MEMORANDUM OF UNDERSTANDING

By and Between
THE CITY OF **SEATAC**
And
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO **(AFSCME), LOCAL #3830**

2015-2016 Labor Contract Extension

This Memorandum of Understanding ("MOU") memorializes the agreement between the City of **SeaTac** ("City") and the Washington State Council of County and City Employee American Federation of State County and Municipal Employees, AFL-CIO (**AFSCME**), Local #3830 ("Union"). The parties have reached mutual agreement to the following, which shall extend the current 2012-2014 collective bargaining agreement ("CBA") between the parties and amend the CBA with regard to the provisions outlined in Section 2 below.

SECTION 1. PURPOSE

WHEREAS, the current CBA, is due to expire on December 31, 2014,

WHEREAS, the parties have a mutual interest in extending the current contract through December 31, 2016,

NOW THEREFORE, the parties have met, discussed these matters, and have agreed to the following.

SECTION 2. AGREEMENT REGARDING IMPACTS

A. COST OF LIVING ADJUSTMENT (COLA) for 2015-2016:
   1. Article 11 – WAGES, Section 11.01 of the CBA:
      "Effective January 1, 2015, a COLA of 2.09% that is equivalent to ninety-five percent (95%) of the CPI-W Seattle-Tacoma-Bremerton, June to June index, shall be applied to all bargaining unit salary ranges listed in Attachment A of the Agreement.
      Effective January 1, 2016, a COLA that is equivalent to ninety-five percent (95%) of the CPI-W Seattle-Tacoma-Bremerton, June to June index, shall be applied to all bargaining unit salary ranges listed in Attachment A of the Agreement. The COLA shall have a minimum of two percent (2%) and a maximum of five percent (5%)."

B. MEDICAL PREMIUMS:
Article 16 – INSURANCE BENEFITS, Section 16.03 Medical premiums

A. Employees shall pay a portion of the monthly medical insurance premium for themselves and their enrolled dependents according to the following table for the AWC HealthFirst Plan. The City shall pay the balance of the premium.

Medical Coverage	**January 1, 2015 through December 31, 2016**
Employee Only	$68
Employee & Spouse	$136
E, S + 1 Dependent	$170
E, S + 2 or > Dependents	$198
Employee and 1 Dependent	$101
Employee and 2 Dependents	$129

B. Employees shall pay a portion of the monthly medical insurance premium for themselves and their enrolled dependents according to the following table for the AWC Group Health $10 Copay Plan. The City shall pay the balance of the premium.

Medical Coverage	**January 1, 2015 through December 31, 2016**
Employee Only	$7.01
Employee & Spouse	$15.38
E, S + 1 Dependent	$37.66

E, S + 2 or > Dependents	$85.69
Employee and 1 Dependent	$28.29
Employee and 2 Dependents	$76.32

C. ATTACHMENT A – City of SeaTac AFSCME Represented Positions Salary Schedule shall be amended as attached.

D. TWO-YEAR EXTENSION OF DURATION OF AGREEMENT:
The current Article 35 – DURATION OF AGREEMENT shall be edited as follows:

"THIS AGREEMENT shall be in full force and effect from January 1, 2015 and shall continue through December 31, ~~2014~~2016."

SECTION 3. MISCELLANEOUS

A. To the extent this MOU conflicts with any provisions of the CBA or City policies/procedures, this MOU shall control from January 1, 2015 to December 31, 2016.

B. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this MOU.

C. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the CBA's grievance procedures.

SECTION 4. SIGNATURES

By signature below, all parties agree that the above represents the parties' full and entire agreement with regard to the TWO-YEAR EXTENSION OF THE CURRENT CBA through December 31, 2016.

Signed this 20th day of October 2014.

FOR THE CITY:

~~Todd Cutts, City Manager~~
Mia Gregerson, Mayor

FOR THE UNION:

Bill Dennis, AFSCME Council 2 Staff Representative

Gwen Voelpel, Acting Human Resources Director

Mike Butay, AFSCME Local 3830 President

~~Mia Gregerson, Mayor~~ Todd Cutts, City Manager

Approved as to Form:

Mary Mirante-Bartolo, City Attorney

Attest:

Kristina Gregg, City Clerk

Attachment A

City of SeaTac
AFSCME Represented Positions
Salary Schedule

Position	**January 1, 2015** ***Salary Range***
Accounting Technician	43
Administrative Assistant 1	35
Administrative Assistant 2	39
Administrative Assistant 3	46
Associate Planner	51
Civil Engineer 1	56
Civil Engineer 2	62
Code Compliance Program Coordinator	51
Code Enforcement Officer	49
Custodian	34
Deputy City Clerk	48
Engineering Technician	49
Facilities Maintenance Worker1	38
Facilities Maintenance Worker 2	48
GIS Analyst	52
Information Systems Technician	48
Judicial Support Specialist	39
Lead Judicial Support Specialist	44
Maintenance Worker 1/Park Operations Worker	42
Maintenance Worker 2/Park Operations Lead	48
Payroll Coordinator	48
Permit Coordinator	40
Senior Permit Coordinator	46
Plans Examiner/Inspector 1	50
Plans Examiner/Inspector 2	54
Police Services Specialist	39
Preschool Instructor	25
Public Works Inspector	50
Records Management Coordinator	45
Recreation Attendant	30
Recreation Program Specialist	43
Resources Conservation/Neighborhood Programs Coordinator	53
Senior Engineering Technician	51
Senior Planner	58
Senior Public Works Inspector	54
Victim Advocate	48
Water Quality Technician	50

AGREEMENT

By and Between

CITY OF SEATAC

AND

Washington State Council of County and City Employees American Federation of State, County and Municipal Employees, AFL-CIO Local 3830

January 1, 2012 through December 31, 2014

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PREAMBLE

THIS AGREEMENT is entered into by and between the City of SeaTac, (hereinafter referred to as City or Employer, interchangeably) and the Washington State Council of County and City Employees (WSCCCE), American Federation of State, County and Municipal Employees, AFL-CIO, Local 3830 (hereinafter referred to as Union).

It is the purpose of this document to set forth a mutual understanding between the City and the Union in regard to wages, hours and working conditions so as to promote efficient and uninterrupted performance of City functions. It is the City's responsibility to provide services that promote the health, safety and welfare of the public and employees through means that are cost-efficient, progressive, responsive, courteous, and productive. The City and the Union share a mutual interest in engaging in collaborative efforts to promote a labor relations environment that is conducive to achieving a high level of efficiency and productivity in all departments of City government, to encourage the safety and development of employees, to ensure the fair and equitable treatment of employees and to ensure prompt and fair settlement of grievances without interruption of or interference with the operation of the City. It is also intended that this document provide recognition for the rights and responsibilities of the City, Union and employees.

In accordance with Court General Rule 29 (GR 29), the Court maintains full control over the hiring, discipline and termination of all Court employees. For Court employees and Court operations, if the specific Articles of this Agreement relating to hours and working conditions make specific reference to the Court or Court employees, then this Agreement shall take control. For provisions of this Agreement regarding hours and working conditions of Court employees which do not specifically refer to the Court or Court employees, then the Court's policies and procedures related to those subjects shall supersede this Agreement.

ARTICLE 01 - RECOGNITION AND BARGAINING UNIT

01.01 Pursuant to RCW 41.56, the City recognizes the Union as the exclusive bargaining representative for the purpose of establishing wages, hours and conditions of employment, for all regular full-time employees and regular part-time employees whose positions are budgeted and whose classifications are listed in Attachment A, herein. A regular part-time position is an ongoing position scheduled to work twenty (20) or more hours per week.

01.02 The following employees will be excluded from the bargaining unit: all other represented employees of the City; all department managers, supervisors, and confidential employees as defined by PERC, and all employees classified as temporary who are needed to augment the workforce during absences, peak periods or emergent situations.

ARTICLE 02 - UNION SECURITY

02.01 Except as provided in Section 02.02 hereof, it shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union

in good standing, shall remain members in good standing in the Union. It also shall be a condition of employment that all newly hired employees covered by this Agreement on the thirtieth (30th) day following the beginning of such employment, shall become and remain members in good standing in the Union.

02.02 If an employee for bona fide religious tenets, as per R.C.W.41.56.122 (1), does not desire to be a member of the Union, one of the following shall apply.

A. Pay each month a service charge equivalent to regular union dues to the Union.

B. Pay each month an amount of money equivalent to regular current union dues to the Union, who shall then transmit that amount to a non-religious charity that is agreeable to the Union and the employee.

02.03 Failure by an employee to abide by the above provisions shall constitute cause for discharge of such employee; provided that when an employee fails to fulfill the above obligation the Union shall provide the employee and the Employer with thirty (30) days notification of the Union's intent to request the Employer to initiate discharge action. During this period the employee may make restitution to the Union of the overdue amount.

02.04 Upon written authorization of the employee, the Employer agrees to deduct from the paycheck of each employee the regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the WSCCCE on behalf of the employees with a list of the employees' names, salaries and individual amounts deducted.

1. Regular part-time employees whose normal work schedules are twenty (20) or more hours per week shall become and remain members of the Union in accordance with this article, and shall pay a pro-rated amount of dues. Employees whose normal work schedules are less than twenty (20) hours per week shall not be required to join or maintain union membership.

02.05 P.E.O.P.L.E. Check-off

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

02.06 The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with provisions of this Article.

02.07 The Union agrees to refund to the City any amount paid to it in error as a result of compliance with this Article.

02.08 The City and the Union agree that this Article will be interpreted consistent with State and federal law.

ARTICLE 03 - UNION ACCESS

03.01 The employer agrees that non-employee officers and representatives of the Union shall have reasonable access to the premises of the employer during working hours with advance notice to the Human Resources Director, City Attorney or City Manager. Such visitations shall be for reasons related to the administration of this Agreement. The Union agrees that such activities shall not interfere with the normal work duties of employees. The employer reserves the right to designate a meeting place or to provide a representative to accompany a Union officer where operational requirements do not permit unlimited access.

03.02 The Employer shall permit the use of bulletin boards and electronic mail by the Union for the posting of official union notices such as: union elections and election results, meetings, minutes of meetings, recreational and social activities, and other information of general interest to the membership. The Union shall ensure that all such postings comply with applicable law and are not offensive.

03.03 With prior notice to the Human Resources Director or City Manager, the Employer shall grant employees (and may limit the number to two) who are local Union officials reasonable time off with pay to attend scheduled meetings with City Management for the purpose of administering this agreement. In addition, local Union officials may be granted reasonable time off with pay to investigate grievances and represent employees during grievances, disciplinary and/or discharge, investigations and proceedings.

ARTICLE 04 - MANAGEMENT RIGHTS

04.01 Subject to the provisions of this Agreement, the Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with applicable laws. The powers of authority which the Employer has not specifically abridged, delegated or modified by this Agreement are retained by the Employer.

04.02 The direction of its working force and operations are vested exclusively in the Employer. This shall include the right:

1. To determine its mission, policies, and to set forth all standards of service offered to the public;
2. To operate and manage all staffing, facilities and equipment;
3. To determine the methods, means, number of personnel needed to carry out the department's operations or services to be conducted by the department;
4. To determine the utilization of technology;
5. To contract out for goods and services, except for bargaining unit work performed on a regular and consistent basis;
6. To hire, promote, transfer, assign, retain and layoff employees;
7. To promulgate rules and regulations;
8. To discipline, suspend, demote or discharge employees for just cause;
9. To maintain the efficiency of the operation entrusted to the Employer; and
10. To determine the manner in which such operations are to be conducted.

ARTICLE 05 - NON-DISCRIMINATION

The City and the Union shall not discriminate against employees of the City on the basis of their rights as a Union member, race, religion, creed, color, national origin, gender, sexual orientation, age, marital status, or any physical, sensory or mental disability, unless such characteristics are a bona fide occupational qualification. The City and the Union acknowledge their mutual support for equal employment opportunity and their commitment to abide by all governing non-discrimination statutes.

ARTICLE 06 - PERSONNEL FILES

06.01 The contents of the personnel files, including the personal photographs, shall be confidential and shall be restricted to the extent provided by law; provided that information contained in the personnel files may be released to any individuals or organizations upon written authorization of both the City and the employee.

06.02 The Human Resources Department shall be the central depositor for all official personnel records and files. All official personnel records shall be maintained by the Human Resources Department.

06.03 Employees shall be given a copy of any item or document upon its being placed into their personnel file.

ARTICLE 07 - NO STRIKE NO LOCKOUT

07.01 The City and the Union recognize that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement neither the Union nor the employees covered by this Agreement shall cause, engage in or sanction any work stoppage, strike, slowdown or interference with City functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action. The City shall not institute any lock-out of its employees during the life of this Agreement.

07.02 The Union may sanction actions taken by other unions so long as such a sanction does not conflict with the provisions of Section 07.01.

ARTICLE 08 - DISCIPLINE AND DISCHARGE

08.01 The City shall not discipline or discharge any post-probationary employee without just cause. Any employee may choose to have a Union representative present at all meetings during which it is anticipated that disciplinary or discharge proceedings may take place.

08.02 The City agrees with the tenets of progressive and corrective discipline, where appropriate. Disciplinary action generally includes the following progressive steps:

1. Oral warning which shall be documented in writing;
2. Written reprimand;
3. Suspension or demotion; and
4. Discharge.

08.03 Any formal written reprimand in an employee's personnel file shall be removed, upon request of an employee after a period of two (2) years if no further discipline for the same or a similar offense has occurred. Oral warnings shall be documented in writing and placed into the employee's file. An oral warning shall be removed upon request of any employee after a period of one (1) year if no further discipline for the same or a similar offense has occurred. Employees requesting to remove a reprimand from their personnel file may make a written request to a member of the Human Resources staff. The Human Resources Director shall review the request and notify the employee in writing whether removal is appropriate per the terms of this Article.

Reprimand(s) removed from the employee's personnel file shall be stamped "ARCHIVE" and be filed in a separate "archive file" together with any and all documentation referencing the request to remove the disciplinary action which is being archived. The "archive file" shall be maintained by the Human Resources Department, and it shall be kept confidential to the extent allowable by law. The archived disciplinary notice(s) shall not be used in subsequent disciplinary action against the employee.

If the employee's request to remove the oral/written disciplinary document is denied, any and all documentation referencing the request to remove the disciplinary action will be destroyed.

ARTICLE 09 - LABOR MANAGEMENT MEETINGS

09.01 The Employer and the Union have established a Labor-Management Meeting process wherein the parties may meet periodically during the term of this Agreement to share information and to identify and resolve issues.

09.02 The Parties shall meet quarterly, however, meetings may be canceled upon mutual agreement if there are no agenda items submitted for review.

09.03 It is understood that any items discussed in the Labor Management Meetings shall not add to or alter the terms of this agreement. It is also understood that neither party to this agreement waives its right to negotiate any mandatory subject of bargaining.

09.04 The Union shall have three (3) employee representatives scheduled to attend labor management meetings. Additional members may by invited by mutual agreement of the parties if needed to assist with specific issues. The City shall have approximately the same number of members attend the labor management meetings.

ARTICLE 10 - GRIEVANCE PROCEDURES

10.01 Purpose

The purpose of this procedure is to provide an orderly method for resolving grievances.

A determined effort shall be made to settle any such differences at the lowest level in the Grievance Procedure.

10.02 Definition

For the purpose of this Agreement, a grievance is defined as only those disputes involving the interpretation, application or alleged violation of any provision of this Agreement. A grievant is defined as an employee or group of employees who are represented by the Union. Grievances shall be processed in accordance with the following procedures within the stated time limits. For the purposes of this article, the employer is defined as the City of SeaTac, which is represented by the City Manager, or designee, or the Presiding Judge, or designee, if the matter is applicable to hours and/or working conditions of the Municipal Court.

10.03 Pre-Grievance Resolution

By mutual written agreement between the Union and the Human Resources Director (and/or Court Administrator as applicable), the parties may agree to place a potential grievance issuance in abeyance and freeze the timelines to submit a grievance per Section 10.12 Time Limits in order to discuss and resolve matters at the lowest level possible prior to resorting to the formal grievance procedure outlined below.

10.04 Grievance Steps

Step One:

Within ten (10) working days of knowledge of the incident giving rise to the grievance, the Union or the grievant along with a Union representative shall submit the grievance in writing to the employee's immediate supervisor. The written grievance shall include the date of submission to this process, date of alleged violation, facts and circumstances related to the violation, the specific article(s) of this Agreement that was allegedly violated, and the remedy requested. Within ten (10) working days of receipt of the written grievance, the supervisor shall contact the Union representative to schedule a meeting. Such meeting may be waived by mutual agreement of the parties. The supervisor shall respond to the grievant and the Union President within ten (10) working days of the conclusion of the grievance meeting. If either the Union or the Employer desires, grievances may be initiated at Step Two of the grievance process adhering to the submission timelines above (in Step One).

Step Two:

If the grievance was filed at Step One and not settled in Step One, the Union, on behalf of the grievant, shall present the grievance in writing within ten (10) working days of receipt of the City's Step One response. If the grievance is initiated at Step Two, the written grievance shall be presented by the Union within ten (10) working days of knowledge of the incident giving rise to the grievance. All grievances relating to the Municipal Court shall be initiated at Step Two and submitted in writing to the Court Administrator. The Step Two grievance shall be presented to the Department Head or his/her designee. The written grievance shall include the date of submission to Step Two, date of alleged violation, facts and circumstances related to the violation, the specific article(s) of this Agreement that was allegedly violated, and the remedy requested. Within ten (10) working days of receipt of the Step Two grievance,

the City shall schedule a time to meet with the Union and grievant. The Department Head or his/her designee and the Human Resources Director shall meet with the grievant and the Union representative at a mutually agreeable date and time, and shall render a written response to the grievant, the Local Union President, and the Council 2 Staff Representative within ten (10) working days of the conclusion of the meeting.

Step Three:

If the Union is not satisfied with the solution of the Department Head or his/her designee and the Human Resources Director, the Union shall submit the written grievance to the City Manager and/or the Presiding Judge, as applicable, within ten (10) working days from the date of receipt of the Department Head's/Human Resources Director's reply. The City Manager, and/or his/her designee, and/or the Presiding Judge, as applicable, shall schedule a meeting with the grievant and the Union's representative within ten (10) working days of receipt of the grievance. The City Manager, and/or his/her designee, and/or the Presiding Judge, as applicable, shall meet with the Union and grievant. The City Manager and/or Presiding Judge, as applicable, shall render a written response to the grievant, the Union President, and the Council 2 Staff Representative within ten (10) working days of the conclusion of the meeting.

Step Four:

Upon mutual agreement, a grievance not resolved under the above steps may be referred to alternative dispute resolution sources for mediation. If the parties do not agree to the use of mediation or if resolution is not achieved through the mediation process, the Union may refer the grievance to arbitration within thirty (30) working days after receipt of the Employer's answer to Step Three. Once the request for arbitration has been submitted, the parties shall select an arbitrator within forty five (45) working days of the receipt of the arbitration notice. The parties shall notify the arbitrator of his/her selection within ten (10) working days of the selection. If the request for arbitration is not filed by the Union Staff Representative or the Employer within thirty (30) working days, the Union or the Employer waives its right to pursue the grievance through the arbitration procedure.

10.05 Selection of Arbitrator

The Employer and the Union shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Public Employment Relations Commission, the Federal Mediation and Conciliation Service, the American Arbitration Association or other source to submit a panel of seven (7) arbitrators. The Employer and the Union shall alternately strike names of arbitrators until one (1) arbitrator's name is left who shall be arbitrator. The order of striking names shall be determined by the flip of a coin. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and a place subject to the availability of the Employer and Union representatives.

10.06 Privacy of Meetings and Hearings

All meetings and hearings under this procedure shall be kept private and shall include only such parties of interest and/or their designated representatives.

10.07 Decision

The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof.

10.08 Power limited

The power of the arbitrator shall be limited to interpreting this Agreement, determining if the disputed article has been violated and awarding a remedy. The arbitrator shall not have any authority to alter, modify, vacate or amend any terms of this Agreement. The decision of the arbitrator, within these stated limits shall be final and binding on both parties.

10.09 Costs

Expenses and compensation for the arbitrator's services, or mediation service, and the proceedings shall be borne by the non-prevailing party. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own attorneys or other representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record. It is provided, however, that if the grievance presented for arbitration involves multiple parts/issues, and if the decision of the arbitrator results in each of the parties prevailing on different parts/issues, then, in that case, the expenses and compensation for the arbitrator's services and the proceedings shall be borne equally by the parties.

10.10 Election of remedies

It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies. Likewise, litigation of the subject matter in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.

10.11 Authority

In the event the arbitrator finds that he/she has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

10.12 Time limits

Any and all time limits and/or steps specified in the Grievance Procedure may be waived by mutual written agreement of the parties. Failure by the employee or Union to submit the grievance in accordance with these time limits and/or steps without such waiver shall constitute an abandonment of the grievance. Failure by the City to submit a reply within the specified time limits shall automatically cause the grievance to advance to the next step of the Grievance Procedures.

ARTICLE 11 - WAGES

11.01 Salaries

1. Effective January 1, 2012, a Cost of Living Adjustment (COLA) of three percent (3%) shall be applied to all bargaining unit salary ranges listed in Attachment A of the Agreement.

2. Effective January 1, 2013, a COLA that is equivalent to ninety-five percent (95%) of the CPI-W Seattle-Tacoma-Bremerton, June to June index, shall be applied to all bargaining unit salary ranges listed in Attachment A of the Agreement. The COLA shall have a minimum of two percent (2%) and a maximum of five percent (5%).
3. Effective January 1, 2014, a COLA that is equivalent to ninety-five percent (95%) of the CPI-W Seattle-Tacoma-Bremerton, June to June index, shall be applied to all bargaining unit salary ranges listed in Attachment A of the Agreement. The COLA shall have a minimum of two percent (2%) and a maximum of five percent (5%).

11.02 Step Increases

Employees shall be eligible to receive salary increases, based on satisfactory performance, annually in the amount of five percent (5%), not to exceed the maximum amount identified in the salary range. If the performance appraisal to determine whether or not the employee has achieved satisfactory performance is not completed by the supervisor within one (1) month of the employee's anniversary date, the employee will automatically receive a salary step increase.

11.03 Longevity Pay

Effective January 1, 2013, all employees of the bargaining unit shall receive longevity pay upon completion of the years of service as a regular employee with the City of SeaTac as indicated below:

A. Completion of ten (10) years of service: $35.00 per month;
B. Completion of fifteen (15) years of service: $45 per month; or
C. Completion of twenty (20) years of service: $60 per month.

ARTICLE 12 - ACTING OR OUT OF CLASS

12.01 Definitions

A. "Acting" is defined as an employee's assignment to perform the majority (more than 50%) of the duties and responsibilities of an existing higher classified position, which is vacant temporarily or long-term. When an employee is acting in a higher classification within the same classification series to which he/she belongs, the employee must be assigned to perform the majority (more than 50%) of the distinct duties and responsibilities which distinguishes the higher classification from the employee's base position classification. For example, an employee is assigned to perform the majority of the supervisor's duties and responsibilities during the supervisor's vacation, or an employee is assigned to act as the supervisor position while the position is vacant.

B. "Out of Class" is defined as an employee's assignment to perform the majority (more than 50%) of a higher job classification for which the position is not budgeted or does not currently exist. For example, an employee is assigned to perform the majority of the work of a position that was eliminated in the department's budget.

C. For purposes on this Article, the City is defined as the City Manager, or designee, or the Presiding Judge, or designee, only when the matter is applicable to the Municipal Court.

12.02 Assignment of Acting or Out of Class Work

A. The City has the right to determine whether a vacancy is to be filled permanently or temporarily through Acting or Out of Class assignment. The City has the right to determine the qualifications required to fill such Acting or Out of Class assignment, and shall make such qualifications known to employees who may be eligible to act or work out of class in the affected work unit. The City also has the right to select the employee who, in the City's determination, would best serve the acting/out of class role. Where applicable, the City may rotate the Acting or Out of Class assignment among available qualified employees, as determined by the City, in the Department/Division in which the Acting or Out of Class need arises.

B. Although the duties and responsibilities of the vacant position may be assigned to multiple employees, at no time will there be more than 1 employee who receives Acting pay in the vacant higher classified position.

C. The City's designated authority shall assign Acting or Out of Class assignments in writing prior to the start of such assignment, unless an extenuating circumstance prevents such prior written assignment. In these extenuating circumstances, the designated authority shall provide written assignment at the earliest opportunity possible.

12.03 Acting or Out of Class Pay

A. An employee who is assigned to act or to work Out of Class in a higher classification for a full work day of eight (8) consecutive hours or longer, shall be paid Acting or Out of Class pay effective the first day of the assignment. If the employee is on an alternative work schedule such as 9/80's or 4/10's , he/she must work their full nine or ten hour work day, as appropriate, to qualify for Acting or Out of Class pay.

B. Acting or Out of Class pay shall be equal to Step A of the higher position's pay range or five percent (5%) of the employee's current base pay, whichever is greater; however, at no time will the employee be paid more than the maximum of the higher position's pay range. Variation in the above amount of Acting or Out of Class pay to be paid to a bargaining unit employee may be allowed by mutual agreement of the parties.

ARTICLE 13 - HOURS OF WORK

13.01 The normal work week shall be five (5) consecutive days of eight (8) hours per day, exclusive of lunch period. The regular hours of work each day shall be consecutive except for lunch periods. During declared emergencies or inclement weather operations, the normal work week shall be forty (40) hours per week; however, hours of work per day shall be determined by City policy or each department's standard operating procedures, as applicable.

13.02 All full-time employees shall be granted an unpaid lunch period of one-half (1/2) hour to one (1) hour during each normal work shift. The lunch period shall be scheduled at approximately mid-shift. Employees shall be entitled to one (1) fifteen (15) minute paid rest period during each half-day of a full-time work shift. The parties agree to allow employees to continue the practice of combining their paid rest breaks, when the rest

breaks are earned during the normal work shift, with their unpaid lunch period if such practice is requested by the employee and approved by the City. However, employees are accountable for intermittent rest periods taken during the work shift. "Intermittent rest periods" are defined as intervals of short duration in which employees are allowed to relax and rest, or for brief personal inactivity from work or exertion. At no time will intermittent and scheduled rest periods exceed thirty (30) minutes during one full-time normal work shift.

13.03 All employees shall be paid at the rate of one and one-half (1.5) times their regular rate of pay for all compensated time in excess of forty (40) hours per week, exclusive of the employee's lunch period. Compensated time shall be defined to include hours worked, holiday hours, vacation hours, sick leave and compensatory time off.

13.04 Employees working mandatory overtime shall have the right to request, and supervisors shall approve compensatory time off at the same ratio as overtime rate in lieu of cash payment for overtime. Compensatory time can be accrued up to a maximum of eighty (80) hours. Compensatory time off shall be scheduled by the employee through his/her supervisor at a mutually agreeable time.

Employees working voluntary overtime for recycling or other special events shall be paid overtime only, unless the Department Head specifically agrees to allow compensatory time.

13.05 Flexible and Alternative Work Schedules.
Recognizing that a change in working hours may benefit both the employee and the City or that such a change may benefit one without detriment to the other, the City and affected employees may, by mutual agreement, modify normal work hours. An employee who wishes to work flexible hours or an alternative work schedule shall submit a request in writing to his/her supervisor. Any flexible hours or alternative work schedule may be terminated by the City if found to be detrimental to the City. The reasons for approval, denial or termination of flexible hours or alternative work schedules shall be given, in writing, to all affected employees and the Union.

13.06 Job Share Arrangements
A "Job Share" arrangement may be mutually beneficial to bargaining unit members and the City. Therefore, the Memorandum of Understanding between the parties, which was signed in August 2010, shall be incorporated to this Agreement as *Attachment C* by this reference. Once a City Policy regarding "Job Share" has been implemented, such Policy shall supersede *Attachment C.*

13.07 Definitions
For the purposes of this Article, the City is defined as the City Manager, or designee, or the Presiding Judge, or designee, when the hours of work are applicable to the Municipal Court.

ARTICLE 14 - STANDBY

The Employer will not require any employee covered by this Agreement to perform standby duty.

ARTICLE 15 - CALL OUT

When an employee is called out or back to work, he/she shall be entitled to a minimum of three (3) hours call-out-time, inclusive of travel time not to exceed a maximum of thirty (30) minutes.

ARTICLE 16 - INSURANCE BENEFITS

If during the life of this agreement either the City or Union wish to propose a different health insurance plan that may offer a better combination of coverage and cost effectiveness, this agreement shall be re-opened to discuss adoption of the proposed health insurance plan. No other Article shall be re-opened for discussion without the mutual consent of both parties.

16.01 Health Care Task Force

A. Starting in 2012, the City plans to form a Health Care Task Force made up of representatives from all employee groups in the City to collaborate and explore health care insurance options (including but not limited to medical, dental, orthodontia, vision and other related insurance programs) available in the market which provides for a good balance of coverage and cost effectiveness for the employees and the City. The bargaining unit agrees to designate representatives to fully participate in good faith with the task force, and who will have the authority to bargain on behalf of the bargaining unit.

B. Prior to starting its market assessment of health care insurance options, the Health Care Task Force as a whole will work to come to mutual agreement on the procedures of operation and decision making including, but not limited to, the following:
   1. A reasonable number of representatives to fairly represent each employee group;
   2. Group rules for behaviors and procedures;
   3. How issues will be discussed and the Health Care Task Force's decision making process;
   4. Once the Health Care Task Force reaches consensus on a recommended course of action, and a voting process of all employees is needed, how will this voting process be administered, and how will the votes be accounted for (weighting by employee group, straight number of votes, etc.).
   5. Once the vote has passed per the Health Care Task Force's procedures as mutually agreed to above, the bargaining unit agrees to abide by the decision of the vote.

C. The bargaining unit reserves its right to cease participation in the Health Care Task Force should the Task Force, as a whole, fail to reach mutual agreement regarding the above procedures of operation and decision making.

D. The City reserves the following rights as the employer: Once the Health Care Task Force has completed its insurance market study, and prior to submitting its recommendation(s) to employees for a vote, the Task Force shall make its recommendation(s) for health insurance coverage option(s) to the City Manager.
   1. If the Task Force's recommendation is to remain with the AWC Trust, including the same health insurance plans, and the City Manager agrees, no further action will be needed by the parties.

2. If the Task Force's recommendation is to change health insurance providers or the health insurance plans within AWC, and the City Manager agrees, the recommended change will be forwarded to all employees of the City for a vote. The vote shall be administered per the Task Force's mutual agreement on the procedures of operation and decision making above. If the employees vote in favor of the recommended change(s), those recommendation(s) shall then be presented to the SeaTac City Council for approval. If the Council approves the change, such change shall be implemented as soon as feasible.
3. If the Task Force's recommendation(s) to change health insurance providers or to change health insurance plans within AWC is not agreed upon by the City Manager, no change shall be made, and the City will remain with the AWC Trust with the current health insurance plans.

E. Once the above task(s) have been completed, periodically, the Health Care Task Force may reconvene, as needed, to review the City' health insurance coverage option(s) and make recommendations to the City Manager.

16.02 Medical Insurance

During the term of this agreement the employer will provide the following selection of medical plans (or their successor plans) to all full-time regular employees with the following conditions:

A. For the year 2012, employees may choose one of the following two medical plans:
   1) AWC HealthFirst Plan; or
   2) Group Health Cooperative $10 Copay Plan

B. If by January 1, 2013, the Health Care Task Force's work in accordance to Section 16.01 above has not resulted in a change the City's membership in the AWC Benefit Trust, and/or the health plans within AWC, employees of the bargaining unit may choose one of the following medical plans:
   1) AWC HealthFirst Plan;
   2) Group Health Cooperative $10 Copay Plan; or
   3) Regence High Deductible Health Plan with Savings Account.

   However, if the Heath Care Task Force's work and voting procedures above results in different options of medical insurance for the bargaining unit, such will be implemented as agreed upon in Section 16.01.

C. If by January 1, 2014, the Health Care Task Force's work in accordance to Section 16.01 above has not resulted in a change the City's membership in the AWC Benefit Trust, and/or the health plans within AWC, employees of the bargaining unit may choose one of the following medical plans:
   1) AWC HealthFirst Plan;
   2) Group Health Cooperative $10 Copay Plan; or
   3) Regence High Deductible Health Plan with Savings Account.

   However, if the Heath Care Task Force's work and voting procedures above results in different options of medical insurance for the bargaining unit, such will be implemented as agreed upon in Section 16.01.

16.03 Medical Premiums

A. Employees shall pay a portion of the monthly medical insurance premium for

themselves and their enrolled dependents according to the following table for the AWC HealthFirst Plan. The City shall pay the balance of the premium.

Medical Coverage	January 1, 2012 through December 31, 2012	January 1, 2013 through December 31, 2013	January 1, 2014 through December 31, 2014
Employee Only	$41	$50	$68
Employee & Spouse	$91	$110	$136
E, S + 1 Dependent	$115	$136	$170
E, S + 2 or > Dependents	$135	$160	$198
Employee and 1 Dependent	$64	$81	$101
Employee and 2 Dependents	$84	$103	$129

B. For employees who choose the Group Health $10 Copay Plan , the City shall contribute up to the dollar amount paid for employees and their dependents on the AWC HealthFirst Plan.

C. For employees who choose the AWC High Deductible Health Plan (HDHP), the City shall contribute the full premium for employees and their dependents on the HDHP medical plan. Employees enrolled in a HDHP may contribute to a Health Savings Account (HSA) per IRS regulations. However, the City's contributions to the employee's (HSA), if any, shall be determined by the City.

D. During the life of this agreement, the City and the Union agree to participate in a Health Care Task Force as specified in Section 16.01 above. If as a result of this Task Force's recommendation(s), there is a mutually agreed upon change in the employee and employer medical premium contribution rates, and those rates are approved as specified in Section 16.01, then such new rates shall apply. Otherwise, the above rates in A, B and C above shall apply for the remainder of this Agreement.

16.04 Dental Insurance

For the year 2012, the City will provide the AWC Washington Dental Services (WDS) Plan E including orthodontics coverage as provided to non-represented employees (or its successor plan) to all full-time regular employees and their dependents, and will pay one-hundred percent (100%) of the premium. The City will continue paying 100% of the dental premium for the AWC WDS Plan E unless dental coverage is changed as a result of Section 16.01 Health Care Task Force, in which case, the City will pay 100% of the dental premium of the new plan(s).

16.05 Life Insurance

During the term of this Agreement the City will provide life insurance at one time (1x) the employee's annual salary for all full-time regular employees through Standard Insurance Company (or its successor plan) and will pay one-hundred percent (100%) of the premium.

This plan covers the following:

- Life Insurance/Accidental Death & Dismemberment
- Survivor Income Life Insurance
- Long Term Disability

16.06 Vision

For the year 2012, the City will provide a family vision plan with a $25 deductible for all bargaining unit employees. The City will continue to provide vision coverage with a $25 deductible unless vision coverage is changed as a result of Section 16.01 Health Care Task Force, in which case, the City will pay 100% of the vision premium of the new plan(s).

ARTICLE 17 - SICK LEAVE

17.01 Accrual of Sick Leave

All full-time regular employees shall accrue sick leave at the rate of eight (8) hours for each month of employment including the probationary period of employment. Regular part time employees are not eligible for sick leave accruals.

17.02 Use of Sick Leave

Sick leave shall not be available for use during the first thirty (30) days of the probationary employment period and, thereafter, will be granted for, and shall be used only for, the following purposes:

1. Personal illness, injury, hospitalization, or out-patient medical care;
2. Medical quarantine;
3. Health care appointments (including vision and dental) to include time for the duration of the appointment and reasonable travel time;
4. Death of a member of the employee's immediate family; after exhausting bereavement leave per Section 21.3 Bereavement Leave;
5. Care of a member of an employee's immediate family (spouse, registered domestic partner, child, grandchild, parents, parents in-law, grandparents, brother or sister) or any family member or other person dependent upon the employee, with a health condition that requires treatment and supervision or assistance by the employee; and
6. Disability of the employee due to pregnancy and/or childbirth.

17.03 Procedure For Claiming Sick Leave

Employees shall promptly notify their Department Head, or designee, of the need to use sick leave per Section 17.02, and the expected dates and duration of such leave as soon as the employee has knowledge of such expected leave use. For extended leaves, the employee shall keep the Department Head, or designee, informed of the expected duration of the employee's absence and expected return to work date.

For pre-scheduled absences, the employee shall complete required leave forms and submit such to the Department Head, or designee, for approval prior to taking leave. For unexpected or unscheduled absences, upon return to work, the employee shall complete any required sick leave forms.

17.04 Transfer To Vacation Leave, Compensatory Time Off, Floating Holiday or Leave Without Pay

If an employee exhausts all accrued sick leave, but needs to be absent for eligible sick leave purpose(s), the employee may use accrued leave including vacation,

compensatory time, or Floating holiday for approved sick leave absences. If the employee exhausts all accrued leave, the employee may request to use leave without pay per Section 21.04 Leave Without Pay.

17.05 Accountability for Appropriate Use of Sick Leave

It is a reasonable expectation that employees maintain a regular attendance record and that they be provided the resources to be accountable for doing so. It is also a reasonable expectation that employees will use sick leave only for personal illness, injury or disability, FMLA, FLA and FCA as provided by federal and state laws, this labor agreement and applicable City policies.

City management is responsible for the proper administration of sick leave benefits, which includes but is not limited to, verification of illnesses, injuries or disabilities from a licensed health care provider. The City may require proof of illness, injury or disability if the City has reason to believe the employee is inappropriately using sick leave during the current absence, or if the employee has been previously counseled about use of sick leave.

Abuse of sick leave shall be grounds for corrective action or disciplinary action, up to and including suspension or dismissal. In addition, any employee found to have abused sick leave benefits shall further be required to reimburse to the City all compensation paid to such employee for the period of such absence.

17.06 Sick Leave Cash Out or Conversion

1. **Option #1 – Sick Leave Cash Out Upon Termination:**
   Upon death, termination or retirement, an employee (or a deceased employee's beneficiary or estate) shall receive payment equal to twenty-five percent (25%) of such employee's then accrued and unused sick leave hours at the employee's last hourly rate of pay; provided, however, that under no circumstances may an employee's payment for accumulated sick leave exceed sixty-four (64) hours. The twenty-five percent (25%) payment will not be made for unused sick leave if an employee leaves the City during his or her new-hire probationary period.

2. **Option #2 - Annual Sick Leave Cash Out/Conversion:**
   After achieving a certain minimum sick leave balance, employees are able to cash out or convert to vacation leave ten percent (10%) of sick leave earned but not taken during a calendar year. The percentage of unused sick leave eligible to be cashed out/converted will increase to twenty-five percent (25%) and then to fifty percent (50%) upon achieving a significantly higher sick leave balance. Sick leave cash out/conversion is elective. It is the employee's choice whether to participate in the sick leave cash out/conversion program. The employee shall make his/her election of cash out or conversion to vacation leave during the annual election period in January of each year.

Note: Once an employee utilizes Option #2 to participate in the annual sick leave cash out/conversion program, he/she will not be eligible for sick leave cash out under Option #1 (upon termination or retirement).

a) **10% Cash Out:**

Upon achieving a sick leave balance of one-hundred (100) hours, an employee shall be eligible to cash out or convert to vacation leave ten percent (10%) of the sick leave he/she accrued but did not use during the previous calendar year. If cash out is selected by the employee, the employee shall be paid for the unused sick leave at his/her base rate of pay in effect as of December 31 of the year for which sick leave hours are cashed out, and the employee's sick leave balance will be reduced by the amount of sick leave cashed out. If leave conversion is selected by the employee, the employee's vacation leave shall be credited (added) by the same number of hours by which his/her sick leave bank is debited (deducted).

b) **25% Cash Out:**

Upon achieving a sick leave balance of three-hundred (300) hours, an employee shall be eligible to cash out twenty-five percent (25%) of the sick leave he/she accrued but did not use during the previous calendar year. If cash out is selected by the employee, the employee shall be paid for the unused sick leave at his/her base rate of pay in effect as of December 31 of the year for which hours are cashed out, and the employee's sick leave balance will be reduced by the amount of leave cashed out. If leave conversion is selected by the employee, the employee's vacation leave shall be credited (added) by the same number of hours by which his/her sick leave bank is debited (deducted).

c) **50% Cash Out:**

Upon achieving a sick leave balance of seven-hundred twenty (720) hours, an employee shall be eligible to cash out fifty percent (50%) of the sick leave he/she accrued but did not use during the previous calendar year. If cash out is selected by the employee, the employee shall be paid for the unused sick leave at his/her base rate of pay in effect as of December 31 of the year for which hours are cashed out, and the employee's sick leave balance will be reduced by the amount of leave cashed out. If leave conversion is selected by the employee, the employee's vacation leave shall be credited (added) by the same number of hours by which his/her sick leave bank is debited (deducted).

17.07 On-The-Job Injury

An employee who is eligible for sick leave accrual and is injured on the job, shall be paid during any resultant period of disability up to one-hundred twenty (120) days for each new and separate injury, in addition to, and prior to, the use of sick leave accumulations, as provided hereafter in this Section.

1. The employee's eligibility for payment and the extent thereof will be based on the determination of the State Industrial Insurance Division of the Department of Labor and Industries (L&I) under the State Worker's Compensation Act.

2. When the employee is approved for Worker's Compensation time loss payment by L&I, the employee shall be paid an amount by the City which when combined

with the payment received from L&I will equal eighty-five percent (85%) of the employee's normal wage as a nontaxable Worker's Compensation benefit. No federal income tax, Medicare, or State pension withholding shall be withheld by the City. No pension service credit shall be earned. Such payments shall be made during the period of disability up to one-hundred twenty (120) days, and for as long thereafter as the employee's sick leave accruals provide. Payment shall be made according to the following schedule:

a. Employees shall use sick leave accruals during the first three (3) days of on-the-job (OJI) disability leave. The date of injury shall be counted as one of the three days waiting period if time loss occurs on the date of injury.

b. If the employee's claim is determined to be eligible for Worker's Compensation per L&I, and the injury time loss period exceeds fourteen (14) calendar days, then sick leave used during the three (3) day waiting period and any subsequent period while the claim was waiting for L&I's determination shall be returned to the employee. Compensation shall be computed at the eighty-five percent (85%) level as provided above. The employee shall not be allowed to supplement the eighty-five percent (85%) level by utilizing sick leave or other paid leave during the period of eligibility.

c. After the initial one-hundred twenty (120) days of Worker's Compensation disability, the City's supplemental payments to L&I time loss will cease. The employee's sick leave accruals shall then be charged at the rate of one-half (1/2) day per day for any further time loss due to the injury. Compensation shall continue at the eighty-five percent (85%) non-taxable benefit level as provided above.

d. Charges may be made against sick leave accruals, if any, in any case where the City of SeaTac is contesting that the injury occurred on the job. In the event the State determines in favor of the employee, sick leave so charged shall be re-credited to the employee's sick leave accrual balance and all payments in excess of the difference between eighty-five percent (85%) of the employee's regular pay and that received from the State shall be recovered by the City and may be deducted from future payments due the employee from the City. All pension and tax withheld will be adjusted accordingly.

e. If an employee has received payments through the use of paid leave accruals while receiving payments from the State Industrial Insurance Division, the employee shall turn over the payments from the State to the City within twenty (20) calendar days of issuance of the check by the State. Once the State check is received by the City, the employee's leave shall be credited back to the employee based on the compensation amount awarded by the State, but not to exceed the leave amount actually deducted from the employee.

f. All payments made by the L&I to the employee shall be immediately remitted to the City. The employee's pay shall be deducted in the event

L&I's check is not turned over to the City within twenty (20) calendar days of the date of the check's issuance by L&I. Employees injured on-the-job who fail to turn over L&I's payment(s) to the City within twenty (20) calendar days shall be required to sign a statement authorizing the City to deduct the equivalent amount of L&I's check from the employee's pay. This deduction shall be made on the payroll immediately subsequent to the 21st calendar day after the L&I check's issuance.

g. In the event eligibility for payment under the Worker's Compensation Act is denied by the State, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of injury.

h. Upon making such payments as provided for in this Section, the City shall be subrogated to all rights of the employee against any third party who may be held liable for the employee's injuries to the extent necessary to recover the amount of payment made hereunder, provided that where actual recovery is made against a third party hereunder, sick leave charged against the employee's accruals shall be re-credited to the extent such funds reflect recovery for payments attributable to compensated sick leave actually deducted from the employee.

i. In order to limit the obligation of the City for each new and separate injury the City may require the employee to furnish medical proof or submit to a medical examination by a healthcare provider selected by the City at its expense to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the service of the City.

j. Notwithstanding the foregoing, the City's obligation to supplement the income of an employee disabled by an on-the-job injury shall terminate upon the date on which the employee commences receiving disability benefits under any insurance plan paid by the City.

ARTICLE 18 - VACATIONS

18.01 Accrual of Vacation Time

Regular part time employees are not eligible for vacation leave accruals. Each regular full-time employee shall accrue the following number of vacation days:

First Year:	During the first year of employment with the City, employees accrue 12 days of vacation per year (4 hours per pay period).
Second Year:	During the second year of employment, employees accrue 13 days of vacation per year (4.33 hours per pay period).
Third Year:	During the third year of employment, employees accrue 14 days of vacation per year (4.67 hours per pay period).
Fourth and Fifth Years:	During the fourth and fifth years of employment,

	employees accrue 15 days of vacation per year (5 hours per pay period).
Sixth and Seventh Years:	During the sixth and seventh years of employment, employees accrue 17 days of vacation per year (5.67 hours per pay period).
Eighth and Ninth Years:	During the eighth and ninth years of employment, employees accrue 18 days of vacation per year (6 hours per pay period).
Tenth and Eleventh Years:	During the tenth and eleventh years of employment, employees shall accrue 19 days of vacation per year (6.33 hours per pay period).
Twelfth and Thirteenth Years:	During the twelfth through thirteenth years of employment, employees shall accrue 20 days of vacation per year (6.67 hours per pay period).
Fourteenth and Fifteenth Years:	During the fourteenth and fifteenth years of employment, employees shall accrue 21 days of vacation per year (7 hours per pay period).
Sixteenth Year and thereafter:	During the sixteenth year of employment and thereafter, employees accrue 23 days of vacation per year (7.67 hours per pay period).

New hire probationary employees are not eligible to receive or use their vacation leave until after they have successfully completed their probationary period, at which time, their vacation leave accrual shall be retroactive to their date of hire.

18.02 Use of Vacation Time

1. New employees may take vacation after they have successfully completed their probation period.
2. Vacation may be taken for any reason that sick leave may be used after exhaustion of sick leave benefits.
3. Vacation leave shall be approved by the Department Head, or designee, or the City Manager to ensure the least possible interference with operations of the City.
4. Weekends which are not part of an employee's normal work schedule, and holidays shall not be counted as vacation days.
5. Employees shall be entitled to their base wage compensation during vacation time.

18.03 Scheduling of Vacation Time

All vacation leave must be pre-approved by the Department Head, or designee.

Employees requesting to take vacation time off are generally expected to submit their written request at least five (5) working days in advance of taking such leave unless extenuating circumstances exist which prevents such advance notice. This five-day advance notice requirement does not prohibit the Department Head, or designee, from accommodating, at their discretion, requests for vacation time off with less notice.

Once a vacation leave request is received by the Department Head, or designee, a response to approve or deny the request shall be provided to the requesting employee no later than twelve (12) working days after receipt, unless extenuating circumstances

exist which prevents such timely response, in which case, the employee shall be provided an approximate date when such response can be expected.

18.04 Maximum Vacation Accumulation

Each full-time employee shall be entitled to accumulate and to carry over into the following year any unused vacation time earned up to a maximum of the amount of vacation which the employee could have earned over a period of two (2) years. Employees hired on or after January 1, 2012, who are members of the Public Employees Retirement System, Plan 1 (PERS I) are eligible to carry a maximum balance of two hundred and forty (240) hours of vacation leave. Any accumulated vacation time in excess of the maximum amount of vacation time allowed shall expire. It is provided, however, that where an employee has vacation time that would expire because it is in excess of the accrual amounts, and where the employee has made reasonable requests over a reasonable length of time to use vacation time, and for which such requests have been denied because of the work requirements of the Employer, the employee shall be given a time extension to use such vacation time prior to the expiration of such vacation time, with the time extension being determined by the Employer but not being less than one (1) month for each forty (40) hours of vacation time that would expire because of the denied requests to take vacation.

18.05 Payment of Accumulated Vacation Time at Separation of Employment

Upon death, termination or retirement, an employee (or a deceased employee's beneficiary or estate) shall receive payment equal to such employee's then accrued and unused vacation time at the employee's current hourly rate of pay; provided, however, that under no circumstances may an employee's payment for accumulated vacation time exceed the amount of vacation time which the employee could have earned over a period of two (2) years at his/her current rate of accrual.

ARTICLE 19 - HOLIDAYS

19.01 All full-time regular employees shall be granted holidays with pay on the following days:

1. The first day of January, New Year's Day;
2. The third Monday of January, Martin Luther King, Jr. Day;
3. The third Monday of February, President's Day;
4. The last Monday of May, Memorial Day;
5. The fourth (4th) day of July, Independence Day;
6. The first Monday in September, Labor Day;
7. The eleventh (11th) day of November, Veterans' Day;
8. The fourth Thursday in November, Thanksgiving Day;
9. The day immediately following Thanksgiving Day;
10. The twenty-fifth (25th) day of December, Christmas Day;
11. One (1) paid "floating" holiday per year, after completion of one (1) year with the City, at a time to be approved by the Department Head or designee. This holiday must be used within twelve (12) months from the date it is granted.

19.02 If a Holiday falls on a Saturday, the City observes the holiday the Friday before; if a Holiday falls on a Sunday, the City observes the holiday the Monday after. Therefore, there may be years in which the New Year Holiday is observed on December 31st of the prior year resulting in ten (10) observed holidays in the current year and twelve (12)

observed holiday in the prior year. The parties agree that this observance practice does not change the intent of observing eleven (11) holidays per year as stated in Section 19.01.

19.03 Full time employees who work on an observed Holiday shall be paid at one and one-half (1.5) times their normal rate of pay for all hours worked on the observed Holiday in addition to the paid holiday, which is included in their base salary.

ARTICLE 20 - TRAINING

20.01 Reimbursement of Training Costs.
It is the policy of the City to provide and encourage training opportunities, including attendance at workshops and seminars, for as many regular employees as possible, within budget appropriations subject to prior approval by the Department Head. The objective of this policy is to encourage and motivate employees to improve their personal capabilities in the performance of their assigned duties. Tuition and fees for such approved training will be reimbursed upon verification of successful completion of the training.

20.02 Training, tests and renewal fees for employees to maintain certifications, licenses and permits necessary for the performance of their duties and responsibilities will be paid by the City up to a maximum of three (3) times for each certification and renewal. If an employee fails to pass the required test or certification after three times, the employee shall be responsible for the cost of subsequent tests and must take vacation or compensatory time if needed to retest.

ARTICLE 21 - OTHER LEAVES

21.01 Military Leave.

1. The City and the Union acknowledge their mutual responsibility for compliance with the Uniformed Services Employment and Reemployment Act of 1994 and the laws of the State of Washington regarding Veterans as outlined in RCW 38.40.060, and any amendments thereto.
2. Every employee who is a member of the Washington National Guard or of the United States Armed Forces or Reserves shall be granted military leave, with compensation, for a period not exceeding twenty one (21) calendar days during each military year, or as designated by law.
3. Military leave shall be granted in order that the employee may engage in officially ordered military duty and while going to or returning from such duty. Such military leave is in addition to vacation leave benefits.
4. Additionally, any employee, who is a member of the Washington National Guard and who is ordered to active duty, shall be reinstated thereafter as provided for under applicable law.

21.02 Jury Duty Leave.
Upon presentation to the Department Head of a summons for jury duty, an employee shall be granted jury duty leave for such period of time as the employee is required to serve on jury duty. During such leave, the employee will be paid his or her regular

compensation. Any pay that the employee receives for jury duty shall be turned over to the employer.

21.03 Bereavement Leave.

A full-time regular employee shall be granted up to three (3) work days of bereavement leave with pay due to a death in the employee's immediate family. For the purposes of this Section, "immediate family" is defined as: an employee's spouse or State registered domestic partner, parent, step-parent, grandparent, child, stepchild, grandchild, sibling, or the employee's spouse/domestic partner's parent or sibling. Bargaining unit members shall abide by City Policy 3.05 with regard to Bereavement Leave.

21.04 Leave Without Pay

The City Manager may grant a leave of absence up to one (1) year without pay in appropriate circumstances and consistent with the City's best interests. In order to apply, employees must submit a written request to their Department Head, who shall forward the request with comments to the City Manager for a final decision. Vacation Leave and Compensatory Time shall be exhausted before the employee will be granted leave without pay. Said employee shall not accrue vacation or sick leave, nor shall he/she continue to receive health or life insurance benefits during said leave, except that the employee may pay the full premiums for said benefits one (1) month in advance for the period of said leave.

21.05 Job-Protection Leaves

The City and members of the bargaining unit acknowledge and agree to comply with the federal Family Medical Leave Act (FMLA), the State Family Care Act (FCA), the State Domestic Abuse and Stalking Leave, and other applicable provisions of federal and state laws related to job protected leaves. Except in cases of unexpected events, requests for FMLA and/or FLA leave should be submitted to the Human Resources Department at least thirty (30) days prior to the date leave is expected to commence. In addition, employees shall abide by notification and documentation requirements applicable to each leave to be taken. Failure to provide proper notice and documentation or to provide such in a timely manner may result in denial of leave as allowable by applicable laws and regulations.

21.06 Union Leave Bank

Each employee shall be allowed to donate up to two (2) hours of vacation time per year to a Union Leave Bank in accordance with the following provisions:

1. Not more than one-hundred twenty (120) hours shall be donated to the Bank in a calendar year.
2. The amount of leave in the Bank at any given time shall not exceed one-hundred twenty (120) hours.
3. Any leave carried over from one calendar year to the following shall count towards the maximum one-hundred twenty (120) hour donation for that following year.
4. The leave shall be used by Elected Officials or Representatives of the Union to attend official Union functions or conduct Union business.
5. Use of this leave shall be in accordance with the use of vacation time, and as such, shall require Department Head approval.
6. Any use of the Leave Bank shall be authorized by the Union, and the Union will

communicate its authorization to the Employer.

7. Not more than one employee per department may utilize the Union Leave Bank at the same time.

ARTICLE 22 - LEAVE SHARING PROGRAM

A leave sharing program is hereby established for the purpose of permitting City employees, at no additional cost to the City other than the administrative costs of administering the program, to donate sick leave or vacation leave to a fellow City employee who is suffering from, or has a relative or household member suffering from, a severe illness or injury causing him/her to be absent from work for an extended period of time. Shared leave shall be administered in accordance with the City of SeaTac Leave Sharing Policy 1.10.

ARTICLE 23 - REGULAR PART-TIME EMPLOYEE BENEFITS

The employee benefits for regular part-time (RPT) employees covered by this agreement shall be as follows:

1. All RPT employees shall receive ten percent (10%) of base pay in lieu of all leave benefits.

2. RPT employees shall have the option of having pro-rated premiums paid for their medical benefits, based on the number of hours worked in the preceding month. The City shall pay the full cost of dental and vision insurance premiums for these employees.

3. All RPT employees shall be eligible for unpaid leave to be approved based on the criteria for sick leave or vacation leave, whichever may be most appropriate.

4. Because RPT employees are not eligible to accrue or use paid leaves, the following exceptions are provided only for employees who change their employment status from regular full time to regular part-time:
    a. The employees shall keep all leaves (vacation, holiday, compensatory time, sick leave, etc.) previously accrued during their regular full time status in the respective leave banks. While the employees are regular part-time, the employees cannot accrue new leaves.
    b. The employees can use the previously accrued leave in their leave bank(s) according to the applicable specific leave policies/procedures (i.e. request and use of sick leave for sick leave eligible purposes, etc.) for absences during hours the employee is normally scheduled to work during their RPT work schedule. When previously accrued leaves are used, the employees shall be paid at their base hourly rate, not to include the ten percent (10%) of base pay in lieu of all leave benefits in paragraph 1 above.

ARTICLE 24 - VACANCIES

24.01 When a vacancy is created within the bargaining unit, other than a temporary/seasonal vacancy, the employer may, if it so chooses, fill such vacancy by transfer, voluntary

demotion and/or a promotion prior to engaging in a recruitment process. The following procedures will apply in filling regular full time or regular part-time bargaining unit vacancies through recruitment:

1. The employer will post vacancies in-house for a period of five (5) working days. If the employer elects to use this recruitment to potentially fill future vacancies for the same classification within the City, the posting shall clearly indicate such intent. All bargaining unit members who are interested in that job classification are encouraged to apply.
2. For the purposes of this section, regular City employees as well as temporary and seasonal employees shall be eligible to apply for in-house job openings covered by the AFSCME bargaining unit. Temporary and seasonal employees must be currently working and have had a minimum of three (3) months of work experience with the City to be eligible for an in-house opening.
3. The employer may require in-house candidates to update their standard City application or may require them to provide supplemental materials to help assess their job skills. Selection procedures shall be job related.
4. Upon closing of the in-house posting, the employer shall review the application information submitted by all candidates and determine if there are a sufficient number of in-house applicants who meet the minimum qualifications for the position.
    a) If the employer determines there is a sufficient pool of qualified applicants, they will be given the opportunity to participate in an in-house selection process. At the conclusion of the in-house selection process, the hiring authority shall consider all candidates who passed each phase of the selection process. The hiring authority shall then choose to hire one (1) of the in-house candidates or to recruit and test candidates who are not currently City employees.
    b) If the employer determines there is not a sufficient pool of applicants, it is the employer's option whether to recruit additional outside applicants. Those in-house candidates who meet the minimum qualifications will be given the opportunity to participate in the selection process.
5. The same test(s) will be given to all applicants for the same vacancy.
6. The employee shall have the right to review his/her examination results.
7. After a recruitment and selection process has been completed, all candidates who are eligible for hire shall be placed on a non-ranked list of qualified candidates for that job classification. If the employer decides to fill a vacancy for the same job classification within the next twelve (12) months, the employer may go directly to the eligibility list to interview and select a qualified candidate (qualification to be determined by the City) to fill the vacancy, or to start the recruitment process from the beginning as described above.

24.02 Upon promotion to a position at a higher salary range, the employee shall be placed at a step, which is at least five percent (5%) higher than that which is currently paid the employee, but not less than the beginning of the new range, nor shall the salary exceed the top step of the new range.

ARTICLE 25 - INITIAL HIRE OR PROMOTION PROBATION

25.01 New full-time regular employees shall serve a probationary period during their first six (6) months of employment, or one thousand forty (1,040) hours worked in the position, which may be extended based on mutual agreement of the parties. During this time, any terminations are not grievable through the grievance procedure. Part-time regular employees shall serve a probation period of one-thousand forty (1,040) hours worked.

25.02 Existing full-time regular City employees who are promoted shall serve a six (6) month promotional probationary period of one-thousand forty (1,040) hours worked in the promoted position. Part-time regular employees shall serve a promotional probation period of one-thousand forty (1,040) hours. The promotion probationary period may be extended based on mutual agreement of the parties. In the event a promoted employee fails to pass promotional probation, the employee shall be eligible to return to his/her previous position. If the employee voluntarily chooses to revert to his/her previous position within the promotional probation, the employee may do so if the position is vacant. If the position no longer exists, the individual will then be appointed to the next available vacant position in the classification from which he/she was previously promoted and passed probation, or any other position in the bargaining unit for which the employee is qualified; in the case of the latter, a six (6) month promotional probationary period will be required.

ARTICLE 26 - JOB AUDITS

26.01 During the term of this Agreement, employees who believe their jobs are not properly classified may request a job audit from the Human Resources Department. The request shall be submitted using the appropriate form to the employee's Department Head. The Department Head shall complete his/her section of the form and forward to the Human Resources Department within thirty (30) days. The Human Resources Department will apply the following criteria in evaluating reclassification requests:

1. Changed duties that may result from additions, expansions or reductions of responsibilities.
2. Changed qualifications or training for the positions.
3. Consolidation or reassignment of duties which significantly change the positions.

26.02 The Human Resources Department shall review the request and make a recommendation, with supporting rationale, to the City Manager who shall approve or disapprove the reclassification.

26.03 If the employee's position is placed in a higher classification following the requested review, the employee will be paid at the higher classification level retroactive to the date the completed reclassification request is received by the Human Resources Department.

26.04 Upon reclassification in accordance with Section 26.01, to a classification with a higher salary range, the employee shall be placed at a step, which is at least five percent (5%) higher than that which is currently paid the employee, but not less than the beginning of the new range, nor shall the salary exceed the top step of the new range. If the employee is not placed at the top of the new salary range, the employee will be eligible to receive a step increase, based on satisfactory performance, twelve (12) months after the reclassification effective date and annually thereafter, based on satisfactory performance, until the top step of the new salary range is reached. The effective date

(day/month) of the reclassification will be the due date for performance evaluations thereafter.

ARTICLE 27 - CLASSIFICATION PROGRESSION

27.01 The parties have agreed that in certain job classification series in the City, it would be mutually beneficial to the parties to have pre-determined eligibility for progression from the first classification to the second classification within the stated series:

1. Fire Inspector/Plans Examiner 1 to Fire Inspector/Plans Examiner 2;
2. Plans Examiner/Inspector 1 to Plans Examiner/Inspector 2;
3. Permit Technician 1 to Permit Technician 2;
4. Engineering Technician to Senior Engineering Technician;
5. Civil Engineer 1 to Civil Engineer 2; and
6. Public Works Inspector to Senior Public Works Inspector.

27.02 Eligibility to progress from the first to the second classification in the series above (i.e. Engineering Technician to Senior Engineering Technician, Civil Engineer 1 to Civil Engineer 2, etc.) is based on the employee achieving a set of qualifications as defined in the job description of the classification series, i.e. certification in the area, successful years of service, oversight of significant project(s), etc.

27.03 The employee and/or supervisor shall be responsible to provide documentation validating that the specified qualifications of the higher classification have been met. The employee's Department Director will approve or deny the progression based on his/her assessment of whether the employee has met all the qualifications of the higher classification within thirty (30) days of the Director's receipt of the classification progression request, and shall forward it to the Human Resources (H.R.) Department. If the Department Director approves the classification progression, it will be forwarded to the City Manager, via the H.R. Director, for the City Manager's final authorization to implement the classification progression, and the effective date of the classification progression shall be retroactive to the date of the H.R. Department's receipt of the classification progression.

27.04 Once an employee has met the defined qualifications of the higher level classification as outlined above, the employee shall progress (be reclassified) to that higher classification with the following understanding:

1. The employee shall not be placed on a promotion probationary period as a result of the progression;
2. Effective on the date of the employee's progression to the higher level classification, the employee shall be placed in the higher classification's salary range at a step which is at least five percent (5%) above his/her current base salary. The new salary step shall neither be less than the beginning step nor more than the top step of the new salary range.
3. The employee will be eligible to receive a step increase, based on satisfactory performance, twelve (12) months after their progression date and annually thereafter until they reach the top step of the new salary range.

4. The day/month of the classification progression effective date will become the employee's new step increase eligibility date, if applicable, and new due date for future performance evaluations.

ARTICLE 28 - REDUCTION IN FORCE

The language of this Article has been clarified and the interpretation of which has been agreed to between the parties in a Letter of Understanding signed between the parties in November 2010, which is now incorporated into this Agreement as "Attachment B" by this reference. However, Appendices A and B as referenced in the Letter of Understanding shall be replaced by Attachment C of this Agreement, and all references to Article 27 – Reduction in Force, shall be changed to Article 28 – Reduction in Force.

28.01 Authorization of Reduction.

1. The City, in its discretion, shall determine whether layoffs are necessary due to lack of work, lack of funds, or considerations of efficiency. Any ordered reduction in force shall specify which positions within classifications allocated by the Classification Plan shall be vacated and employees holding those positions shall be laid off.
2. Any employee who receives an involuntary reduction in their working hours due to 27.01 (1) above shall be considered a RIF'ed employee.

28.02 Order of Layoffs.

When a reduction in force vacates a class which consists of only one (1) position, filled by one (1) employee, that employee shall be laid off. If a class consists of more than one (1) position or more than one (1) employee, and not all of the positions will be vacated, then the order of layoff of employees shall be on the basis of continuous service in that classification. An employee to be laid off shall be given written notice not less than thirty (30) days prior to the effective date of the layoff.

28.03 Order of Bumping.

If an employee selected for layoff or any employee bumped because of a reduction in force has more seniority than any employee in the next lower classification in a classification series as defined in Attachment C, and the employee is qualified to perform the duties of the lower classification, the employee may bump the least senior employee of that lower classification. Provided that this provision shall not be construed to allow any employee with more seniority to be bumped by an employee with less seniority. For the purpose of this paragraph, a lower classification shall mean any employment classification in the City for which the monthly salary is less than the monthly salary of the classification from which the employee was laid off or bumped.

28.04 Displacement Rights.

28.04.01 In addition to the above rights, an employee may displace a less senior employee in a job classification that the RIF'ed employee held in the past, provided that the employee successfully passed his/her probationary period in the previous job and meets the current minimum requirements for the job.

28.04.02 Displacement into the Municipal Court.

In accordance with General Rule 29 (GR29), the Court maintains full control over the hiring, discipline and termination of Court employees. Non-Court employees

are not eligible to displace any Court employees regardless of whether the employee has earned seniority within a Court position classification in previous years of service with the City.

28.05 Recall.

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled. Furthermore, they may be required to take a physical examination for those classifications requiring such examination at time of initial hire.

Employees eligible for recall shall receive thirty (30) day notice of recall. Such notice shall be by certified mail and the employee must notify the City of his/her intention to return within five (5) working days after receiving the notice of recall. It is the obligation and responsibility of the employee to provide the City with his/her latest mailing address. Failure to respond to a notice of recall shall waive an employee's rights to recall.

28.06 Salary Placement.

Any employee who is recalled or who is bumped to a lower classification shall be placed at the same salary step that he/she was at prior to being laid off or being bumped with the employee being given credit for time served within that salary step.

ARTICLE 29 - HEALTH AND SAFETY

29.01 All work shall be done in a safe, competent, professional manner, and in accord with State, federal and City safety codes and with policies, ordinances and rules relating to safety in the workplace.

29.02 It shall not be considered a violation of this Agreement if any employee refuses to work with unsafe equipment; where proper safety equipment and/or safety training has not been provided; and/or when the facilities and services are not being maintained in a reasonably sanitary and/or safe condition.

29.03 All Employees shall immediately report all unsafe equipment and/or conditions or safety in the workplace concerns to his/her supervisor upon becoming aware of those conditions. Failure to do so may result in disciplinary action.

29.04 The Employer will furnish all employees personal protective equipment necessary to perform their assigned jobs or duties in accordance with the Safety Standards of the State of Washington. All employees will be required to wear said equipment when performing assigned work. Failure to do so may result in disciplinary action.

29.05 Employees required to wear steel-toed protective boots shall be provided purchase credit vouchers or reimbursement for such boots. This credit/reimbursement shall be two hundred dollars ($200.00) every two (2) years; however, when an employee is able to demonstrate the need for repair or purchase due to damage or wear, the City will provide reimbursement up to two hundred dollars ($200.00) per year.

29.06 After the employees have passed their probationary period, regular full time employees

in the PW Maintenance Worker 1 or 2, Parks Operations Worker or Lead, Facilities Maintenance Worker 1 or 2, or Custodian classifications are provided one hundred dollars ($100.00) per calendar year for the purchase of work jeans. The employees shall be responsible to pay any income tax required as a result of this benefit. The employees shall purchase the work jeans and provide an itemized receipt to the City to receive reimbursement for such jeans. Work jeans for which the employee has received reimbursement for all or part of the cost may only be used by the employee for work purposes. Other uniform or clothing allowance/reimbursement may be provided at the discretion of the Department Director as the budget in that department may allow.

ARTICLE 30 - DRUG & ALCOHOL FREE WORKPLACE POLICY

The City and Union agree that the consumption of alcohol and/or the use of controlled substances shall not be permitted at the employers' work sites or while an employee is on duty, nor shall employees be permitted to be under the influence of alcohol or controlled substances while on the job. Members of the bargaining unit shall be subject to the provisions of the City of SeaTac Drug and Alcohol Free Workplace policy #PP-5.02, in order to protect the safety of employees and the public.

ARTICLE 31 - MILEAGE REIMBURSEMENT

Employees who are required to operate their personal vehicles in the performance of their duties for the Employer will be paid a vehicle expense allowance in an amount equal to the expense per mile reimbursement which the Internal Revenue Service allows without supporting records for the calendar year the expense was incurred. The reimbursement must be requested by the employee. It is provided however that requests for reimbursement shall be accumulated until either (1) the total amount to be reimbursed is at least twenty-five dollars ($25.00), or (2) the reimbursements have been accumulated for a period of three (3) months.

ARTICLE 32 - TEMPORARY EMPLOYEES

Temporary (or seasonal) employees shall be considered employees hired to work no more than nine (9) months in any twelve (12) months. Temporary employees shall not be used to supplant or replace bargaining unit employees. The City shall notify the Local Union President of all temporaries performing bargaining unit work. All time constraints held herein shall be based on the position and shall not be started over should another person be placed in the temporary position. Exceptions to this can be made upon signed mutual agreement between the parties.

ARTICLE 33 - SAVINGS CLAUSE

If any 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 thereby and the parties shall on request of either party enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory resolution of such Article.

ARTICLE 34 - ENTIRE AGREEMENT

The agreement expressed here in writing constitutes the entire agreement between the parties and no express or implied statement or previously written or oral statement shall add to or supersede any of its provisions.

ARTICLE 35 - DURATION OF AGREEMENT

THIS AGREEMENT shall be in full force and effect from January 1, 2012 and shall continue through December 31, 2014.

IN WITNESS WHEREOF the parties hereto signed and executed the above and foregoing Agreement this 14th day of September, 2012.

CITY OF SEATAC

By _____
Anh Hoang, Human Resources Director

By _____
Todd Cutts, City Manager

By _____
Tony Anderson, Mayor

Approved as to Form:

_____
Mary Mirante-Bartolo, City Attorney

Attest:

_____
Kristina Gregg, City Clerk

WASHINGTON STATE COUNCIL OF COUNTY & CITY EMPLOYEES, LOCAL 3830

By _____
Eric Proctor, President, AFSCME Local 3830

By _____
Bill Dennis, Staff Representative
AFSCME Council 2

Attachment A

City of SeaTac
AFSCME Represented Positions
Salary Schedule

Position	**January 1, 2012** ***Salary Range***	**July 1, 2012** ***Salary Range***
Accounting Technician	43	43
Administrative Assistant 1	35	35
Administrative Assistant 2	39	39
Administrative Assistant 3	44	46
Associate Planner	51	51
Civil Engineer 1	53	56
Civil Engineer 2	59	62
Code Enforcement Officer	49	49
Community Advocate	48	48
Custodian	34	34
Deputy City Clerk	48	48
Engineering Technician	49	49
Fire Inspector/Plans Examiner 1	50	50
Fire Inspector/Plans Examiner 2	52	52
Facilities Maintenance Worker1	42	38
Facilities Maintenance Worker 2	48	48
GIS Analyst	52	52
Information Systems Technician	48	48
Judicial Support Specialist	39	39
Maintenance Worker 1/Park Operations Worker	42	42
Maintenance Worker 2/Park Operations Lead	48	48
Payroll Coordinator	48	48
Permit Technician 1	38	38
Permit Technician 2	42	42
Permit Technician 3/Coordinator	47	47
Plans Examiner/Inspector 1	50	50
Plans Examiner/Inspector 2	54	54
Police Services Specialist	39	39
Preschool Instructor	25	25
Public Works Inspector	50	50
Recreation Attendant	30	30
Recreation Program Specialist	41	43
Resources Conservation/Neighborhood Programs Coordinator	53	53
Senior Engineering Technician	51	51
Senior Planner	56	58
Senior Public Works Inspector	52	54
Victim Advocate	48	48
Water Quality Technician	50	50

Attachment B

LETTER OF UNDERSTANDING
Reduction in Force – Clarification and Interpretation

The City of **SeaTac** ("City") and the Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees (**AFSCME**), AFL-CIO, Local 3830 ("Union"), hereby affirm their mutual agreement regarding the clarification and interpretation of current collective bargaining agreement language as it applies to Article 28 – REDUCTION IN FORCE.

WHEREAS, the current contract contains language in Article 28 – REDUCTION IN FORCE.

WHEREAS, the contract language has never been applied to any actual layoffs, because the City of SeaTac has never conducted layoffs of any bargaining unit employees in the past.

THEREFORE, the parties have met, discussed this matter, and decided on the following clarifications and interpretations of the language. The regular font text below represents current contract language. The italicized font text is the intended clarifications according to the parties' agreed upon interpretation of the intent of the existing labor agreement:

28.01 Authorization of Reduction.

1. The City, in its discretion, shall determine whether layoffs are necessary due to lack of work, lack of funds, or considerations of efficiency. Any ordered reduction in force shall specify which positions within classifications allocated by the Classification Plan shall be vacated and employees holding those positions shall be laid off.

Clarification: *It shall be the City's right and responsibility to determine whether layoffs or reductions in force (RIF) are necessary. In doing so, the City shall specify the position(s) to be vacated or to reduce in budgeted hours worked. The position(s) shall be identified by classification within a department/division/work group. The identified position(s) shall be vacated or reduced in hours as determined by the City. The employee(s) affected by the reduction in force shall be selected in accordance with Section 27.02 Order of Layoffs.*

2. Any employee who receives an involuntary reduction in their working hours due to *Section* 28.01 (1) above shall be considered a RIF'ed employee.

28.02 Order of Layoffs.

When a reduction in force vacates a class which consists of only one (1) position, filled by one (1) employee, that employee shall be laid off. If a class consists of more than one (1) position or more than one (1) employee, and not all of the positions will be vacated, then the order of layoff of employees shall be on the basis of continuous service in that classification.

Clarification: *If the position selected for reduction in force is a classification with only one (1) position, which is occupied by one (1) employee, that employee shall be laid off or reduced. If the position selected for reduction is in a classification consisting of more than one (1) position occupied by more than one (1) employee, and not all of the positions in the classification will be vacated, the order of layoff or reduction of employees within that classification shall be on the basis of seniority in that classification. The position identified by the City to be vacated or reduced shall be vacated or reduced. If the employee in the identified position is not the least senior employee in that classification within the bargaining unit, the employee shall bump the least senior employee in that classification. The least senior employee in that classification will vacate his/her position and shall be laid off or move to the reduced position vacated by the more senior*

employee who bumped him/her.

Seniority with the City shall be defined as all continuous regular service with the City of SeaTac less any adjustments due to approved leaves of absence without pay of one calendar month or more. The adjustment of seniority due to leaves of absence without pay shall commence for all leaves of absence without pay of one calendar month or more occurring on/after November 1, 2010. All seniority is earned at the same rate for regular full time and regular part-time employees in the City.

Within the employee's seniority with the City, seniority in the classification shall be defined as regular service within that classification and regular service within any higher classification represented by the bargaining unit within the classification series as defined in Attachment C of the labor agreement less any adjustments due to layoffs or approved leaves of absence without pay of a calendar month or more, with such seniority adjustment(s) being made for leaves of absence without pay occurring on/after November 1, 2010. Although seniority can accumulate from a higher compensated classification within the classification series to a lower compensated classification within the same series, seniority cannot accumulate from a lower compensated classification to a higher compensated classification, nor can seniority from one classification be accumulated to another classification outside of the classification series. An employee in an acting capacity shall continue to accrue seniority in his/her regular position's classification and not in the acting position's classification. For job share employees, both primary and secondary employees' seniority for the purpose of layoff and bumping shall be determined using only the more senior partner's seniority. This is because a job share is essentially one (1) position, not two (2) halves; therefore, layoff and bumping into the position shall be treated as one (1) whole position. For example, if the primary employee has five (5) years of seniority in the classification and the secondary employee has one (1) year of seniority in the classification, the job share partnership's seniority is five (5) years. Recall rights shall be based on each job share partner's individual seniority.

If more than one (1) employee has the same amount of seniority in the classification, the tie breaker shall be the employee's continuous service with the City as a regular full time or regular part-time employee.

For the purposes of this Letter of Understanding, "Attachment C of the labor agreement" has been revised to reflect current classifications within the City and is hereby incorporated to this Agreement by this reference. In addition, the City and Union have discussed and agreed on the seniority history for job classifications that have been deleted from the CBA or have become obsolete over time. The parties' agreement regarding ~~to~~ how these former job classifications relate to current job classifications for the purpose of determining a Union member's total "seniority in the classification" is incorporated to this Agreement by this reference as Attachment C.

In the case of layoff, bumping and recall, there shall be no seniority among probationary employees. Upon the successful completion of the probationary period, the employee shall acquire seniority credit retroactive to their date of appointment in the position classification less any adjustments due to layoffs or approved leaves of absence without pay of a calendar month or more. For employees who have passed their new hire probationary period, but have not passed their probationary period in the current classification, the employee's time served of less than six (6) months in their current position shall not count in the current classification. However, if the employee was promoted into the current classification from a lower classification within the same classification series, the probationary months served in the current classification shall count towards the employee's previous lower classification within the classification series, and it shall count towards seniority as a regular employee with the City.

An employee to be laid off shall be given written notice not less than thirty (30) days prior to the effective date of the layoff.

Attachment B

Clarification: *"Notice of Potential Layoff" shall be considered as notice of layoff for the purpose of meeting the notice period in the above paragraph.*

28.03 If an employee selected for layoff or any employee bumped because of a reduction in force has more seniority than any employee in the next lower classification in a classification series as defined in Attachment C, and the employee is qualified to perform the duties of the lower classification, the employee may bump the **least** senior employee of that lower classification. Provided that this provision shall not be construed to allow any employee with more seniority to be bumped by an employee with less seniority. For the purpose of this paragraph, a lower classification shall mean any employment classification in the City for which the monthly salary is less than the monthly salary of the classification from which the employee was laid off or bumped.

Clarification: *An employee selected for layoffs/reduction, or an employee who is bumped out of their position by a more senior employee who would have been laid off/reduced, can bump the least senior employee in the next lower classification within the classification series if the more senior employee is qualified to perform the duties of the lower classification. Seniority, for the purpose of bumping, shall be the employee's seniority in the classification as clarified in Section 28.02. If the employee affected by layoff has more seniority (from the higher classification within the series or from the higher classification combined with this classification's previous seniority) than the least senior employee in the next lower classification in the classification series, the employee has the right to bump the least senior (and only the least senior) employee, regardless of the least senior employee's regular full time/part-time status. If due to the employee's bumping into the least senior position in the eligible classification, the employee's hours of work are involuntarily reduced, the employee shall again be considered a "RIF'ed" employee per Section 28.01 (2), and shall be eligible for secondary bumping rights within the classification the employee bumped into.*

If the employee affected by layoff has less seniority (from the higher classification within the series or from the higher classification combined with this classification's previous seniority) than all of the employees in the next lower classification in the classification series, the employee cannot bump any employee in this next lower classification, in which case the next lower classification will be evaluated until the employee is determined to be ineligible to bump into any equal or lower position within the entire classification series.

Employees affected by layoffs who are eligible to bump shall be notified of their bumping option by the City. Employees shall have three (3) working days (a working day is defined as Monday through Friday, excluding City observed holidays and furlough closure days) from receipt of "Layoff Notice" or "Notice of Potential Layoff" to select their bumping option, if they have any. Employees having bumping rights due to a more senior employee's choice not to "bump" shall have three (3) days from written notification of these bumping option(s) to make their selection.

An employee who is bumping into a classification with the same salary range shall be placed in the same salary step he/she is currently in and shall be given credit for time served in that step. An employee who is bumping into a classification with a different salary range shall be placed in the new salary range at a step closest to but not lower than his/her current salary; however, at no time will the employee be placed at a salary step/rate which exceeds the maximum of the new salary range.

28.04 In addition to the above rights, an employee may displace a less senior employee in a job classification that the RIF'ed employee held in the past, provided that the employee successfully passed his/her probationary period in the previous job and meets the current minimum requirements for the job.

Clarification: *If an employee affected by layoffs has seniority in another job classification outside*

of the classification series from which the employee is being RIF'ed, the employee may displace the less senior employee in that previous job classification within that previous division (a division is defined as reporting to the lowest level non-bargaining unit supervisory position). This is because probationary period is served per position classification within each division. Seniority in classification as clarified in Section 28.02 shall be used in determining seniority for displacing another employee within a previously held classification within a previous division.
In order to displace a currently less senior employee in a previously held job classification, the employee must have successfully passed his/her probationary period in the previous job, meets the current minimum requirements for the job as a new hire would be required to meet, and is qualified and able to perform the duties of the job. The employee will be required to obtain any licenses, certifications, training or other requirements within the timelines specified by the job description that a new hire would be required to obtain. If the employee fails to obtain the requirements of the job description within the timeline specified, the employee may be subject to disciplinary action up to and including termination of employment.

Unlike bumping rights within Section 28.03, which may apply to any position in the City within the eligible classification in which the employee has earned "seniority in the classification" per Section 28.02, ***displacement rights*** *shall only apply to positions within the classification in the division in which the RIF'ed employee previously passed probation and earned seniority within that classification or a higher classification within the classification series in that division. For example, an employee who is being laid off from an Accounting Technician position, who had previously passed probation and earned seniority as an Administrative Assistant 2 (AA2) in the Parks Maintenance Division can only displace the current AA2 who has less seniority in Parks Maintenance if the more senior employee had earned more seniority as an Administrative Assistant 3 or 2 within the Parks Maintenance Division prior to moving to the Accounting Technician position. This RIF'ed employee is not eligible to displace any other Administrative Assistants (1, 2 or 3) within the City outside of the Parks Maintenance Division regardless of his/her seniority within the Administrative Assistant series.*

If the more senior employee is eligible to displace more than one (1) employee with less seniority in a previously held job classification within a qualifying division, the more senior employee shall displace the least senior employee within the previous classification in the qualifying division. If the least senior employee's position results in an involuntary reduction in hours for the displacing employee, the displacing employee may exercise his/her bumping rights within the eligible classification within the qualifying division but may not displace any employees outside of the qualifying division. The less senior employee who is bumped/displaced by the more senior employee who exercised his/her displacement rights within the qualifying division shall then have bumping rights according to Section 28.03 and displacement rights according to Section 28.04 of this Agreement.

Employees outside the bargaining unit at the time of the reduction in force cannot displace/bump any bargaining unit employee. Employees within the bargaining unit at the time of the reduction in force cannot include any seniority earned in non-bargaining unit positions for layoff, bumping or recall purposes.

The order of bumping/displacement for an employee who is eligible for multiple bumping/displacement options shall follow the order below:

1. *Employee shall bump into the least senior employee's position within the same classification (per Section 28.02); then*
2. *Employee shall bump into the least senior employee's position in the next lower classification within the classification series in the order of highest to lowest eligible classification (per Section 28.03); then*
3. *Employee shall displace a less senior employee in a previously held position (per Section 28.04); then*
4. *If the employee is eligible to displace multiple previously held positions as defined above, the order of eligibility to displace currently less senior employees shall follow the*

employee's line of progression. Line of progression is the inverse chronological order in which the employee held the previous eligible positions.

28.05 Recall.
Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled. Furthermore, they may be required to take a physical examination for those classifications requiring such examination at time of initial hire.

Employees eligible for recall shall receive thirty (30) days notice of recall. Such notice shall be by certified mail and the employee must notify the City of his/her intention to return within five (5) working days after receiving the notice of recall. It is the obligation and responsibility of the employee to provide the City with his/her latest mailing address. Failure to respond to a notice of recall shall waive an employee's rights to recall.

Clarification: *Within the two (2) year recall period prior to opening the position vacancy for competitive recruitment in-house or outside the City, the City shall recall employees to job classifications in which the employees are eligible according to the "seniority in the classification" definition clarified in Section 28.02. Only regular City employees as well as temporary and seasonal employees (temporaries/seasonals who are currently working and have had a minimum of 3 months of work experience with the City) are eligible to apply for in-house openings per Section 24.01 (2)(a) of the CBA. Therefore, laid off employees are not eligible to apply for in-house openings.*

"Inverse order of their layoff" shall mean the inverse chronological order in which the employee was laid off from the City, with the most recently laid off employees eligible for recall to that job classification being recalled first. If multiple employees were laid off on the same date, and who have earned seniority in the same job classification, the person with the most seniority in the classification (as clarified in Section 28.02) shall be recalled first.

28.06 Any employee who is recalled or who is bumped to a lower classification shall be placed at the same salary step that he/she was at prior to being laid off or being bumped with the employee being given credit for time served within that salary step.

This Letter of Understanding shall be effective immediately upon signing by the parties.

Signed this 14th day of September, 2012.

FOR THE CITY:

Todd Cutts, City Manager

Anh Hoang, Human Resources Director

Approved as to Form:

Mary Mirante Bartolo, City Attorney

FOR THE UNION:

Bill Dennis, AFSCME Council 2 Staff Representative

Eric Proctor, AFSCME Local 3830 President

Attachment C
City of SeaTac
Classification Series and History
for
Determining the Order of Layoffs
Effective November 1, 2010

I. <u>Cross Departmental Positions</u>

Administrative Support:

Administrative Assistant 3 (includes former Administrative Secretary)
Administrative Assistant 2 (includes former Senior Secretary, Legal Assistant/Senior Secretary, and Administrative Assistant II-Code Enforcement)
Administrative Assistant 1 (includes former Clerical Assistant – Receptionist, Entry Secretary, Receptionist, and General Clerical Entry)

Domestic Violence Advocate:

Victim Advocate
Community Advocate (P/T)

Engineering:

Senior Engineering Technician
Engineering Technician (includes former Engineering Technician II, Engineering Technician I, and Public Works Engineer Aide/Senior

II. <u>Department Specific Positions</u>

Community and Economic Development (Permitting):

Permit Technician 3/Coordinator (includes former Senior Office Technician in Building Division, and Senior Office Technician in Planning)
Permit Technician 2
Permit Technician 1 (includes former Permit Coordination Assistant in Building Division)

Community and Economic Development (Building):

Plans Examiner / Inspector 2 (includes former Plans Examiner II-Electrical, and Plans Examiner II-Mechanical/Plumbing)
Plans Examiner / Inspector 1 (includes former Electrical Inspector, Plans Examiner, and Combination Building Inspector)

Community and Economic Development (Planning):

Senior Planner
Associate Planner

Attachment C

Fire

Fire Inspector/Plans Examiner 2
Fire Inspector/Plans Examiner 1

Parks & Recreation (Facilities):

Facilities Maintenance Worker 2 (includes former Park Operations Lead who performed Facilities work while Facilities was part of the Parks Department [Allen Van], and Maintenance Worker II-Parks/Buildings)
Facilities Maintenance Worker 1 (includes former Maintenance Worker 1 – Facilities)

Parks & Recreation (Maintenance):

Park Operations Lead
Park Operations Worker (includes former Maintenance Worker I-Parks)

Parks & Recreation (Recreation):

Recreation Program Specialist
Recreation Attendant (P/T)

Public Works (Engineering):

Civil Engineer 2
Civil Engineer 1

Senior Public Works Inspector
Public Works Inspector (includes former Public Works Inspector I, and Inspector I)

Public Works (Maintenance):

Maintenance Worker 2
Maintenance Worker 1

<u>Not in Series:</u>

Accounting Technician (includes former Entry Level Accountant, Accounting Clerk-Senior, and Accounting Clerk-Entry)
Code Enforcement Officer
Custodian (includes former Custodial Worker 1)
Deputy City Clerk
GIS Analyst (includes former GIS Technician)
Information Systems Technician
Judicial Support Specialist (includes former Office Technician, Senior Office Technician in Court, Lead Court Clerk, and Court Clerk)
Payroll Coordinator (includes former Senior Office Technician in Finance/Payroll, Budget Technician, and Budget/Finance Analyst)
Police Services Specialist
Preschool Instructor
Resource Conservation/Neighborhood Programs Coordinator (includes former Neighborhood Coordinator)
Water Quality Technician