Crew Chief FAS..... | 29.77 | 30.97 | 32.21 | 32.21 | 32.21 |
| Janitorial Crew Chief Seattle Center | 29.77 | 30.97 | 32.21 | 32.21 | 32.21 |
| Janitor-Seattle Center/ Parks/SPU | 21.62 | 22.53 | 23.28 | 23.28 | 23.28 |
| Janitor, Lead-Seattle Center/ Parks/SPU | 23.28 | 24.34 | 25.22 | 25.22 | 25.22 |
| Laborer | 23.91 | 24.52 | 25.40 | 25.40 | 25.40 |
| Laborer - Apprentice** | 85% of entry rate for 1 st 1,000 hours 87% of entry rate for 1,000 to 2,000 hours 91% of entry rate for 2,000 to 3,000 hours 94% of entry rate for 3,000 to 4,000 hours | | | | |
| Laborer-Inserting Machine Operator | 24.52 | 25.40 | 25.40 | 25.40 | 25.40 |
| Landscape Supervisor | 37.75 | 39.27 | 40.77 | 40.77 | 40.77 |
| Lock Technician Trainee..... | 26.16 | 27.12 | 28.11 | 29.29 | 30.39 |
| Lock Technician..... | 30.97 | 32.21 | 33.40 | 33.40 | 33.40 |
| Lock Technician, Senior..... | 33.40 | 34.66 | 36.04 | 36.04 | 36.04 |
| Maintenance Crew Chief, General - Skagit..... | 40.11 | 41.66 | 41.66 | 41.66 | 41.66 |
| Maintenance Laborer..... | 28.11 | 28.11 | 28.11 | 28.11 | 28.11 |
| Maintenance Laborer, Senior Traffic | 28.94 | 30.10 | 30.10 | 30.10 | 30.10 |
| Maintenance Laborer, Sewer Treatment Plant Operator | 34.27 | 34.27 | 34.27 | 34.27 | 34.27 |
| Maintenance Laborer, Sewer Treatment Plant, Assistant..... | 32.96 | 32.96 | 32.96 | 32.96 | 32.96 |
| Operations Crew Chief Seattle Center | 35.95 | 37.46 | 38.88 | 38.88 | 38.88 |
| Operations Crew Chief, Senior-Seattle Center | 36.71 | 38.18 | 39.78 | 41.24 | 41.24 |

| | | | | | |
|---|-------|-------|-------|-------|-------|
| Parks Maintenance Crew Chief | 40.08 | 41.54 | 43.33 | 43.33 | 43.33 |
| Park Ranger..... | 24.78 | 25.66 | 26.68 | 27.60 | 28.71 |
| Parks Custodial Crew Chief | 36.34 | 37.73 | 39.35 | 39.35 | 39.35 |
| Parks Equipment Operator | 27.37 | 28.48 | 29.55 | 29.55 | 29.55 |
| Parks Maintenance Aide I | 17.35 | 17.39 | 17.39 | 17.39 | 17.39 |
| Parks Maintenance Aide II | 17.39 | 17.39 | 17.39 | 17.39 | 17.39 |
| Pool Maintenance Lead Worker..... | 31.57 | 32.75 | 34.08 | 34.08 | 34.08 |
| Pool Maintenance Worker..... | 28.48 | 29.55 | 30.70 | 30.70 | 30.70 |
| Pump Station Maintenance Worker..... | 27.84 | 28.94 | 30.11 | 30.11 | 30.11 |
| Pump Station Maintenance Worker - CI* | 27.84 | 29.55 | 30.70 | 30.70 | 30.70 |
| Pump Station Maintenance Lead Worker..... | 31.30 | 32.50 | 33.76 | 33.76 | 33.76 |
| Pump Station Maintenance Leadworker - CII* | 31.93 | 33.17 | 34.46 | 34.46 | 34.46 |
| Recycling Program Specialist | 26.68 | 27.60 | 28.71 | 29.77 | 30.97 |
| Rights-of-Way Maintenance Lead Worker | 32.50 | 33.75 | 35.09 | 35.09 | 35.09 |
| Rights-of-Way Maintenance Worker | 31.85 | 33.08 | 33.08 | 33.08 | 33.08 |
| Special Crew Lead Worker | 31.57 | 32.75 | 34.08 | 34.08 | 34.08 |
| Store Clerk..... | 21.86 | 22.67 | 23.54 | 24.52 | 25.40 |
| Storekeeper | 29.29 | 30.39 | 31.56 | 32.75 | 34.08 |
| Traffic Marking Lead Worker..... | 29.47 | 30.70 | 31.85 | 33.08 | 33.08 |
| Traffic Sign and Marking Crew Chief I | 37.12 | 38.48 | 40.11 | 40.11 | 40.11 |
| Traffic Sign and Marking Crew Chief II | 40.89 | 42.49 | 44.10 | 44.10 | 44.10 |

| | | | | | |
|--|--|-------|-------|-------|-------|
| Tree Trimmer | 31.07 | 32.31 | 33.60 | 33.60 | 33.60 |
| Tree Trimmer, Lead | 34.02 | 35.30 | 36.70 | 36.70 | 36.70 |
| Utility Construction Lead Worker | 31.30 | 32.50 | 33.76 | 34.85 | 34.85 |
| Utility Construction Worker | 30.06 | 31.18 | 32.10 | 32.10 | 32.10 |
| Utility Construction Worker Apprentice..... | 85% of journey top step for 0 to 999 hours 87% of journey top step for 1,000 to 1,999 hours 91% of journey top step for 2,000 to 3,000 hours | | | | |
| Utility Laborer..... | 27.12 | 27.12 | 27.12 | 27.12 | 27.12 |
| Wastewater Collection Specialist..... | 36.46 | 37.87 | 39.31 | 39.31 | 39.31 |
| Wastewater Collection Specialist-CII* | 37.21 | 38.67 | 40.04 | 40.04 | 40.04 |
| Wastewater Treatment Plant Operator | 36.94 | 38.32 | 39.77 | 39.77 | 39.77 |
| Workload Planner & Scheduler, Assistant-Parks | 34.23 | 35.66 | 37.09 | 37.09 | 37.09 |

J.1.2 Effective January 6, 2021, base wage rates will be increased by 1% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%.

*Effective December 26, 2018, employees classified in the job titles listed and who acquire and continue to maintain Level I certification (and have reached the second step) and/or Level II certification from Washington Waste Water Collection Personnel Association or an equivalent City-approved certification shall be compensated by an additional two percent (2%) of their hourly range (calculation based on two percent (2%) of the top step of the specific job classification). The affected job titles are: Drainage & Wastewater Collection Worker-CI, Drainage and Wastewater Lead Worker-CII, Pump Station Maintenance Worker-CI and Pump Station Maintenance Lead Worker-CII and Wastewater Collection Specialist-CII. At such time as either the State of Washington or the City of Seattle shall require the certifications as a condition of employment for any of the classifications cited, before implementing any such changes to the voluntary certification plan, the City shall notify the Union of the changes and reason therefore, and upon request, such changes and reason therefore shall be discussed with the Union.

Effective December 25, 2019, the above shall no longer apply to employees in the classifications of Drainage and Wastewater Collection Worker, and Drainage and Wastewater Collection Lead Worker, who

shall be eligible for the respective premium pay titles of Drainage & Wastewater Collection Worker-CI and Drainage and Wastewater Collection Lead Worker-CII at the parallel pay step beginning with the month following certification by the Washington State Department of Health Services. Such premium pay shall cease if the certification is not renewed. Certification at any level less than designated for a classification will not qualify an employee for the premium pay.

****Note:** Apprentice titles listed herein are in effect pursuant to the Washington State Apprenticeship Act (RCW 49.04) and the Fair Labor Standards Act (29 CFR 29). Apprentice pay steps herein are as provided for in accordance with WAC 296-05-316 (27).

*******These premium pay titles are applicable for technical duties for cement finishing at the Parks and Recreation Department. The duties of these premium pay titles are contained in the specifications of Cement Finisher and Cement Finisher, Senior, but are uniquely performed at the Parks and Recreation Department and are not performed at any other City Department.

J.1.3 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

J.1.4 Temporary employees shall be exempt from all provisions of this Appendix except Sections J.2.1, J.2.1.1, J.2.2, J.2.4, J.2.4.1, J.2.9, J.3, J.3.1, J.4.2, J.4.6, J.4.7, J.4.8, J.4.12, J.5.1, J.5.2, J.5.3, J.6.2, J.7, J.7.1, J.8, J.8.1, J.8.1.1, J.8.2, and J.8.5.

J.2 General Working Rules - Crew Chiefs may perform the work normally performed by the crews they supervise if they are unable to secure regular or temporary employee at the work site to perform the work. Crew Chiefs will not replace an employee or a working lead person by working regular or overtime hours except when the occurrence is unscheduled. In no case shall a regular or temporary employee be sent home or otherwise replaced by a Crew Chief dispatching them to perform the work.

J.2.1 No employee shall be required to operate unsafe equipment or an unsafe vehicle. Upon determination or suspicion that a vehicle or equipment is unsafe, it must be reported to the supervisor immediately. Final determination of safety shall be made in accordance with Section 14.6.3.

J.2.1.1 The City shall provide employees with appropriate training in the safe operation of any equipment prior to its use.

J.2.2 No individual shall be locked in a building without means of egress.

J.2.3 Rubber boots, rain gear, rubber gloves and, if necessary, coveralls shall be supplied on an as-needed basis to employees covered by this Appendix including temporary employees whose job duties require work in or around sewers, mudholes, mudslides or any areas which require the use by the employee of excessive amounts of water. Parks Department employees who clean outside rest rooms, fountains, pavement, masonry, or other surfaces with pressure washing equipment shall be provided with rain gear, rubber gloves and

rubber boots. Transportation Sign Shop employees who steam clean signs shall be provided rubber gloves and rain gear. Such protective clothing or portions thereof shall not apply to individuals or jobs merely because of inclement weather. Such protective clothing shall be charged to the employee, who is to guarantee its return. In case of intentional destruction or negligent loss of said items, the cost thereof shall be charged to the employee.

J.2.4 Employees when actually engaged in the preparation, spraying or application of remover, acid, pesticide, or herbicide shall be furnished protective clothing, including boots and when necessary, respirators when the lack of said clothing would prove detrimental to the individual's health and safety.

J.2.4.1 Employees covered by this Appendix, when actively engaged in the dismantling, clean-up, removal, and/or disposal of material from so-called transient encampments, illegal dumpings, hazardous material spills, demolition, or any other debris which could present a risk of chemical or biohazard exposure to the employee, shall be furnished with appropriate protective clothing, including boots, overalls, or tyvek and when necessary, respirators, when the lack of said clothing would prove detrimental to the employee's health and safety.

J.2.5 Protective and specialized clothing shall continue to be provided per existing (September 1980) Departmental practice for the duration of this Agreement.

J.2.6 Cement Finishers when assigned to be in charge of two (2) or more Cement Finishers shall receive Senior Cement Finisher's pay. Cement Finishers who are required to install or cut cobble stone, decorative brick or tile shall receive twenty-five cents (0.25¢) per hour in addition to their regular hourly rate of pay while so assigned. Senior Cement Finishers shall only receive their Senior rate of pay and shall not receive an addition twenty-five cents (0.25¢) per hour while so assigned.

J.2.7 When deemed necessary by the City, the City may require an employee to perform work outside of their regularly scheduled work shift. The immediate circumstance of the situation shall be considered by the City in deciding which employee(s) shall be assigned to perform the overtime work in question. Overtime assignments shall be allotted in as fair and equitable manner as circumstances will permit amongst employees in an affected work unit who have the work experience to immediately perform the overtime work. When an unforeseen situation arises, which necessitates overtime work either as an extension of a shift or as a call-in, the City may assign or call in the first individual(s) it contacts for such overtime work.

J.2.7.1 Any disagreement over the application of this provision shall be negotiated on a case-by-case basis.

J.2.7.2 When deemed necessary by the City, the City may assign an employee to work outside of their classification. The immediate circumstance of the situation shall be considered by the City in deciding which employee(s) shall be assigned to

perform the work out of class in question. Work out of class shall be allotted in as fair and equitable manner as circumstances will permit amongst employees in an effected work unit who have the work experience to immediately work out of class. All regular full-time or regular part-time employees in an affected work crew shall be asked to work out of classification prior to any temporary employee. When an unforeseen situation arises, which necessitates work out of class, the City may assign the first individual(s) it contacts for such work out of class.

J.2.7.3 Any out-of-class opportunities that are scheduled for more than thirty (30) days shall be opened to the division where they occur and any out-of-class that is scheduled for more than ninety (90) days shall be opened to the entire department. (At Seattle Center, department means Technical Facilities Management Division.)

J.2.8 Effective January 6, 1999, the in lieu of meal reimbursement will increase to twenty dollars (\$20.00) and be administered in accordance with Sections 5.4 through 5.4.3.

J.2.9 Effective upon signature of the Agreement, the footwear and gear reimbursement will be as provided in A through D below per contract year and will be administered in accordance with Section 14.11. Gear does not include articles of clothing already being issued.

A. Effective January 1, 2019, one hundred thirty dollars (\$130.00).

B. Effective January 1, 2020, one hundred seventy-five dollars (\$175.00).

C. Effective January 1, 2021, two hundred dollars (\$200.00).

J.3 A Laborer or Utility Laborer when assigned to operate certain riding mowers to mow any area including golf course greens (triplex greens mower, T-mower, or minimum 60-inch [cutting area] rotary mower or their equivalent replacements) shall, while so assigned, be compensated on a work-outside-of-classification basis per Section 5.9 of this Agreement at a rate equivalent to the classification of Maintenance Laborer. (This Section does not apply to the golf courses.)

J.3.1 A Laborer, Utility Laborer, or Maintenance Laborer when assigned to the Ford 6610 or Tiger 75-horsepower tractor mower (or an equivalent replacement) shall, while so assigned be compensated on a work-outside-of-classification basis per Section 5.9 of this Agreement at a rate equivalent to the classification of Construction And Maintenance Equipment Operator.

J.3.2 The following equipment is currently classified by the City as Construction Maintenance Equipment Operator (CMEO) assigned equipment and shall be paid at the CMEO pay rates:

Backhoe with bucket 1/16 yard or larger*

Box Scraper attachment*

Flail/Slope Mowers

Rear or Center-mount blade*

| | |
|----------------------------------|--|
| Front Loader – ¼ yard or larger* | Ford 6610 Tractor |
| Bulldozers – all | Asphalt Roto-Grinder (Sr. CMEO) |
| Motor Patrol (Graders) – all | Boom Trucks* (Sr. CMEO) |
| Mobile Street Sweepers | Paving Machines (Sr. CMEO) |
| Rollers/Compactors | Revolving Truck-mounted Cranes (Sr. CMEO) |
| Track Backhoe (Sr. CMEO) | Tiger 75-horsepower Tractor-Mower (or an equivalent replacement) |

*The City and Local 1239 acknowledge a historical past practice of utilization by employees covered under this Appendix of some of the equipment and/or attachments named above. CMEO wage rates shall be paid for operation of the attachments, or equipment types.

J.3.3 Regular part-time Laborer-series positions will be considered for regular full-time vacancies within the same classification which become available within their department prior to opening the vacancy to other City employees and then temporary employees. The vacant positions will be filled based on special skills, training, and/or experience. All regular employees shall have the right to apply for any vacant position that is equal to or a promotion from their current position.

J.4 Seattle Center Rules - Schedules shall be prepared and posted indicating the starting time for each employee for at least five (5) days in advance of the scheduled workday. Posted schedules shall consist of the schedule for the present workday and the following five (5) calendar days with the fifth day posted daily prior to 11:30 a.m. Any change in the starting time of an employee within the five (5) day posted schedule shall result in double time being paid for those hours worked prior to the posted scheduled starting hour, as well as for any hours worked past the posted ending time for scheduled shifts of eight (8) or more hours' duration.

J.4.1 Turnaround time shall continue to be at least twelve (12) hours from the termination of the previous day's regular shift; provided however, an employee who is required to work during the twelve (12) hour period between normal shifts shall receive double time for all hours worked during said twelve (12) hour period. In applying this provision an employee who works during the turnaround period shall have such time counted as straight-time hours for purposes of computing sick leave and retirement benefits only; provided however, such benefits (sick leave and retirement) shall not be computed for any hours worked in excess of forty (40) per workweek.

J.4.2 Adequate ventilation shall be supplied in any building where machines that admit nauseous or dangerous fumes are operating. The Operating Engineers must be notified sufficiently in advance prior to commencing to operate the equipment.

J.4.3 The present practice of maintaining Seattle Center's rolling stock shall continue, including management's right to send out or contract to another party.

- J.4.4 The ice-making activity shall be under the jurisdiction of the Union. In the event additional help is required in making or preparing ice beyond that of the Ice Rink Specialists assigned to the task, an individual affiliated with the Union shall be assigned to the job. One (1) position designated and paid as an Ice Rink Specialist for six and one-half (6½) months starting September 15 of each year and ending March 31 of the next year.
- J.4.5 If flooding ice is required in an empty or unoccupied building at hours other than the regular work shift, one (1) employee covered by this Appendix shall be assigned this task. Arrangements shall be made for supervision to assure that the individual will be observed during the period of flooding in order to respond in the event of an accident.
- J.4.6 An employee shall be paid at the Maintenance Laborer rate of pay on a work-outside-of-classification basis per Section 5.9 and J.2.7.2 for operating the bucket truck, utility boom truck, garbage packer truck, dumpster transporter truck (“D-Truck”) of equivalent, and sweeper truck. Maintenance Laborer rate of pay will also be applicable on an articulating or telescoping boom or scissor lift used on high lift operations that has a platform that can accommodate up to two employees.
- J.4.6.1 When the Seattle Center purchases, rents or leases new equipment or a different replacement for equipment mentioned in Section J.4.6 above, they will meet with the Union and discuss the rate of pay for said equipment.
- J.4.6.2 Effective upon signature of the Agreement, employees covered under this Appendix shall be paid at the minimum rate of Utility Laborer on a work-out-class basis while assigned to operate the small pavement sweeper vehicle (“Green Machine 636” or equivalent).
- J.4.7 The Seattle Center will use a crew of Laborer(s) and/or Senior Janitor(s) under the lead of an Electrician to perform changing of light bulbs on a preventive maintenance (periodic) schedule. (Laborers and Senior Janitors are cautioned not to touch certain high-powered lights.) This work will involve 10-foot ladder and 12-foot ceiling. Electrician will change certain higher lights; e.g., in ceiling of new Key Arena. The Electrician may do some of the changing of light bulbs, but will mostly direct the work (which does not require that the Electrician be physically present at all times) and do the journey-level tasks of installing/wiring/rewiring of lighting fixtures or ballast in the fixtures. Because the Electrician performs the journey-level work, work out-of-class pay for Laborers or Senior Janitors will not be applicable on changing of light bulbs.
- J.4.8 At the Seattle Center, the City shall provide uniforms on a reasonable basis whenever employees are required by the City to wear uniforms.
- J.4.9 The compensatory time limit for employees covered by this Section is forty (40) hours per year. Accrual of such leave time will be through mutual agreement of

the employee and supervisor or manager. Lacking such concurrence, the overtime will be paid at the appropriate rate. After an employee has reached the maximum amount of forty (40) hours' compensatory time, any overtime worked (except Holidays) will be paid at the appropriate rate of pay. Further compensatory accrual time will not be an option.

J.4.10 There shall be a minimum call for meetings for training or for all staff meetings of two (2) hours at straight-time rate of pay for temporary employees. This call shall be voluntary for temporary employees. If training or staff meetings last longer than two (2) hours, all hours shall be paid at the straight-time rate of pay. When the above language pertains to regular employees, Article 5, Section 5.2, 5.2.1, 5.2.2, and 5.2.3 shall be in effect (if circumstances are applicable.)

J.4.11 All scheduled overtime work shall be offered to qualified regular employees who have placed their name on an overtime list in the classification before any temporary employees are offered scheduled overtime work.

J.4.12 Effective upon the signature of the Agreement, temporary laborers working at Seattle Center must work a minimum of one (1) shift per month in the Key Arena between the months of October to May inclusive. The parties agree that this arrangement is subject to labor-management review, and if another solution is determined to be necessary during the term of the Agreement, the parties agree to bargain changes to this provision.

Temporary laborers may request in writing that the Division Director allow them to be inactive and unavailable for employment for one (1) period of up to ninety (90) consecutive days annually. The request will be considered and approved or denied based on Seattle Center's anticipated workload.

J.5 Seattle Public Utilities Department Rules - Administrative directions shall be issued by the Seattle Public Utilities Department providing for protective clothing for such employees involved in cleaning deep sand boxes and catch basins when the conditions of employment reasonably require such protective clothing.

J.5.1 The time limit for work out of class shall be extended to a period of eight (8) hours or longer when an individual who is employed at the Cedar River Water Shed works in a training capacity at the higher classification of Operator, Construction and Maintenance Equipment.

J.5.2 Effective January 1, 2015, Drainage and Wastewater Collection Lead Worker, Drainage and Wastewater Collection Worker, and Drainage and Wastewater Collection Worker Apprentice personnel who are required to work in live sewers four (4) feet deep or more, to repair sewer breaks or perform side sewer connections, shall receive fifty cents (50¢) per hour in addition to their regular hourly rate of pay while so engaged.

J.5.3 Employees working in "live sewers" shall be supplied a "dry shack" for non-mobile crews for the purpose of washing up and eating their meals. An adequate number of coveralls shall be furnished to each such employee per week.

J.6 City Light Department Rules - City Light employees covered by this Appendix who are required by City Light to do temporary work at a location outside of the area surrounding their normal headquarters, and at a distance too far for commuting, shall receive adequate board and lodging while so assigned. Said employees when so assigned shall receive additional compensation at the straight-time rate of pay for each night of required absence from their regular place of employment, provided such additional compensation shall not be paid to any employee whose assigned duties regularly include travel to and performance of work at locations other than their regular place of employment without specific assignment by a supervisor.

J.6.1 Laborers who are employed at City Light and who are called out on an emergency along with the City Light underground crew shall receive the same mileage reimbursement as the underground crew when using their own automobiles.

J.6.2 Laborers for all hours worked when assigned to the Right-of-Way crew at the Skagit project will be paid at the Utility Laborer rate of pay.

J.6.3 Effective January 6, 1999, there will be four (4) pairs of leather-palmed, canvas-backed work gloves to each employee in Civil Construction (unit) on a quartermaster type of basis (one every three, months to be issued by management to employees active on payroll at the time and not issued through the Tool Room.) This provision shall be extended to include all employees covered by this Appendix who are active on payroll in the Right-of Way Maintenance and Vegetation Management Crews. Temporary employees shall be allowed one pair of gloves per each three-month period of active employment.

J.7 Seattle Department of Transportation Rules - The Department shall provide coveralls on an as-needed basis for employees covered by this Appendix whose major duties involve working with asphalt emulsions. This provision shall apply to the Crack Pouring Crew, Casting Crew and Patching Crew.

J.8 Parks & Recreation Department Rules - Employees covered by this Appendix employed by the Parks and Recreation Department at the Jackson, Jefferson and/or West Seattle Golf Courses shall forego the first four (4) hour rest break of their eight (8) hour workday (consisting of fifteen [15] minutes) and combine it with the second four (4) hour rest break of their eight (8) hour workday (also consisting of fifteen [15] minutes) to make a total of one thirty (30) minute rest break for the entire eight (8) hour workday, to be taken during the second half of the eight (8) hour workday.

J.8.1 Employees covered by this Appendix employed by the Parks and Recreation Department at Community Pools as Pool Maintenance Lead Workers and Pool

Maintenance Workers shall forego the second fifteen (15) minute break of the day and combine it with their lunch break of thirty (30) minutes for a total lunch break of forty-five (45) minutes.

J.8.2 A Laborer; Utility Laborer; or Maintenance Laborer when assigned to operate and use for loading and hauling a Parks Department tractor equivalent to a Kubota rotary with bucket (Equipment #8142) or a golf course tractor with a front-end loader attached and a bucket capacity of one-fourth ($\frac{1}{4}$) yard or larger shall, while so assigned, be compensated on a work-outside-of-classification basis per Section 5.9 at a rate equivalent to the classification of Parks Equipment Operator. (This Section does not apply to the golf courses.) The Union and the Parks and Recreation Department will meet and discuss updating the equipment used for upgrades to classification of Parks Equipment Operator within ninety (90) days of signing of the Agreement and semi-annually at the Union's request.

J.8.3 Coveralls shall be furnished to employees assigned to work as Construction and Maintenance Equipment Operators in the Parks & Recreation Department. Parks and Recreation Department's Downtown Park Resources crews wear uniforms so the public can identify them. Each employee will be allowed: eleven (11) pants, eleven (11) shirts, two (2) pairs of coveralls and one (1) medium weight jacket. Uniform cleaning and maintenance will be the responsibility of the Department.

J.8.4 Effective January 06, 1999, regular riding mower operators (Maintenance Laborers) and regular Senior Golf Course Technicians, Special Support Services Crew, and Installation Maintenance Worker in order to protect themselves while performing minor maintenance work, shall be given one pair of coveralls for the duration of the agreement. Replacement of coveralls or laundry service beyond the one pair may be made upon mutual agreement.

J.8.5 Employees at Freeway Park who work at hazardous heights will be given appropriate safety training related to climbing prior to engaging in such work.

J.8.6 In the event that the City maintained Golf Courses (Jackson, Jefferson, West Seattle), should become fully private operations, or should a decision be reached to contract out Golf Course work currently performed by employees covered by this Appendix, the City and the Union shall meet as soon as reasonably possible thereafter, to evaluate employment potential within the City and establish procedures for relocating affected employees.

J.9 Encampment Premium Pay - Effective May 1, 2008, employees, including temporary employees, shall receive a premium pay of ten percent (10%) of their regular hourly wage in addition to their respective regular hourly wage rate for all hours assigned to sort and/or remove materials associated with illegal encampments.

J.9.1 The provisions of J.9 shall apply only when the City in its sole discretion posts an area with a "72-hour Notice and Order to Remove Personal Property," for the

purpose of sorting and/or removing materials associated with an illegal encampment, and subsequently cleans the area. This shall not include postings providing notice that a removal has already occurred.

APPENDIX K

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS, LOCAL NO. 104**

This APPENDIX is supplemental to that Agreement by and between The City of Seattle, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Brotherhood Of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers And Helpers, Local No. 104, hereinafter referred to as the Union, for that period from January 1, 2019 through December 31, 2021. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

K.1 Effective December 26, 2018, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

| <u>CLASSIFICATION</u> | STEP A <u>00-06m</u> | STEP B <u>07 m +</u> |
|---|---------------------------------|---------------------------------|
| Bridge Maintenance, Mechanical Helper | 26.68 | 27.59 |
| Fabricator, Metal | 36.84 | 37.75 |
| Crew Chief, Metal Fabricator | 38.52 | 40.10 |
| Crew Chief, Bridge Maintenance Mechanic | 39.42 | 41.11 |
| Mechanic, Bridge Maintenance..... | 37.72 | 38.71 |
| Mechanic, Senior Bridge Maintenance | 38.52 | 40.10 |
| Riser Maintenance Specialist..... | 34.88 | 36.24 |

K..1.1 Effective December 25, 2019, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

| <u>CLASSIFICATION</u> | STEP A <u>00-06m</u> | STEP B <u>07 m +</u> |
|---|---------------------------------|---------------------------------|
| Bridge Maintenance, Mechanical Helper | 27.64 | 28.58 |

| | | |
|---|-------|-------|
| Fabricator, Metal..... | 38.17 | 39.11 |
| Crew Chief, Metal Fabricator | 39.91 | 41.54 |
| Crew Chief, Bridge Maintenance Mechanic | 40.84 | 42.59 |
| Mechanic, Bridge Maintenance..... | 39.08 | 40.10 |
| Mechanic, Senior Bridge Maintenance | 39.91 | 41.54 |
| Riser Maintenance Specialist..... | 36.14 | 37.54 |

K.1.2 Effective January 6, 2021, base wage rates will be increased by 1% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%.

K.1.3 Assignment of the appropriate Hourly Rates of Pay (Pay Steps) for regular employees shall be made in accordance with the pertinent provisions of Article 4.

K.2 Effective upon signature of the Agreement, the footwear and gear reimbursement will be per contract year as provided below and will be administered in accordance with Section 14.11. Gear does not include articles of clothing already being issued.

A. Effective January 1, 2019, the reimbursement shall be a maximum of one hundred forty-four dollars (\$144.00).

B. Effective January 1, 2020, the reimbursement shall be a maximum of one hundred seventy-five dollars (\$175.00).

C. Effective January 1, 2021, the reimbursement shall be a maximum of two hundred dollars (\$200.00).

K.3 The City shall reimburse Boilermakers for the loss of required hand tools due to fire, any other natural disaster, or theft from the City's premises, less twenty-five dollars (\$25.00) on each loss. Claims shall be honored only for tools which have been listed on an appropriate inventory form and filed with the City. Employees shall notify management whenever they remove their tools from the City's premises.

K.4 When the City needs additional temporary employees, it reserves the right to hire from its own recruiting sources. Generally, however, this practice shall include a call to the Union. When the City hires employees from its own recruiting sources, the City shall notify the Union, via mail or fax, as to the name, address, social security number, date of hire, classification, department employed within, and

rate of pay of such employee. The notification shall be mailed within ten (10) business days from the time such person was hired. (Above notification applicable only for service fee/dues obligation.)

- K.5 An apprenticeship program may be established by mutual consent of the parties with apprenticeship wages beginning at eighty percent (80%) of entry rate of pay of the journey-level title.
- K.6 The City will supply one pair of coveralls per contract period (life of agreement) to each employee covered by this appendix, however, will not maintain, clean, repair or replace said coveralls.
- K.7 Crew Chiefs may perform the work normally performed by the crews they supervise. Crew Chiefs will not replace regular or temporary employees.
- K.9 The City shall provide appropriate training on equipment before an employee can operate the piece of equipment.
- K.10 The City shall pay the cost of renewal, of an employee's yearly WABO Welding Certification, if an employee performs any work for the City that requires a WABO Certification.
- K.11 During the term of this Agreement, the City and the Seattle Department of Transportation agree to meet upon request of the Union to discuss the Bridge Maintenance Mechanics class series including topics such as additional classifications, career advancement, required licensure and certifications, and program requirements.

APPENDIX L

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 286

This APPENDIX is supplemental to that AGREEMENT by and between The City of Seattle, Washington, hereinafter referred to as the City, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Union of Operating Engineers, Local 286, hereinafter referred to as the Union, for that period from January 1, 2019 through December 31, 2021. This APPENDIX shall apply exclusively to those classifications identified and set forth herein.

L.1 Effective December 26, 2018, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

| <u>CLASSIFICATION</u> | <u>STEP A</u> <u>00-06m</u> | <u>STEP B</u> <u>07-18m</u> | <u>STEP C</u> <u>19-30m</u> | <u>STEP D</u> <u>31-42m</u> | <u>STEP E</u> <u>43 m +</u> |
|--|--|--|--|--|--|
| Building Operating Engineer | 34.65 | 35.97 | 37.41 | 37.41 | 37.41 |
| Building Operating Engineer, Senior... | 37.74 | 39.26 | 39.26 | 39.26 | 39.26 |
| Building Operating Engineer, Trainee . | 27.10 | 28.07 | 29.24 | 30.35 | 31.51 |
| HVAC Technician..... | 36.82 | 38.32 | 39.82 | 39.82 | 39.82 |
| HVAC Technician/SC..... | 40.50 | 42.15 | 43.82 | 43.82 | 43.82 |

L1.1 Effective December 25, 2019, the classifications and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

HOURLY RATES OF PAY

| <u>CLASSIFICATION</u> | <u>STEP A</u> <u>00-06m</u> | <u>STEP B</u> <u>07-18m</u> | <u>STEP C</u> <u>19-30m</u> | <u>STEP D</u> <u>31-42m</u> | <u>STEP E</u> <u>43 m +</u> |
|--|--|--|--|--|--|
| Building Operating Engineer | 35.90 | 37.26 | 38.76 | 38.76 | 38.76 |
| Building Operating Engineer, Senior... | 39.10 | 40.67 | 40.67 | 40.67 | 40.67 |
| Building Operating Engineer, Trainee . | 28.08 | 29.08 | 30.29 | 31.44 | 32.64 |
| HVAC Technician..... | 38.15 | 39.70 | 41.25 | 41.25 | 41.25 |
| HVAC Technician/SC..... | 41.96 | 43.67 | 45.40 | 45.40 | 45.40 |

- L.1.2 Effective January 6, 2021, base wage rates will be increased by 1% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%.
- L.1.2 Effective April 8, 2015, employees at Seattle Center in the Heating, Ventilation, and Air Conditioning Technician (HVAC Tech) classification and in Building Operating Engineer classifications except Trainee, who are required to obtain a Grade II or above Steam Engineer's license shall receive a premium pay of ten percent (10%) of their regular hourly wage in addition to their respective regular hourly wage while required to be so licensed. Employees not required or no longer required to be licensed shall not be eligible for the premium pay.
- L.2 One Utility Engineer position in each respective department that has Building Operating Engineer(s) may be optionally used to perform sub-journey level duties at a wage rate negotiated with the Union below the journey-level Building Operating Engineer wage rate. The class spec defining the body of work will be developed by the City and discussed with the Union before the hiring of Utility Engineer(s).
- L.3 In accordance with the Union's concurrence on March 12, 1987, with the conditions under which the City recognized the Union as exclusive collective bargaining representative for the classification title of Building Operating Engineer Trainee, assignment of the appropriate Hourly Rates of Pay (Pay Steps) for employees classified as Building Operating Engineer Trainee shall be dependent upon the Trainee having made sufficient progress in the training. The determination for advancement of the Trainee to each successive step of the five-step pay range shall be made by management in the employee's department.
- L.4 The Crew Chief whose position is not represented, or part of the bargaining unit may do bargaining unit work performed by the crews that they supervise. As such, the Crew Chief may use tools of the trade when reasonable and/or necessary as determined by the job assignment. The Crew Chief will be responsible for assigning any crew work that the Crew Chief might perform. The Crew Chief will not replace an employee or a working lead person by working overtime except when the occurrence is unscheduled. The Crew Chief will perform such bargaining unit work no more than twenty-five percent (25%) of the time per month.
- L.5 Instead of the Union pursuing any wage equity adjustments before the Wage Equity Panel under the Coordinated (Coalition) settlement, the Union has agreed that beginning January 6, 1999, the City will reimburse bargaining unit employees (including temporary employees effective upon the signature date of the 2002-2004 agreement if they have worked as long-term temporary employees at least 1,044 consecutive hours) annually for licenses renewals required by the City, in accordance with state or local statutes. Such licenses

may include: City of Seattle Boiler License, City of Seattle Refrigeration Operator's License, City of Seattle Refrigeration Mechanics License, City of Seattle Backflow Prevention License, CFC Certification (one-time cost), other relevant licenses (i.e., Emergency Power Supply Certificate, De-smoking Certification).

L.6 Effective January 1, 2019, the footwear reimbursement in Section 14.11 for this bargaining unit shall be increased thirty-four dollars (\$34.00) per year.

L.6.1 Effective January 1, 2020, the footwear reimbursement for this bargaining unit shall be a maximum of one hundred seventy-five dollars \$175.00.

L.6.2 Effective January 1, 2021, the footwear reimbursement for this bargaining unit shall be a maximum of maximum two hundred dollars \$200.00

L.7 When an employee works on the interior of boilers (firesiding) for purposes of repair or cleaning, said employee shall be compensated at two (2) times their regular straight-time hourly rate of pay for each hour so worked. Said compensation at the discretion of the City may be paid in the form of pay or compensatory time. For example, an employee who has worked four (4) consecutive hours under such conditions could receive the equivalent of eight (8) hours' straight-time pay and be directed to take the last four (4) hours of that shift off, or the employee could be required to work the remaining four (4) hours of their shift at either the straight-time (1x) rate of pay at non-firesiding duties, or the double time (2x) rate for continued "firesiding" work, and thus receive the equivalent of either twelve (12) hours' or sixteen (16) hours' straight-time pay, respectively, depending upon the circumstances, for that eight (8) hour work period.

L.8 When HVAC Technicians are employed at the Seattle Center they shall, among other licenses required, be required to obtain and/or maintain a Grade II Boiler License (such as BOE Grade II employees maintained).

APPENDIX M

Janus Memorandum of Understanding (MOU)

The following MOU attached hereto as Appendix M and signed by the City of Seattle and the Coalition of City Unions (“Parties”), is adopted and incorporated as an Appendix to this Agreement to address certain matters with respect to membership and payroll deductions after the U.S. Supreme Court’s decision in Janus v. AFSCME. The Agreement is specific and limited to the content contained within it. Nothing in the MOU is intended, nor do the Parties intend, for the MOU to change the ability to file a grievance on any matter of dispute which may arise over the interpretation or application of the collective bargaining agreement itself. Specifically, nothing in the MOU is it intended to prevent the filing of a grievance to enforce any provision of the Union Engagement and Payroll Deductions Article 3. Any limitations on filing a grievance that are set forth in the MOU are limited to actions that may be taken with respect to the enforcement of the MOU itself, and limited specifically to Section B of the MOU.

MEMORANDUM OF UNDERSTANDING
By and Between THE CITY OF SEATTLE
and
COALITION OF CITY UNIONS
(Amending certain collective bargaining agreements)

Certain Unions representing employees at the City of Seattle have formed a coalition (herein referred to as “Coalition of City Unions”) to collectively negotiate the impacts of the Janus v. AFSCME Supreme Court decision and other conditions of employment with the City of Seattle (herein referred to as “City;” together the City and this Coalition of City Unions shall be referred to as “the Parties”); and,

This Coalition of City Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104; the International Union of Painters and Allied Trades District Council #5; the Inland Boatmen’s Union of the Pacific; Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 117; the International Brotherhood of Electrical Workers, Local 46; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32; the International Brotherhood of Teamsters, Local 763; the International Union of Operating Engineers, Local 286; the UNITE Hotel Employees & Restaurant Employees, Local 8; the Public Service & Industrial Employees, Local 1239; the Washington State Council of County and City Employees, Local 21; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 15; the Sheet Metal Workers International Association, Local 66; the Seattle Municipal Court Marshals’ Guild; the Pacific Northwest Regional Council of Carpenters; the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289; the Seattle Parking

Enforcement Officers Guild; the Seattle Police Dispatchers' Guild; the Seattle Police Management Association; and the Seattle Police Officers' Guild.

Background

In June of 2018, the United States Supreme Court issued the Janus v. AFSCME decision. In response to this change in circumstances, this Coalition of City Unions issued demands to bargain regarding the impacts and effects of the Janus v. AFSCME Supreme Court decision.

Included in the Parties collective bargaining agreements is a subordination of agreement clause that in summary states, "It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail."

The parties have agreed to engage in negotiations over the impacts and effects of this change in circumstances to reflect compliance with the Janus v. AFSCME Supreme Court decision.

Agreements

Section A. Amended Union Dues and Membership Language

The Parties agree to amend and modify each of the Parties' collective bargaining agreements as follows:

Article X - Union Engagement and Payroll Deductions

The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. The performance of this function is recognized as a service to the Union by the City and The City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit. The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.

The City will require all new employees to attend a New Employee Orientation (NEO)

within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employee's: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

Section B. Agreement on Impacts of the Janus v. AFSCME Supreme Court decision.

The Parties further agree:

1. Member Training: During each year of this agreement a Union's principal officer may request that Union members be provided with at least eight (8) hours or one (1) day, whichever is greater, of paid release time to participate in member training programs sponsored by the Union. The Parties further agree that the release of employees shall be three (3) employee representatives per each Union in an individual Department; or two percent (2%) of a single Union's membership per each department, to be calculated as a maximum of two percent (2%) of an individual Union's membership in that single department (not citywide), whichever is greater. The approval of such release time shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the City will take into consideration the operational needs of each Department. At its sole discretion, the City may approve paid release time for additional employee representatives from each Department on a case-by-case basis.
2. The Unions shall submit to the Office of Labor Relations and the Department as far in advance as possible, but at least fourteen (14) calendar days in advance, the names of those members who will be attending each training course. Time off for those purposes shall be approved in advance by the employee's supervisor.

3. New Employees: The City shall work with the Seattle Department of Technology to develop an automated system to provide the Union with the following information within ten (10) working days after a new employee's first day of work: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate, FTE status. Until the process has been automated the departments may provide the Union notice at the same time the department notifies SDHR benefits, by sending an email to the Union providing the notice of hire. Upon automation departments may elect to not provide notice to the Unions and official notice will only be given by SDHR. The Parties agree to continue to work with departments to provide notice of new hires to the Union no later than 10 working days from the employee first day of work.
4. This agreement is specific and limited to the referenced demand to bargain and the associated negotiations related to the impacts regarding the Janus v. AFSCME decision and sets no precedent or practice by the City and cannot be used or introduced in any forum or proceeding as evidence of a precedent or a practice.
5. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during the Coalition labor management meetings and shall not be subject to the grievance procedure set forth in the Parties' collective bargaining agreements.
6. The provisions contained in "Section B" of this MOU will be reviewed when the current collective bargaining agreements expire. The Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.
7. This Parties signatory to this MOU concur that the City has fulfilled its bargaining obligations regarding the demand to bargain filed as a result of the Janus v. AFSCME Supreme Court decision.

FOR THE CITY OF SEATTLE:

Jenny A. Durkan,
Mayor

~~Susan McNab~~, Bobby Humes
Interim Seattle Human Resources Director



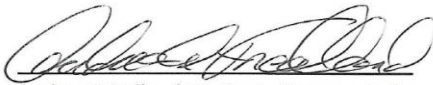
Laura A. Southard,
Deputy Director/Interim Labor Relations Director

SIGNATORY UNIONS:

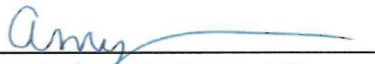


Elizabeth Rockett, Field Representative
IU Painters and Allied Trades,
District Council #5

Natalie Kelly, Business Representative
HERE, Local 8




Andrea Friedland, Business Representative
IATSE, Local 15

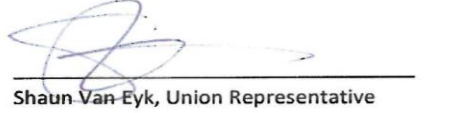


Amy Bowles, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support


Coalition of City Unions
Memorandum of Understanding




Ray Sugarman, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support



Shaun Van Eyk, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors



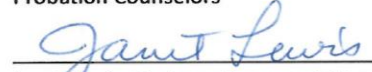
Mark Watson, Union Representative
WSCCE, Council 2, Local 21, 21C, 21Z, 2083
& Local 21-PA Assistant



Steven Pray, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors



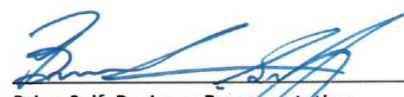
Kurt Swanson, Business Representative
UA Plumbers and Pipefitters Local 32



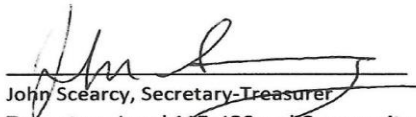
Janet Lewis, Business Representative
IBEW, Local 46




Kal Rohde, Business Representative
Sheet Metal Workers, Local 66



Brian Self, Business Representative
Boilermakers Union, Local 104



John Scearcy, Secretary-Treasurer
Teamsters, Local 117; JCC and Community
Service Officers & Evidence Warehouse



Mike Bolling, Business Representative
IU Operating Engineers, Local 286

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79



Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security
Officers (JCC); Local 1239 Recreation Unit



Dave Quinn, Business Representative
Pacific Northwest Regional Council of
Carpenters



Michael Cunningham, President
Seattle Police Dispatchers' Guild

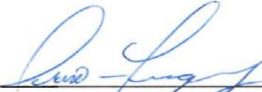


Scott Bachler, President
Seattle Police Management Association

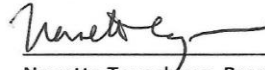


Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC


Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific



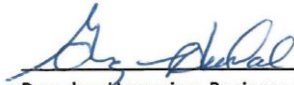
Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600

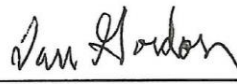


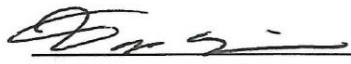
Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers'
Guild




Kevin Stuckey, President
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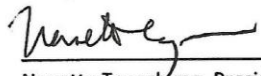

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Teamsters, Local 763; JCC

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Inland Boatmen's Union of the Pacific

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