



# SEATTLE CITY COUNCIL

## Legislative Summary

CB 119553

**Record No.:** CB 119553

**Type:** Ordinance (Ord)

**Status:** Passed

**Version:** 1

**Ord. no:** Ord 125857

**In Control:** City Clerk

**File Created:** 05/14/2019

**Final Action:** 07/09/2019

**Title:** AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the International Brotherhood of Electrical Workers Local Union No. 77 Power Marketers Unit to be effective January 1, 2017 to December 31, 2020; and ratifying and confirming certain prior acts.

	<u>Date</u>
<b>Notes:</b>	<b>Filed with City Clerk:</b>
	<b>Mayor's Signature:</b>
<b>Sponsors:</b> Harrell	<b>Vetoed by Mayor:</b>
	<b>Veto Overridden:</b>
	<b>Veto Sustained:</b>
<b>Attachments:</b> Att 1 - Power Marketers Agreement	
<b>Drafter:</b> sarah.butler@seattle.gov	

**Filing Requirements/Dept Action:**

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

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	06/11/2019	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	06/11/2019	sent for review	Council President's Office			
	<b>Action Text:</b> The Council Bill (CB) was sent for review. to the Council President's Office						
1	Council President's Office	06/21/2019	sent for review	City Council			
	<b>Action Text:</b> The Council Bill (CB) was sent for review. to the City Council						
1	City Council	06/24/2019	referred	City Council			
	<b>Action Text:</b> The Council Bill (CB) was referred. to the City Council						
1	City Council	07/01/2019	passed				Pass
	<b>Action Text:</b> The Motion carried, the Council Bill (CB) passed by the following vote, and the President signed the Bill:						
	<b>Notes:</b> Motion was made and duly seconded to pass Council Bill 119553.						

In Favor: 8 Councilmember Bagshaw, Councilmember González , Councilmember Herbold, Councilmember Juarez, Councilmember Mosqueda, Councilmember O'Brien, Councilmember Pacheco, Councilmember Sawant

Opposed: 0

1	City Clerk	07/05/2019	submitted for Mayor's signature	Mayor
1	Mayor	07/09/2019	Signed	
1	Mayor	07/09/2019	returned	City Clerk
1	City Clerk	07/09/2019	attested by City Clerk	

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

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CITY OF SEATTLE

ORDINANCE 125857

COUNCIL BILL 119553

AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the International Brotherhood of Electrical Workers Local Union No. 77 Power Marketers Unit to be effective January 1, 2017 to December 31, 2020; and ratifying and confirming certain prior acts.

WHEREAS, the International Brotherhood of Electrical Workers Local No. 77 was certified as the exclusive bargaining representative for employees in the job title Power Marketer at Seattle City Light in 2016; and

WHEREAS, collective bargaining has led to an agreement concerning wages, benefits, and other conditions of employment between the City and the International Brotherhood of Electrical Workers Local Union No. 77 Power Marketers Unit; NOW, THEREFORE,

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of The City of Seattle (City) to execute a collective bargaining agreement between the City and the International Brotherhood of Electrical Workers Local No. 77 Power Marketers Unit, substantially in the form attached to this ordinance as Attachment 1 and identified as "Agreement By and Between The City of Seattle and the International Brotherhood of Electrical Workers Local Union No. 77 Power Marketers Unit."

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

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

4 Passed by the City Council the 1<sup>st</sup> day of July, 2019,  
5 and signed by me in open session in authentication of its passage this 1<sup>st</sup> day of  
6 July, 2019.

7 \_\_\_\_\_  
8 President Pro Tem of the City Council

9 Approved by me this 9<sup>th</sup> day of July, 2019.

10 \_\_\_\_\_  
11 Jenny A. Durkan, Mayor

12 Filed by me this 9<sup>th</sup> day of JULY, 2019.

13 \_\_\_\_\_  
14 Monica Martinez Simmons, City Clerk

15 (Seal)

16 Attachments:

17 Attachment 1 – Agreement By and Between The City of Seattle and the International  
18 Brotherhood of Electrical Workers Local Union No. 77 Power Marketers Unit  
19

**AGREEMENT**

**By and Between**

**The CITY OF SEATTLE**

**and**

**The INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNION No. 77  
POWER MARKETERS UNIT**

Effective January 1, 2017 through December 31, 2020

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**PREAMBLE**

This Agreement is made and entered into by and between the City of Seattle (hereinafter called the City) and the International Brotherhood of Electrical Workers Local Union No. 77, (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the Union has been recognized as the exclusive collective bargaining representative.

**ARTICLE 1 – NONDISCRIMINATION AND WORKFORCE DIVERSITY STATEMENT**

- 1.1 The City and the Union will not discriminate against, or favor, any employee by reason of race, color, sex, marital status, sexual orientation, gender identity, genetic information, political ideology, age, creed, religion, ancestry, national origin, honorably discharged veteran or military status, Union activities, or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification reasonably necessary to the normal operations of the City.
- 1.2 Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender.
- 1.3 The City and the Union share a commitment to attracting and retaining a workforce that reflects the diversity of our community. We believe that diversity makes us stronger and furthers the City of Seattle’s commitment to Workforce Equity. We will continue to partner with one another in development of initiatives and recruitments that further this commitment.



**ARTICLE 2 – RECOGNITION**

2.1 The City hereby recognizes the Union as the exclusive collective bargaining representative of all regular full-time and regular part time Power Marketers employed by Seattle City Light, excluding managers, strategic advisors, supervisors, confidential employees, and all other employees. The duties performed by the Power Marketers include the buying and selling of short and long-term excess hydroelectric power generation capacity, energy, and transmission paths. These duties fall within the sole jurisdiction of the Power Marketers, and if such duties are assigned to a different or new classification due to future automation and technologies, the Union will continue to be recognized as the exclusive bargaining representative for those duties.

### ARTICLE 3 – UNION MEMBERSHIP AND DUES

- 3.1 Each employee within the Bargaining Unit may make application to become a member of the Union within thirty (30) days following the date of employment within the unit, and all other employees within the Bargaining Unit who have voluntarily become members of the Union may maintain such membership.
- 3.2 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employees shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Union by the City. The Union agrees to indemnify and save harmless the City 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.
- 3.3 The City will offer 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 unit. The City will offer the Union at least thirty (30) minutes to meet with such individuals during the employee's normal working hours and at his or her usual worksite or a mutually agreed upon location. The City's agreement to offer the Union this access is also satisfied by offering the Union to meet with new bargaining unit members during New Employee Orientation (NEO). At least five (5) working days before the date of a NEO, the Union shall be provided the names of their bargaining unit members attending NEO.
- 3.4 Issues arising over the interpretation, application, or enforceability of the provisions of this article shall not be subject to the grievance and arbitration procedure set forth in Article 6 of this collective bargaining agreement.
- 3.5 The City and Union agree to continue negotiations regarding the impacts of the *Janus v. AFSCME* Supreme Court decision, and other conditions of employment with the City of Seattle, as it relates to Union Membership and Dues Deduction. The City tentatively agrees to this contract proposal in whole, however the matters listed herein must be resolved through negotiations prior to legislation of this agreement with the Labor Relations Policy Committee/City Council.

**ARTICLE 4 – RIGHTS OF MANAGEMENT**

- 4.1 The right to hire, determine qualifications, promote, discipline and/or discharge employees, improve efficiency, determine work schedules and location of Department headquarters are examples of management prerogatives. It is understood that the City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.
- 4.2 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 or diminish the size of the workforce, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods, technology or equipment, the assignment of employees to specific jobs within the bargaining unit, the right to temporarily assign employees to specific jobs or positions outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.
- 4.3 The Union recognizes the City’s right to establish and/or revise performance evaluation systems. Such systems may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees. In establishing new and/or revising existing performance evaluation systems, the City shall meet prior to implementation with the Labor Management Committee to jointly discuss such performance standards. The City agrees that performance standards shall be reasonable.
- 4.4 The City and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to management.

## ARTICLE 5 – LABOR–MANAGEMENT COMMITTEE

- 5.1 It is the purpose and intent of the Joint Labor/Management Committee to disclose, investigate, study, and develop proposed solutions to issues and interests affecting labor and/or management. The following represents the consensus of labor and management to enable the Joint Labor/Management Committee process to work, recognizing the interest and concerns of the parties.
- 5.2 During the term of the Collective Bargaining Agreement, both parties are mutually bound to use the Joint Labor/Management Committee process to disclose and address issues which either party recognizes as affecting wages, hours, and working conditions, and to complete Joint Labor/Management Committee process before pursuing other statutory or contractual options.
- 5.3 Regular meetings to be scheduled on a Quarterly basis, between the hours of 9 a.m. to 4 p.m., at a location mutually agreed to by the Committee. Interim meetings or sub-committee meetings may be held as mutually agreed to by the Committee.
- 5.4 Summary minutes shall be taken during each meeting and shall consist of the topics discussed and the disposition of each. The minutes shall be prepared by management in electronic format the distributed electronically via e-mail prior to the next regularly scheduled meeting for approval by the Committee at the following meeting.
- 5.5 Resources necessary to prepare and distribute an agenda one week in advance of each regular meeting shall be provided by the Seattle City Light Chief Administrative Services Officer (or designee).
- 5.6 The findings, recommendations, and conclusions of the Labor/Management Committee will be set forth in writing for each issue.
- 5.7 Emergency meetings of the Labor/Management Committee may be scheduled at the request of either party.

## ARTICLE 6 – GRIEVANCE PROCEDURE

- 6.1 Recognizing that the terms of the Agreement may be subject to different interpretations, both the Department and the Union should have recourse to an orderly means of resolving grievances. The following outline of procedure by which grievances shall be processed is written as for a grievance of the Union against the Department, but it is understood that the steps are similar for a grievance of the Department against the Union.
- 6.2 A grievance is defined as any dispute between the parties and/or any employees concerning the interpretation, application, claim of breach or violation of the terms and conditions addressed in this Agreement.
- 6.3 Step 1: The grievance shall be presented by the union Steward to the employee's immediate supervisor within 15 working days of the Stewards knowledge of the grievable incident has allegedly occurred.
- 6.4 Step 2: If the Business Manager of the Union decides that the grievance should be forwarded to the Department Human Resources Officer, the grievance shall be submitted in writing, with a copy to the City Director of Labor Relations, within fifteen (15) working days after the discussion in Step 1. The grievance should set forth the following:
- a) A statement of the nature of the grievance and the facts upon which it is based.
  - b) The remedy or correction desired.
  - c) The Section or Sections of the Agreement relied upon as being applicable thereto.
- The Department and the Union shall schedule a meeting to discuss the grievance within ten (10) working days of the grievance being filed. After such meeting, the Department has fifteen (15) working days to reply in writing.
- 6.5 Step 3: If no settlement is arrived at in Step 2, the grievance shall be submitted in writing within fifteen (15) working days after the Step 2 answer, to the City Director of Labor Relations (or designee), who shall endeavor to settle the grievance within fifteen (15) working days.
- 6.6 Step 4: If the difference or complaint is not settled in Step 3, it may be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration will be made within thirty (30) calendar days after receipt of the Step 3 response and will be accompanied by the

following information: 1. Question or questions at issue. 2. Statement of facts. 3. Position of employee or employees. 4. Remedy sought.

6.7 The parties agree to abide by the award made in connection with any arbitral difference.

6.8 Arbitration awards or grievance settlements shall not be retroactive beyond the date of occurrence or non-occurrence upon which the grievance is based.

**ARTICLE 7 – PERFORMANCE MANAGEMENT**

- 7.1 The department may provide oral or written performance expectations to employees at any time.
- 7.2 If determined by the appointing authority, employees who failed to comply with performance expectations may be discharged from employment. A memorandum regarding an employee’s failure to comply with established expectations may be provided to an employee in lieu of discharge for an initial failure.
- 7.3 If an employee is discharged from employment they will be provided with an opportunity to have a name-clearing hearing. The employee will meet with the appointing authority and may submit any information the employee deems relevant for consideration at the name-clearing hearing.
- 7.4 If an employee is required to attend a meeting the employee reasonably believes could lead to discharge from employment, the employee shall have the right to be accompanied by a representative of the Union. If an employee desires representation for such a meeting, the employee must notify the department within a reasonable period of time. The employee will be allowed reasonable time to secure representation.
- 7.5 The right to representation shall not extend to discussions with an employee in the normal course of business, such as giving instructions, assigning, or evaluating work; informal discussions; delivery of paperwork’ staff or work unit meetings; or other routine communications with an employee.
- 7.6 Nothing in this Agreement is intended to limit or modify an employee’s status as an at-will civil service exempt employee.

## ARTICLE 8 – UNION REPRESENTATIVES

- 8.1 The authorized representatives of the Union signatory to this Agreement shall be allowed admission at any reasonable time to the employees' worksites for the purpose of conducting investigations into matters relating to this Agreement and will first make their presence known to the management.
- 8.2 Employees elected or appointed to office with IBEW Local 77 which requires a part or all of their time shall submit a request for leave to their respective appointing authority. The terms and conditions of such leave shall be subject to agreement by the appointing authority, the employee and/or the Union. Such terms may not conflict with City policy or ordinance.
- 8.3 The Business Manager and/or Representatives shall have the right to appoint a Steward at any location where employees are working under the terms of this Agreement. Immediately after appointment, the City shall be furnished with the names of Stewards so appointed. The Steward shall see that the provisions of this Agreement are observed, and shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall not include processing grievances at Step 4 of the grievance procedure set forth in Article 6 of this Agreement. Shop stewards will not countermand legal and ethical orders of or directions from City officials or change working conditions. The City will not dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to alleged violation of any provision of the Agreement.
- 8.4 The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining unit. However, such space shall not be used for notices that are political in nature. All material posted shall be the responsibility of the shop steward(s) assigned to the worksite, and shall be clearly identified as IBEW Local 77 material. A copy of all material to be posted will be provided to the appropriate departmental Labor Relations Officer or other designated representative prior to posting.



**ARTICLE 9 – WORK STOPPAGE**

- 9.1 The public interest in the efficient and uninterrupted performance of all City Services being paramount, the City and the Union to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone, and employees covered by this Agreement shall not cause or engage in, any work stoppage, strike, slowdown, or other interference with City functions during the term of this agreement.
- 9.2 The Union, and its officers and representatives shall, in good faith, use every reasonable effort to terminate such unauthorized action.

**ARTICLE 10 – SAFETY STANDARDS**

- 10.1 Employees shall perform their work in a competent and safe manner, and in accordance with the State of Washington Safety Codes, where applicable. Where higher standards are specified by the City than called for by state codes, City standards shall prevail.
- 10.2 The City shall provide safe working conditions in accordance with W.I.S.H.A. and O.S.H.A standards.
- 10.3 The employee has the duty and privilege of immediately reporting unsafe working conditions to their supervisor. The City recognizes that employees also have the right, in compliance with State and/or Federal laws, to report unsafe working conditions directly to the Washington State Department of Labor and Industries.
- 10.4 Each union member who is appointed as a floor warden or member of a Safety Committee may be assigned to attend departmental safety meetings and perform related activities pertinent to their work location.

**ARTICLE 11 – HOLIDAYS**

11.1 The following days or days in lieu thereof shall be considered as paid holidays:

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

\*Employees who have either:

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

on or before December 31<sup>st</sup> of the previous year shall receive two (2) additional personal holidays for a total of four (4) personal holidays to be added to their leave balance in the first full pay period in January of each subsequent year.

11.2 An employee must be on pay status on the regularly scheduled workday immediately preceding or immediately following a holiday to be entitled to holiday pay.

11.3 New employees and employees returning from unpaid leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work; provided, that short authorized absences of four (4) days or less shall not be considered in the application of the preceding portion of this Section, and provided further, that no combination of circumstances whereby two (2) holidays are affected by the foregoing provision may result in payment for more than one (1) of such holidays.

11.4 Employees who work less than a full calendar year shall be entitled only to those holidays, Monday to Friday inclusive, which fall within their work period. Employees quitting work or discharged for cause shall not be entitled to pay for holidays following their last day of work.

- 11.5 Holidays falling on Saturday or Sunday shall be recognized and paid on those actual days for employees regularly scheduled to work those days. Payment will be made only once for any holiday. An employee whose normal day off falls on an officially observed holiday shall receive another day off, with pay, during the same workweek in which the holiday occurs. By mutual agreement between Management and the employee, an employee scheduled to work an actual holiday may receive the day of an actual holiday off in lieu of receiving another day off later in the same pay period.
- 11.6 New employees shall be entitled to use the personal holidays as referenced in Section 11.1 of this Article during the calendar year of hire.
- 11.7 Employees may take their personal holidays at any time with supervisory approval.
- 11.8 Personal holidays cannot be carried over from year to year, nor can they be cashed out if not used by the end of the calendar year.

**ARTICLE 12 – VACATION, EXECUTIVE, AND MERIT LEAVE**

- 12.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 12.3 for each hour on regular pay status as shown on the payroll, pro-rated for part-time employees.
- 12.2 "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.
- 12.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

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

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

- 12.5 New employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1,040) hours on regular pay status.
- 12.6 When an employee must cancel a scheduled and approved vacation at the request of management and is not able to reschedule and use vacation prior to attaining his or her maximum allowance, the appointing authority, or his or her designee, may allow the employee to exceed the maximum allowance and continue to accrue vacation for up to three (3) months. If an employee is not approved to take vacation during that three (3)-month period, management will meet with the employee and the Union to discuss options for mitigating any loss of vacation hours due to business needs.
- 12.7 An employee who is receiving disability compensation pursuant to SMC Chapter 4.44 continues to accrue vacation and may exceed his or her maximum allowance until the employee ceases to receive such compensation. If the employee does not return to work when his or her disability compensation eligibility ends, he or she shall run out his or her vacation balance. If the employee returns to regular pay status with a vacation balance that exceeds the maximum allowance, he or she shall have three (3) months from the date of return to reduce the balance, during which time he or she shall continue to accrue vacation.
- 12.8 The minimum vacation allowance to be taken by an employee shall be one (1) hour.
- 12.9 An employee who leaves the City service for any reason after more than six (6) months of service shall be paid in a lump sum for any unused vacation he/she has previously accrued.
- 12.10 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.
- 12.11 Where an employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons, subject to verification by the employee's medical care provider and approval of the appointing authority or his or her designee. Where the terms of this Section are in conflict with Ordinance 116761 (Family and Medical Leave) as it exists or may be hereafter modified, the Ordinance shall apply.
- 12.12 The designated Management representative shall arrange vacation time for employees on such schedules as will least interfere with the functions of the work unit but which accommodate the desires of the employee to the greatest degree feasible.
- 12.13 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.

12.14 Executive Leave

- A. Eligible full-time employees shall receive thirty-two (32) hours of paid executive leave annually. Eligible part-time employees shall receive executive leave proportionate to their part-time status annually. For example, a 75% employee shall receive 75% of thirty-two hours, or twenty-four (24) hours annually.
- B. Executive Leave is prorated for employees who become eligible following the first full pay period in January at the rate of one (1) day of executive leave for each calendar quarter the employee is employed during the first full pay period of the quarter.
- C. Employees must use executive leave in increments of eight (8) hours. Part-time employees must use executive leave in increments equivalent to the length of their normal workday.
- D. Executive leave has no cash value and cannot be cashed out or carried over from year to year.

12.15 Merit Leave

- A. The appointing authority or designee may annually award eligible full-time employees a maximum of forty-eight (48) hours of paid merit leave in recognition of exceptional job performance.
- B. The appointing authority or designee may annually award eligible part-time employees paid merit leave proportionate to their part-time status in recognition of exceptional job performance. For example, a 75% employee may receive up to 75% of forty-eight (48) hours, or thirty-six (36) hours annually.
- C. Employees may be awarded up to forty-eight (48) hours of merit leave regardless of his or her length of service in a given year. Part-time employees may be granted up to their prorated maximum regardless of his or her length of service in a given year.
- D. Merit leave is awarded in December in recognition of the current year's performance. Employees may use the current year's award beginning in January of the year following the year of the award.
- E. Employees must use merit leave in increments of eight (8) hours. Part-time employees must use merit leave in increments equivalent to the length of their normal workday.

- F. Merit leave has no cash value and cannot be cashed out or carried over from year to year.
- G. Employees who have not met performance expectations shall not be eligible for merit leave for the following year.
- H. Merit leave shall be awarded to individual employees in accordance with Appendix A.5 of this agreement.

12.16 Occasional Absences of Less than Four Hours

Eligible salaried employees shall fulfill their professional responsibilities with no expectation of overtime compensation. The appointing authority shall allow them discretion in structuring their workday to ensure that they can fulfill those responsibilities. Eligible salaried employees shall not be required to use their paid leave balances for occasional absences of four hours or less during a work day, and shall be paid their regular salaries despite such absences. Eligible salaried employees shall notify their supervisors in advance of such absences and shall schedule such absences to cause the least impact on their work units. Such absences shall not interfere with the employee's ability to produce his or her expected work outcomes.



### ARTICLE 13 – SICK LEAVE AND INDUSTRIAL INJURY/ILLNESS

- 13.1 Employees accumulate sick leave credit from the date of regular appointment to City service and are eligible to use sick leave for a qualifying reason after thirty (30) calendar days of employment. Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week.
- 13.2 Employees may accumulate sick leave with no maximum balance.
- 13.3 An employee may use accumulated sick leave if he or she must be absent from work because of:
- a) A personal illness, injury or medical disability incapacitating the employee for the performance of his or her job, or personal health care appointments; or
  - b) Care of an employee’s spouse or domestic partner, or the parent, child (as defined by SMC 4.24.005), sibling, dependent or grandparent of such employee or his or her spouse or domestic partner, in instances of an illness, injury, or health care appointment where the absence of the employee from work is required, or when such absence is recommended by a health care provider, and as required by City Ordinance as cited at SMC 4.24.
- 13.4 An employee may use accumulated sick leave in order to provide non-medical care to the newborn child of the employee or his or her spouse or domestic partner. With the appointing authority’s approval, an employee may take sick leave under this Article to supplement a reduced work schedule, provided that the work schedule must be stable and predictable. Sick leave taken for the non-medical care of a newborn child must begin and end by the first anniversary of the child’s birth.
- 13.5 An employee may request use of accumulated sick leave for the non-medical care of a dependent child placed with the employee or his or her spouse or domestic partner for adoption. Sick leave approved for this reason may also be used to cover the employee’s absence(s) to satisfy legal and regulatory requirements prior to and after the placement, and reasonable travel time to claim and return home with the child. With the appointing authority’s approval, an employee may take sick leave under this Article to supplement a reduced work schedule, provided that the work schedule must be stable and predictable. Sick leave taken for the non-medical care of a dependent child must begin and end by the first anniversary of the child’s adoption.
- 13.6 An appointing authority, or designated management representative, may approve sick leave payment for an employee as long as the employee:

- a) Makes prompt notification;
  - b) Claims use of sick leave time using the appropriate method(s);
  - c) Limits claims to the actual amount of time lost due to illness or disability or for the reasons described in Sections 13.3, 13.4 and 13.5;
  - d) Obtains such medical treatment as is necessary to hasten his or her return to work; and
  - e) Provides medical certification of the job-related need for sick leave for absences of more than four (4) days. Medical certification should only include the information that the appointing authority, or designated management representative, needs to authenticate the employee's need for sick leave.
- 13.7 Sick leave pay may be denied, with justification, and/or medical certification may be required, for employees who are absent repeatedly or whose absences precede or follow regular days off or follow some other pattern without reason, or who abuse sick leave, or who obtain, attempt to obtain or use sick leave fraudulently, or whose absences are the result of misconduct during working hours. Abuse of sick leave shall be subject to the provisions of Article 13 of this Agreement.
- 13.8 Employees are not eligible to receive paid sick leave when on leave without pay, when laid off, or otherwise not on regular pay status. If an employee is injured or becomes ill while on paid vacation or compensatory time off, the employee shall provide a statement from his or her health care provider or other acceptable proof of illness or disability for the time involved substantiating the request for sick leave use in lieu of vacation or compensatory time off.
- 13.9 Return-to-Work Verification: An employee returning to work after an absence requiring sick leave may be required to provide certification from his or her health care provider that the employee is able to perform the essential functions of the job with or without accommodation.
- 13.10 An employee who takes sick leave for a family and medical leave-qualifying condition shall comply with the notification, certification and release protocols of the Family and Medical Leave Program. His or her properly certified absence shall be accorded the protections of family and medical leave as long as it is for a condition that qualifies for both family and medical leave and sick leave.

- 13.11 An employee who is re-employed following separation from City employment shall have any unused sick leave balance from his or her prior period of employment restored unless the separation was due to resignation, quit or discharge.
- 13.12 An employee who was eligible for sick leave accumulation and use under this Article prior to appointment to a regular (non-temporary) position not covered under the sick leave plan, shall have his or her former unused sick leave credits restored upon return to a position that is covered under the sick leave plan.
- 13.13 An employee who has been granted a sabbatical leave may elect to take a lump sum cash-out of any or all of his or her unused sick leave balance in excess of two hundred and forty (240) hours at the rate of one (1) hour's pay for every four (4) hours of accumulated and unused sick leave. The employee forfeits all four (4) hours exchanged for each one (1) hour of pay. The employee must exercise this option at the beginning of his or her sabbatical leave.
- 13.14 Sick leave that is cashed out is paid at the rate of pay in effect for the employee's primary job classification or title at the time of the cash-out.
- 13.15 All employees who are included in the City's sick leave plan are eligible to participate as a recipient or donor in the Sick Leave Transfer Program, if the affected employee meets the eligibility conditions specified in Personnel Rule 7.7.5.
- 13.16 An employee may, with supervisory approval, participate as a non-compensated donor in a City-sponsored blood drive without deduction of pay or paid leave. Such participation may not exceed three (3) hours per occurrence for travel, actual donation and reasonable recuperation time. In order to qualify for time off under this Article, the employee must provide his or her name and department to the blood bank representative for verification of his or her participation by the appointing authority.
- 13.17 VEBA Benefit: Upon retirement, thirty-five percent (35%) of an employee's unused sick leave credit accumulation shall be transferred to a VEBA account (as described below) to be used according to Internal Revenue Service (IRS) regulations on the day prior to their retirement. Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary. However, if an employee is eligible for retirement and chooses to vest their funds with the Retirement System at the time they leave City Employment, they will lose all sick leave credit and not be eligible to receive the twenty-five percent (25%) cash out.

Employees who are eligible to retire shall participate in a vote administered by the Union to determine if the Voluntary Employee Benefits Association (VEBA) benefit shall be offered to employees who elect to retire. The VEBA benefit allows employees who

are eligible to retire from City Service to cash out their unused sick leave balance upon retirement and place it in a VEBA account to be used for post-retirement healthcare costs as allowed under IRS regulations.

Eligibility-to-Retire Requirements:

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

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

If the eligible-to-retain members of the bargaining unit vote to accept the VEBA, then all members of the bargaining unit who retire from City service shall either:

- A. Place their sick leave cash out at 35% into their VEBA account, or
- B. Forfeit the sick leave cash out altogether. There is no minimum threshold for the sick leave cash out.

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

If the eligible-to-retain members of the bargaining unit vote to reject the VEBA, all members of the bargaining unit who retire from City service shall be ineligible to place their sick leave cash out into a VEBA account. Instead, these members shall have two choices:

- A. Members can cash out their sick leave balance at 35% and deposit those dollars into their deferred compensation account. The annual limits for the deferred compensation contributions as set by the IRS would apply; or
- B. Members can cash out their sick leave balance at 25% and receive the dollars as cash on their final paycheck.

13.18 Sabbatical Leave and VEBA: Members of a bargaining unit that votes to accept the VEBA **and** who meet the eligible-to-retain 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-retain criteria may cash out their sick leave at 25% in accordance with the sabbatical benefit.

13.19 Industrial Injury or Illness:

- a) 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.

- b) 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 account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from their regular duties (up to a maximum of eighty percent [80%] of the employee's normal hourly rate of pay per day) shall be reinstated by Industrial Insurance or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 13.21a.
- c) In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions. This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.
- d) 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.

- e) 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) days after notification to the employee. The City's action is subject to the grievance procedure.
- f) Such compensation shall be authorized by the Seattle Human Resources Director or their designee with the advice of the employee's appointing authority on request from the employee, supported by satisfactory evidence of medical treatment of the illness or injury giving rise to the employee's claim for compensation under SMC 4.44, as now or hereinafter amended.
- g) 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 13.21a. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 13.21a).
- h) Any employee eligible for the benefits provided by SMC 4.44.020 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 appointing authority 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.
- i) Sick leave shall not be used for any disability herein described except as allowed in Section 13.21b.
- j) The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.
- j) Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

## ARTICLE 14 – LEAVES OF ABSENCE

### 14.1 Bereavement/Funeral Leave

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

14.2 Sabbatical Leave -- Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Personnel Rule 7.4.

### 14.3 Military Leave

- 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) The City will comply with the requirements of RCW 73.16 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as

amended, with respect to unpaid leave of absence and return rights for employees who leave City Service to serve in the Armed Forces of the United States. Military leave for such employees shall be administered in accordance with City Personnel Rule 7.9, Ordinance 124664, and SMC 4.20.180, as amended.

- 14.5 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 15 – MEDICAL, DENTAL, VISION CARE,  
LONG-TERM DISABILITY AND LIFE INSURANCE**

- 15.1 Medical, Dental and Vision Care: The City shall provide medical, dental and vision plans (Group Health, Aetna Traditional, Aetna Preventive and Washington Dental Service 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. Said plans, changes thereto and premiums shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established by the parties to govern the functioning of said Committee.
- 15.2 For calendar years 2017 2018, 2019 and 2020 the City shall pay up to one hundred seven percent (107%) of the average City cost of medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay eighty-five percent (85%) of the excess costs in healthcare and the employees shall pay fifteen percent (15%) of the excess costs in healthcare.
- 15.3 Employees who retire and are under the age of sixty-five (65) shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.
- 15.4 Long Term Disability: The Employer shall provide a Long-Term Disability (LTD) insurance program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer shall pay the full monthly premium cost of a base plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollar (\$667) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum of \$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.
- 15.5 During the term of this Agreement, the City may, at its discretion, change or eliminate the insurance carrier for any long-term disability benefits covered by this Section and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.
- 15.6 The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year 2017 for the base plan; provided,

further, such cost shall not exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within Section 15.2.

- 15.7 Life Insurance: The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as provided for below.
- 15.8 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements to pay the employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.
- 15.9 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.
- 15.10 New regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

**ARTICLE 16 – RETIREMENT**

- 16.1 Employees are eligible to become members of the Seattle City Employees Retirement System (SCERS) as provided in Ordinance 78444, as amended.
- 16.2 Effective January 1, 2017, consistent with Ordinance No. 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. Employees hired on or after shall be eligible to become members of SCERS II.
- 16.3 Eligibility -- Enrollment in the City’s retirement system is optional for employees hired into civil service exempt positions as provided in Ordinance No. 78444, as amended, and administered by the City’s Department of Retirement Systems.

**ARTICLE 17 – HOURS OF WORK**

17.1 Power Marketer-BU

- a) Employees in the Power Marketer-BU are exempt from the provisions of the Fair Labor Standards Act (FLSA) and are not eligible for overtime.
- b) Rest periods and meal periods shall be consistent with current practice.

17.2 Work Schedule and Shift Swaps:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Hours
<b>Week 1</b>		D (12)	D (12)	D (12)				36
<b>Week 2</b>		N (6)	N (12)	N (12)	N (12)	N (12)	N (12)	66
<b>Week 3</b>	N (12)	N (6)			D (12)	D (12)	D (12)	54
<b>Week 4</b>	D (12)							12
<b>Week 5</b>		R (8)	R (8)	R (8)	R (8)			32
<b>Total</b>								200

\* "D" represents a Day Shift; "N" represents a Night Shift; and "R" represents a Relief or Training Shift \*

- a) Five (5) Power Marketers will be assigned to the above schedule, with alternating shifts and alternating days in a repeatable pattern to provide 24 hour, 7 days a week, 365 days a year coverage. Initially the existing current employees shall remain in these positions. When changes to any existing work schedule are necessary, shifts shall be posted a minimum of fourteen (14) days before they are to go into effect. The working schedule shall provide for rotation of shifts and/or rotation of days off in a repeatable pattern.
- b) Any issues that arise in regard to changes in work schedules or the manner in which shift swaps are being approved by Management shall be referred to a Labor Management Meeting for discussion with the Union as soon as can be reasonably scheduled and before any changes are implemented.

## ARTICLE 18 – WAGES

- 18.1 For employees covered under this Agreement, Seattle Municipal Code 4.20.440 (“Power Marketer Compensation Program”), as established by City of Seattle Ordinance 124487 shall apply.
- 18.2 The classifications of employees covered by this Agreement and the corresponding minimum and maximum pay range of each pay title are set forth in Appendix A and are illustrative of the increases to the pay bands as provided in 18.4, 18.5, and 18.6 below, and those provisions shall govern any discrepancies.
- 18.3 Salary Upon Hire – The department shall have discretion to place newly hired employees at a level in his or her assigned pay title commensurate with the new employee’s knowledge, skills, years of experience and assigned duties and responsibilities.
- 18.4 Effective January 1, 2017, the base wage rates of employees within the Power Marketers-BU shall be increased according to Appendix B of this agreement. Additionally, the minimum and maximum pay range of the Power Marketers-BU shall be according to Appendix A.2 of this agreement.
- 18.5 Effective January 1, 2018 the minimum and maximum pay range of the Power Marketers-BU shall be increased by three percent (3.0%) as enumerated in Appendix A.3 of this agreement. This percentage increase shall also be applied to the base wage rates of employees within the Power Marketers-BU.
- 18.6 Effective January 1, 2019, the minimum and maximum pay range of the Power Marketers-BU shall be increased by three-point-six percent (3.6%) as enumerated in Appendix A.4 of this agreement. This percentage increase shall also be applied to the base wage rates of employees within the Power Marketers-BU.
- 18.7 Effective January 1, 2020, the base wage rates of the Power Marketers-BU shall be increased based on a cost of living adjustment (COLA) equal to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue area Consumer Price Index for the June over June method. However, this percentage increase shall not be less than one-point-five percent (1.5%) nor shall it exceed four percent (4.0%). This same adjustment shall also be applied to the minimum and maximum pay range of the Power Marketers-BU. The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100), covering the period June 2018 – June 2019 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.

- 18.8 **Seattle City Light Power Marketer-BU 2020 Discretionary Base Pay Adjustments-** Adjustments to base wage rates shall be made in accordance with Appendix C.
- 18.9 No employee may receive a base wage adjustment that would cause his or her salary to exceed the maximum range of his or her pay title.
- 18.10 City Light shall review annually and shall have the discretion to adjust employee base pay within the minimum and maximum range of the employee's pay title as determined by the following criterion and as set forth in the City's Salary Placement Authorization Form (SPAF):
- A. Learning Curve/Level of Contribution
  - B. Job Size/Body of Work
  - C. External Market Data/Recruitment/Retention
  - D. Internal Equity/Alignment
- 18.11 Sales Revenue Reward Plan -- Employees may receive additional compensation in accordance with Seattle Municipal Code 4.20.440 and Ordinance 119351. Management shall identify and establish the incentive pay metrics on a yearly basis, and such metrics cannot be grieved by the Union.
- 18.12 Temporary Work Above Current Job Title -- At the discretion of management, employees may be assigned to work of a higher complexity and responsibility. Such assignment and the authorization to conduct transactions of a higher complexity and responsibility will be provided in writing by management. While performing this work, the employee will be compensated at a rate 5% above their current pay rate for up to a maximum of ninety (90) calendar days. Employees who are cross training are not eligible for temporary work compensation. An employee being trained must be authorized in writing by management to conduct transactions of a higher complexity and responsibility.
- 18.13 Correction of Payroll Errors
- A. In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two (2) pay periods. Upon a showing by the employee that the underpayment causes an economic hardship, the City will prepare a manual check within two (2) business days, to correct the underpayment.
  - B. Upon written notice, an overpayment shall be corrected as follows:
    - 1. If the overpayment involved only one (1) paycheck:
      - a. By payroll deductions spread over two (2) pay periods; or
      - b. By payments from the employee spread over two (2) pay periods.

- C. 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.
- D. If an employee separates from the City service before an overpayment is repaid: Any remaining amount due the City will be deducted from his/her final paycheck(s).
- E. 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.

18.14 Transit Subsidy: The City shall provide a transit subsidy benefit consistent with SMC 4.20.370.

**ARTICLE 19 – REDUCTION IN FORCE**

- 19.1 Reduction(s) in the work force for lack of funds, lack of work, or reorganization are a management prerogative and within the sole discretion of the City and shall not be subject to the grievance and arbitration procedure of this Agreement. If a reduction in force is to occur, the City agrees to meet with the Union to discuss the reductions(s) as soon as reasonably possible.
  
- 19.2 The City shall normally provide eight (8) weeks written notice to employees who are to be reduced prior to the effective date of the reduction.



**ARTICLE 20 – SAVINGS CLAUSE**

- 20.1 If any provision of this Agreement or any addendum thereto is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any article is restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision of the Agreement.
- 20.2 If the City Charter is modified during the term of this Agreement and any modifications thereof conflict with an express provision of this Agreement, the parties shall enter into immediate discussions, and negotiations if necessary, for the purpose of arriving at a mutually satisfactory replacement for such article.

**ARTICLE 21 – SUBORDINATION OF AGREEMENT**

- 21.1 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.
- 21.2 It is also understood that the parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

## ARTICLE 22 – TERM OF AGREEMENT

- 22.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through December 31, 2020. 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, 2020. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.
- 22.2 Notwithstanding the provisions of Section 22.1, in the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated or unless consistent with RCW 41.56.123 the City serves the Union with ten (10) days' notice of intent to unilaterally implement its last offer and terminate the existing Agreement.
- 22.3 REOPENERS:
- a) The Parties agree to a reopener on impacts associated with the Affordable Care Act (ACA).
  - b) For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts.

Att 1 – Power Marketers Agreement  
V1

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Executed under this Authority of  
Ordinance \_\_\_\_\_

THE CITY OF SEATTLE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 77

\_\_\_\_\_  
Jenny A. Durkan, Mayor

\_\_\_\_\_  
Louis R. Walter, Business Manager

CITY LIGHT DEPARTMENT

\_\_\_\_\_  
Debra Smith, General Manager/CEO

**APPENDIX A**

A.1 TITLES -- Appendix A covers all regular full-time and regular part time employees classified as Power Marketers-BU.

A.2 Effective January 1, 2017 the minimum and maximum range of the Power Marketer classification shall be as follows:

	Minimum	Maximum
Power Marketer-BU.....	\$43.78	\$76.18

A.3 Effective January 1, 2018, the minimum and maximum range of the Power Marketer classification shall be as follows:

	Minimum	Maximum
Power Marketer-BU.....	\$45.09	\$78.47

A.4 Effective January 1, 2019, the minimum and maximum range the Power Marketer classification shall be as follows:

	Minimum	Maximum
Power Marketer-BU.....	\$46.72	\$81.29

A.5 Annual Individual Performance Adjustment-To reward exceptional individual performance and contributions to the organization and business unit:

Performance Rating (0-4)		Merit Leave Days
3.5 – 4.0	Exceeds Expectations	6
2.8 – 3.4	Meets Expectations	4
2.0 – 2.7	Sometimes Meets	1
0.0 – 1.9	Needs Improvement	0

**APPENDIX B**

Effective January 1, 2017 the base wage rates for employees within the Power Marketers-BU shall be as follows:

<b>NAME</b>	<b>Effective January 1, 2017 Base Wage Rates</b>
Anderson, Cory Lon	\$65.00
Andrews, Todd R	\$51.73
Chilingerian, Avedis	\$52.92
Coates, Philip Andrew	\$51.41
Freeman, Charles R	\$63.65
Giulini, Christopher Matthew	\$65.00
Grissom, Drew G	\$46.31
Jablonski, Dina S	\$62.92
Johanson, Michael Edward	\$53.11
Lujan Jr, David F	\$54.74
Payant, Thomas M	\$46.31
Smith, Lynne S	\$50.38
Stenehjem, Jay F	\$50.87
Tinker, Donald A	\$64.69
Trefzger, Erik A	\$62.83
Victorino, John D	\$54.20

**APPENDIX C**

**Seattle City Light Power Marketer-BU 2020 Discretionary Base Pay Adjustments**-During the period of January 1, 2019 or upon full execution and legislation of this agreement, and expiring December 31, 2020 in commemoration of Power Marketer-BU improvements in key performance metric results (utility, divisional, and team performance) the following matrix shall be used to calculate the percentage increase to base wage for each employee in the Power Marketer-BU:

<b>Metric</b>	<b>50 – 74% Annual Goal</b>	<b>75 – 99% Annual Goal</b>	<b>100 – 124% Annual Goal</b>	<b>125% + Annual Goal</b>	<b>Goal Result</b>
#1	0%	2%	3%	4%	Metric 1 %
#2	0%	2%	3%	4%	Metric 2 %
#3	0%	2%	3%	4%	Metric 3 %
#4	0%	2%	3%	4%	Metric 4 %
Average of Metric Goal %					Total Average Base Wage Increase %**

1. Base Pay Adjustments under Appendix C shall be paid to employees of the Power Marketers-BU no later than March 31<sup>st</sup>, 2020.
2. City Light will develop performance metrics criterion as soon as possible upon full execution and legislation of this agreement and such metrics cannot be grieved by the Union.
3. No employee should receive an adjustment of base wage under Appendix C that would cause his or her salary to go above the top of his or her respective pay zone.
4. Employees in the Power Marketers-BU whose performance (individual) was not satisfactory during the salary year 2019, cannot receive a base wage adjustment under Appendix C for 2020.
5. This program is intended to adjust the pay as prescribed herein for the single year of 2020 only and its continuation will be an appropriate subject of negotiations for a successor agreement.

\*\*This is the percentage increase of base wage that will be applied to each employee in the Power Marketer-BU