



# City of SeaTac

## Council Study Session Agenda

September 11, 2012  
4:00 PM

City Hall  
Council Chambers

### CALL TO ORDER:

#### 1. PRESENTATIONS:

- **Council discussion about returning to the Council Committee structure (10 minutes)**

By: Councilmember Pam Fernald

- **State Auditor's Entrance Conference (20 minutes)**

By: Finance Director Aaron Antin / Assistant State Auditor Lorraine Nitta / Assistant Audit Manager Evans Anglin

- **EnviroStars 5-Star Certification to the City (10 minutes)**

By: Public Works Director Tom Gut / EnviroStars Program Manager Laurel Tomchick / Business Field Services Consultant Trevor Fernandes

#### 2. Agenda Bill #3455 – An Ordinance creating 2.5 Full-time Employee's to expedite Sound Transit project reviews (10 minutes)

By: Acting Community & Economic Development Director Gary Schenk / Engineering Development Review Manager Ali Shasti

#### 3. Agenda Bill #3444 – A Motion approving the completion and acceptance of the Resource Conservation Plan (20 minutes)

By: Parks and Recreation Director Kit Ledbetter / Public Works Director Tom Gut / Facilities Manager Pat Patterson

#### 4. Agenda Bill #3446 – An Ordinance authorizing the execution of the 2012-2014 Collective Bargaining Agreement with the Washington State Council of County and City Employees American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local #3830 and amending the City's 2012 Budget (10 minutes)

By: Human Resources Director Anh Hoang

#### 5. Agenda Bill #3447 – An Ordinance authorizing the City's personnel policies and non-represented Classification and Compensation Plan be amended and amending the City's 2012 Budget (10 minutes)

By: Human Resources Director Anh Hoang

#### 6. PRESENTATIONS (Continued):

- **Public Safety Statistics (10 minutes)**

By: Fire Chief Jim Schneider

### ADJOURN:



# City of SeaTac

## Regular Council Meeting Agenda

September 11, 2012

6:00 PM

City Hall  
Council Chambers

*(Note: The agenda numbering is continued from the Council Study Session.)*

**CALL TO ORDER:**

**ROLL CALL:**

**FLAG SALUTE:**

**PUBLIC COMMENTS:** (Speakers must sign up prior to the meeting. Individual comments shall be limited to three minutes. A representative speaking for a group of four or more persons in attendance shall be limited to ten minutes. When recognized by the Mayor or his designee, walk to the podium, state and spell your name, and give your address [optional] for the record.)

**7. PRESENTATION:**

• **Key to the City to Reserve Police Detective Joe Peluso for 50 years of Law Enforcement service to the citizens of King County and the City of SeaTac (10 minutes)**

By: Mayor Tony Anderson / Police Chief Jim Graddon

• **Mayor's Day of Concern for the Hungry Proclamation (5 minutes)**

By: Mayor Tony Anderson

• **Council confirmation of Mayoral appointment of Wendy Morgan and re-appointment of Vickie Molzer to the Hotel/Motel Tax Advisory Committee (5 minutes)**

By: Mayor Tony Anderson

**8. CONSENT AGENDA:**

• **Approval of claims vouchers** (check nos. 99509 – 99510) in the amount of \$88.00 for the period ended August 6, 2012.

• **Approval of claims vouchers** (check nos. 99511 – 99743) in the amount of \$433,270.44 for the period ended August 20, 2012.

• **Approval of claims vouchers** (check nos. 99744 – 99881) in the amount of \$684,745.45 for the period ended September 7, 2012.

• **Approval of payroll vouchers** (check nos. 50843 – 50882) in the amount of \$183,985.42 for the period ended August 15, 2012.

• **Approval of payroll electronic fund transfers** (check nos. 73693 – 73874) in the amount of \$346,938.99 for the period ended August 15, 2012.

• **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$68,942.92 for the period ended August 15, 2012.

• **Approval of payroll vouchers** (check nos. 50883 – 50925) in the amount of \$421,479.69 for the period ended August 31, 2012.

• **Approval of payroll electronic fund transfers** (check nos. 73875 – 74063) in the amount of \$351,292.05 for the period ended August 31, 2012.

• **Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$67,961.09 for the period ended August 31, 2012.

• **Pre-approval or final approval of City Council and City Manager travel related expenses** for the period ended August 28, 2012.

**Approval of Council Meeting Minutes:**

• **Council Study Session** held August 14, 2012

• **Regular Council Meeting** held August 14, 2012

**Agenda Items reviewed at the August 14, 2012 Council Study Session and recommended for placement on this Consent Agenda:**

**8. CONSENT AGENDA:**

**Agenda Bill #3448 – A Motion approving final acceptance of the sealcoating and striping work at various sites**

**Agenda Bill #3443 – A Motion authorizing the City Manager to execute a Design Agreement for the connecting 28<sup>th</sup>/24<sup>th</sup> Avenue South Project**

**Agenda Bill #3445 – A Motion authorizing the City Manager to execute a professional services agreement to update the City's Surface Water Utility Plan**

**PUBLIC COMMENTS (related to the Consent Agenda):** (Individual comments shall be limited to one minute and group comments shall be limited to three minutes.)

**ACTION ITEMS:**

**9. Agenda Bill #3446 – An Ordinance authorizing the execution of the 2012-2014 Collective Bargaining Agreement with the Washington State Council of County and City Employees American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local #3830, and amending the City's 2012 Budget (5 minutes)**

By: Human Resources Director Anh Hoang

**10. Agenda Bill #3447 – An Ordinance approving a revision in the City's Compensation Plan for non-represented employees of the City (5 minutes)**

By: Human Resources Director Anh Hoang

**11. Agenda Bill #3453 – A Motion establishing a Fire Consolidation Exploratory Community Ad Hoc Committee and appointing its members (10 minutes)**

By: Fire Chief Jim Schneider / City Manager Todd Cutts

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

**CITY MANAGER'S COMMENTS:**

**COUNCIL COMMENTS:**

**EXECUTIVE SESSION: Potential Litigation (15 minutes) (RCW 42.30.110 [1] [i])**

**ADJOURN:**

**1. PRESENTATIONS:**

- **Council discussion about returning to the Council Committee structure (10 minutes)**

By: Councilmember Pam Fernald

- **State Auditor's Entrance Conference (20 minutes)**

By: Finance Director Aaron Antin / Assistant State Auditor Lorraine Nitta / Assistant Audit Manager Evans Anglin

- **EnviroStars 5-Star Certification to the City (10 minutes)**

By: Public Works Director Tom Gut / EnviroStars Program Manager Laurel Tomchick / Business Field Services Consultant Trevor Fernandes

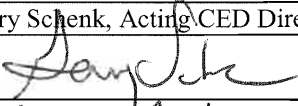




# SeaTac City Council

## REQUEST FOR COUNCIL ACTION

Department Prepared by: **Community and Economic Development**

Agenda Bill #: **3455**

**TITLE:** An Ordinance for 2.5 FTE's to expedite Sound Transit project reviews

<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other		September 7, 2012
Date Council Action Requested: <u>RCM 09/25/2012</u>		
Ord/Res Exhibits: _____		
Review Dates: <u>CSS 09/11/2012</u>		
Prepared By: <u>Gary Schenk, Acting CED Director</u>		
Director: <u></u>	City Attorney: <u></u>	
Finance: <u></u>	BARS #: <u>106.00003.547.10.11.000</u>	
City Manager: <u></u>	Applicable Fund Name: <u>Transit Planning Fund (106)</u>	

**SUMMARY:** The proposed Ordinance creates the full time positions of Civil Engineer 2 and Senior Planner, and part-time position of Administrative Assistant 3 to fulfill our obligations for expedited review included in the Sound Transit Development Agreement. The salary ranges are as follows: Civil Engineer 2 at a range of 59A, Senior Planner at a range of 56, and Administrative Assistant 2 at a range of 39.

**DISCUSSION / ANALYSIS / ISSUES:** As discussed during the South Link Development Agreement review process, Sound Transit has requested that the City of SeaTac provide expedited review and approval of the South Link Light Rail Extension Project. To ensure that the City is adequately staffed, Sound Transit has committed to reimburse the City for additional staff needed to meet this level of service. Specifically, the Development Agreement states that Sound Transit will reimburse the City for 2.5 to 3.8 Full Time Employees (FTE's) dedicated to the project during the balance of 2012 and no less than 3.0 FTE's dedicated to the project for the remainder of the project through the start of the operations in September 2016.

Sound Transit is in support and encourages the City to proceed for immediate recruitment to meet this expedite capacity need. These individuals will work with Sound Transit immediately in 2012 and will work with the design build team to address technical issues and project coordination prior to submission of building permits for review in early 2013. The City anticipates phasing in of these new FTE's as demand builds and the absorption of work with existing staff is no longer feasible. Sound Transit will reimburse for internal staff time not covered by the fees collected for building permits in lieu of hiring the aforementioned FTE's for the term prescribed in the Development Agreement.

**RECOMMENDATION(S):** It is recommended that the Council adopt the Ordinance.

**FISCAL IMPACT:** There is no net financial impact as the funding for the entire 2.5 FTE's being requested is to be reimbursed by Sound Transit per the development agreement that was signed earlier this year. The authorization and initial funding for these positions (in the estimated amount of \$62,500 for the 3 months remaining in 2012 based on \$250,000 per year) is needed so that recruitment may begin immediately to ensure expedite capacity is available to meet this agreement. Since the agreement spans to 2016, these 2.5 FTE's would also be needed and requested as part of the 2013-2014 budget.

**ALTERNATIVE(S):**

- 1) Adopt this ordinance. This would ensure the City has the necessary capacity to meet the expedite requirements included in the terms of the Sound Transit Development Agreement.
- 2) Do not adopt this ordinance. This would mean the City could be in default of the terms of the Development Agreement with Sound Transit and would need to take further action to ensure the City meets the expedited review clause in the Agreement.

**ATTACHMENTS:**

Exhibits

- A. Job Description for Civil Engineer 2
- B. Senior Planner
- C. Administrative Assistant 2

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE of the City Council of the City of SeaTac, Washington to create 2.5 Full Time Employees for the purpose of providing expedited review and approval for the South Link Light Rail Extension Project.

**WHEREAS**, The City Council approved the South Link Light Rail Extension Project Development Agreement (DA) on July 13, 2012; and

**WHEREAS**, The DA states in Section 8.2 (c): “In order to facilitate expedited review and approval of the Project, to obtain a higher level of service than the City would otherwise be able to provide with its existing staff, and to mitigate the direct financial impact of the Project upon the City, Sound Transit shall reimburse the City for the direct costs incurred by the City in excess of the City's typically anticipated costs associated with reviewing plans and performing construction inspections as provided in adopted application and permit fees.....”; and

**WHEREAS**, The City Council has determined that the positions of Civil Engineer 2, Senior Planner, and Administrative Assistant 2 be created;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as follows:**

Section 1. The following positions are hereby added as identified in Chapter 2.65 of the SeaTac Municipal Code. A 2012 budget amendment of \$62,500 is also being requested to fill these positions beginning in October 2012.

<u>Division</u>	<u>Position</u>	<u>Range</u>
Engineering Development Review	Civil Engineer 2	59A
Planning	Senior Planner	56
Engineering Development Review	Administrative Assistant 2	39

Section 2. This Ordinance shall not be codified and shall be in full force and effect immediately after passage and publication as required by law.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012, and signed in authentication thereof on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

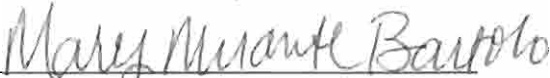
**CITY OF SEATAC**

\_\_\_\_\_  
Tony Anderson, Mayor

ATTEST:

\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary E. Mirante Bartolo, City Attorney

[Effective Date: \_\_\_\_\_]

[Insert File Name]



EXHIBIT A  
**CITY OF SEATAC**

**CLASS TITLE: CIVIL ENGINEER 2**

Salary Range: 59A  
Monthly: \$5,571 - \$7,132  
FLSA: Exempt

Union: AFSCME

**BASIC FUNCTION:**

Under the supervision of the City Engineer, perform professional level civil engineering work including project management of the City's capital projects, and assisting in the Engineering Division's development review process. Plan and conduct engineering studies and projects. Prepare, review plans, and approve engineering plans, manage project budgets and recommend project change orders. Coordinate and manage contracts and services of outside firms. Administer capital improvement project construction contracts. Prepare grant applications.

**DISTINGUISHING CHARACTERISTICS:**

The Civil Engineer 2 is distinguished from the Civil Engineer 1 position by its requirement of a Professional Engineer (PE) license, working in a lead role with assigned staff, managing capital projects of increased complexity and cost, and working more independently. Skill standards that must be met include managing a design consultant contract with a minimum fee of \$200,000 which results in a capital project of a minimum cost of \$1,000,000.

**REPRESENTATIVE DUTIES:**

1. Perform professional engineering duties in the design of civil engineering projects such as surface water management and transportation. Determine the type, size and location of storm water management facilities. Develop plans, specifications, and cost estimates for assigned projects including the City's annual pavement overlay and sidewalk programs. *E*
2. Develop scope of work and fee estimates for projects requiring outside consulting assistance. Participate in the selection of consultants; negotiate and monitor contracts, schedules, and services of consultants to ensure compliance with the City's adopted standards. Review and approve plans prepared by consultants. Approve payments to consultants on assigned projects. *E*
3. Compile and analyze statistical and technical information, maps and other data related to engineering projects and prepare reports concerning projects and related

activities. Develop documentation standards and practices. Maintain detailed record-keeping in accordance with federal, state, and local laws, regulations and standards. *E*

4. Participate in the review and monitoring of commercial development projects, single and multi-family residential projects, subdivisions and short plats. Ensure adherence to Federal, State and Municipal codes and regulations; resolve concerns related to contract specifications, materials, costs, and schedules. *E*
5. Perform technical and regulatory review of engineering plans, specifications and reports needed for development or construction. Approve plans or specify corrective action needed; inspect sites as necessary to ensure compliance with applicable federal, state and local codes and regulations and City policies and procedures. *E*
6. Work in a lead role with other assigned staff. Provide project leadership on assigned projects including establishing and maintaining project schedules and budgets. Provide work direction and guidance to Civil Engineers and Engineering Technicians. Assist with interviewing and employee selection procedures. *E*
7. Serve as a liaison with contractors, architects, staff and the public on project issues. Communicate verbally and in writing with other City Departments, developers, residents, and outside agencies to exchange information, coordinate projects, and analyze, discuss and resolve development and construction issues and concerns. *E*
8. Prepare and deliver presentations to City staff, the City Council and other agencies and organizations as needed for assigned projects. *E*
9. Perform related duties as assigned.

*E* denotes an essential function of the job

#### **KNOWLEDGE AND SKILLS:**

##### **KNOWLEDGE OF:**

- Advanced principles, practices, methods, and techniques of civil engineering.
- Applicable laws, codes, regulations, policies, and procedures.
- Modern engineering methods as applied to the design, project management and construction of public works, public utilities, transportation, storm water management and general construction.
- Construction contract administration principals and practices
- Mathematics and formulas for civil engineering computations
- City organization, operations, policies and objectives.
- Federal, state and local codes, laws and regulations governing development and construction.

- Leadership and teamwork principles and practices.
- General accounting principles.
- Computer software including AutoCAD, GIS, word processing, spreadsheet and data base applications.

**SKILL IN:**

- Developing, monitoring and managing capital improvement projects.
- Developing, coordinating and maintaining documentation standards and practices, reporting and tracking procedures and administrative activities.
- Maintaining effective working relationships with contractors, engineers, architects, staff, and the public.
- Negotiating and managing contracts and services of outside firms to ensure compliance with plans, specifications, schedules, contract provisions, and government regulations.
- Reading, interpreting and applying a variety of regulations, codes, standards and instructions.
- Developing construction documents including plans, specifications, and cost estimates.
- Conducting field evaluations to review systems under construction.
- Communicating effectively both orally and in writing.
- Providing leadership in a teamwork setting.
- Maintaining accurate records and preparing reports.
- Operating a personal computer and software including AutoCAD, word processing, spreadsheet and database applications.
- Coordinating multiple projects.

**REQUIRED EDUCATION AND EXPERIENCE:**

- Bachelor's Degree in Civil Engineering or related field.
- A minimum of four (4) years progressively responsible public works engineering experience required.
- Working independently in a lead role with assigned staff on capital projects of increased complexity and cost. Skill standards that must be met include managing a design consultant contract with a minimum fee of \$200,000 which results in a capital project of a minimum cost of \$1,000,000.
- A combination of experience and training that provides the candidate with the knowledge and skills to perform the job will be considered.

**LICENSES AND OTHER REQUIREMENTS:**

- Professional Engineer (PE) License. If licensed in another State, must obtain a Washington State PE license within six (6) months.
- Valid Washington State driver's license. A three (3) year driving record abstract must be submitted prior to hire.

## **WORKING CONDITIONS:**

### **ENVIRONMENT:**

Work is performed primarily in an office setting with extensive work at a desktop computer. Occasionally works outdoors in all weather conditions to make field inspections at project sites. Some travel to attend professional meetings is expected.

### **PHYSICAL ABILITIES:**

Sitting and operating a computer work station for extended periods of time; walking over rough or uneven surfaces; dexterity of hands and fingers to operate a computer keyboard; seeing to read blueprints, diagrams, maps and work in progress; hearing and speaking to exchange information; lifting and carrying objects weighing up to twenty five (25) pounds; driving a vehicle to conduct work.

### **HAZARDS:**

Hazards include exposure to loud noise; working around moving traffic and/or heavy construction equipment; working and/or driving a vehicle in adverse weather conditions.

Developed: January 2009  
S. Sanderson  
S. Johnson

## EXHIBIT B

# CITY OF SEATAC

**CLASS TITLE: SENIOR PLANNER**

Salary Range: 56  
\$5,173 - \$6,622

FLSA: Exempt

Union: AFSCME

**BASIC FUNCTION:**

Under the direction of the Planning Manager, perform a variety of complex and professional current or long-range planning duties; coordinate municipal planning projects and programs; administer and interpret City zoning and subdivision codes, shoreline codes and local ordinances; provide interpretations and assurance that land use complies with environmental impact requirements under SEPA and other environmental legislation; prepare revisions to elements of the Comprehensive Plan; inform the public, land developers and others of various City zoning code and ordinance requirements; perform lead duties and provide work direction on planning projects as assigned.

**DISTINGUISHING CHARACTERISTICS:**

The Senior Planner is the experienced level and is responsible for performing duties of great complexity and for having project lead responsibilities for some work tasks. The Associate Planner classification performs a variety of current and long-range professional planning duties to assure compliance with various City, State and federal ordinances and regulations.

**REPRESENTATIVE DUTIES:**

*Performs the duties of an Associate Planner in addition to the following:*

1. Plan, organize and participate in a variety of complex and professional current and long-range planning and community development duties including coordinating municipal planning projects and programs and developing project criteria and policies. *E*
2. Provide technical information and interpret long-range planning and policy issues including transportation and capital improvement plans with City departments, local, state and federal agencies and the public. *E*
3. Coordinate planning review activities and develop land use and zoning regulations; analyze long-range effects of current development plans; prepare revisions to elements of the Comprehensive Plan. *E*

## EXHIBIT B

4. Administer and interpret local ordinances and the City's zoning, subdivision and shoreline codes to assure that land use and development comply with a variety of requirements; answer questions and explain and interpret codes and ordinance requirements to the public, land developers, officials and others. *E*
5. Review and process land use applications, proposals, business licenses and building permit applications to assure compliance with codes, ordinances and the Comprehensive Plan; determine and communicate issues regarding the placement of houses, structures and signs; coordinate application review with City staff, affected agencies, citizens and developers regarding technical deficiencies and solutions. *E*
6. Meet and confer with developers, architects, contractors and others regarding development plans; develop checklists, comments and critiques; interpret and explain city, state and federal laws, codes, regulations and requirements. *E*
7. Assist in project review and provide technical direction to assigned planning staff regarding specialized areas of urban planning, including transportation, environmental issues and land use. *E*
8. Assist the Planning Department in the preparation and presentation of reports and recommendations to the Hearing Examiner, City Council, Planning Commission, various committees and public hearings as required; establish hearing dates; produce public notices and postings to announce public hearings regarding various proposed land use projects. *E*
9. Perform related duties as assigned.

*E* denotes an essential function of the job

### **KNOWLEDGE, SKILLS AND ABILITIES:**

*Requires the knowledge skills and abilities of an Associate Planner in addition to the following:*

#### KNOWLEDGE OF:

- Planning principles, practices, regulations and techniques related to land use, environmental review, urban design and transportation.
- Site and urban design principles and practices.
- Environmental impact assessment, analysis and impact statement preparation.
- Permit and site plan review and issuance procedures.
- Principles and practices of supervision and training.

#### SKILL IN:

- Performing a variety of complex and professional planning duties involving coordinating municipal planning projects and programs.

## EXHIBIT B

- Reviewing development projects.

### ABILITY TO:

- Administer and interpret the City's zoning codes.
- Prepare and deliver effective, accurate and concise oral and written reports and graphic presentations related to current and long-range planning.

### REQUIRED EDUCATION AND EXPERIENCE:

- Bachelor's degree in urban or regional planning, geography, urban design or closely related field.
- Three (3) years of increasingly responsible municipal planning experience, including comprehensive planning, land use and current planning experience, environmental analysis and zoning implementation.
- A combination of experience and training that provides the candidate with the knowledge and skills to perform the job will be considered.

### LICENSES AND OTHER REQUIREMENTS:

- Valid Washington State driver's license. A three year driving record abstract must be submitted prior to hire.

### WORKING CONDITIONS:

#### ENVIRONMENT:

Indoor and outdoor work environment.

#### PHYSICAL ABILITIES:

Sitting and standing for extended periods of time; dexterity of hands and fingers to operate a computer keyboard; seeing to review plans and projects; hearing and speaking to exchange information and deliver presentations; walking over rough and uneven surfaces to inspect project sites.

#### HAZARDS:

Contact with dissatisfied or abusive individuals.

Developed: 04/01  
Revised: 02/10 S. Johnson  
10/10 S. Johnson

# EXHIBIT C

## CITY OF SEATAC

**CLASS TITLE: ADMINISTRATIVE ASSISTANT II**

**SALARY RANGE: 39**

**MONTHLY: \$3,400 - \$4,352**

### **BASIC FUNCTION:**

Under the direction of a division manager or supervisor, coordinate and perform a variety of administrative support, secretarial, and clerical duties: type and process records, reports, memos and correspondence; process purchase requisitions, orders, budget documents and other information; distribute assignments and maintain logs; and answer phones for a variety of staff. This classification is distinguished from Administrative Specialist I by the emphasis on advanced and comprehensive secretarial duties, usually for a division or large, complex City program.

### **REPRESENTATIVE DUTIES:**

Perform a variety of secretarial, clerical and public relations duties for the staff of a City division, small department or specialized work unit. *E*

Collect and tabulate data to assist the supervisor with special projects. Prepare routine reports. *E*

Maintain logs and tracking systems for incoming and outgoing correspondence, project schedules, staff assignments, and other specialized materials related to the assigned function. Maintain tickler systems and follow-up with staff as necessary. *E*

Type and distribute letters, contracts, reports and memoranda, including materials of a confidential nature; compose letters requesting or providing information concerning routine matters independently or from oral or written instructions; take notes quickly and accurately. *E*

Provide staff support and administrative assistance to boards and committees; prepare and distribute agenda packets, correspondence and related documents for assigned City boards, committees and task forces; attend meetings, take notes and prepare minutes as directed. *E*

Provide information on City codes, regulations, procedures, systems and issues to other staff and the public in the assigned functional area. *E*

Operate computer software to establish, edit and maintain documents and to create program brochures and graphic arts materials. *E*



## EXHIBIT C

May 1999

Administrative Assistant II - Continued

Page 2

Develop and maintain extensive filing and recording keeping systems. *E*

Process purchase requisitions and orders as needed; maintain adequate inventories of office supplies; determine and order office supplies and equipment according to established guidelines. *E*

Assist in the assembly of division or department budgets by collecting data for supervisor and typing documents; maintain budget and financial records and files. *E*

Receive, sort, open and distribute mail for assigned function. *E*

Perform customer service activities: answer telephone calls; schedule appointments and meetings; explain programs, policies and procedures within the scope of authority; provide information of general or limited technical nature; take messages and refer callers to appropriate person or department. *E*

Prepare and schedule travel arrangements for staff; assure proper accounts are charged and complete required documentation for reimbursements. *E*

Inspect reports, records and other data for accuracy, completeness and compliance with established standards. *E*

Operate office equipment and machines such as personal computers, typewriters, dictating machines, calculator, copier, and FAX machine. *E*

Train and provide work direction to other support personnel as assigned; assist and back up other secretarial staff as needed. *E*

Perform related duties as assigned.

### KNOWLEDGE AND ABILITIES:

#### KNOWLEDGE OF:

Modern office practices, procedures and equipment.

Alpha and numeric filing systems.

Financial and statistical record-keeping techniques.

Operation of a computer terminal.

Word processing and desktop publishing software applications used by the City.

Oral and written communications skills.

## EXHIBIT C

Telephone techniques and etiquette.

Correct English usage, grammar, spelling, punctuation and vocabulary.

**May 1999**

**Administrative Assistant II - Continued**

**Page 3**

Interpersonal skills using tact, patience and courtesy.

Applicable laws, codes, regulations, policies and procedures.

### ABILITY TO:

Perform administrative support and secretarial duties with speed and accuracy.

Learn to interpret, apply and explain laws, codes, regulations, policies and procedures.

Learn department and program objectives and goals.

Perform clerical accounting duties in the maintenance of assigned accounts.

Communicate effectively both orally and in writing.

Add, subtract, multiply and divide quickly and accurately.

Understand and work within scope of authority.

Establish and maintain cooperative and effective working relationships with others.

Meet schedules and time lines.

Type at 50 words net per minute from clear copy.

Transcribe material from transcription machine tapes or notes with speed and accuracy.

Train and provide work direction to others as assigned.

Operate word processing hardware and software used by the City.

Operate modern office equipment such as a typewriter, personal computer, copy machine and adding machine.

Maintain records, files and filing systems.

### **REQUIRED EDUCATION AND EXPERIENCE:**

Any combination equivalent to: graduation from high school and three (3) years secretarial experience.

### **LICENSES AND OTHER REQUIREMENTS:**

Some positions in this class may require a valid Washington driver's license.

### **WORKING CONDITIONS:**

#### ENVIRONMENT:

Office environment, driving a vehicle to conduct work.

## EXHIBIT C

### PHYSICAL ABILITIES:

Dexterity of hands and fingers to operate office equipment, sitting and operating a computer keyboard for extended periods of time, hearing and speaking to exchange information, bending and reaching to retrieve and maintain files, lifting and carrying boxes and other objects weighing up to 20 pounds.

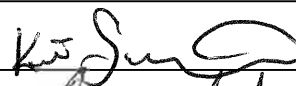
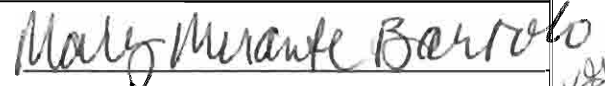


**May 1999**

**SeaTac City Council**  
**REQUEST FOR COUNCIL ACTION**

Department Prepared by: Parks & Recreation

Agenda Bill #: 3444

TITLE: A Motion approving the completion and acceptance of the Resource Conservation Plan.

September 4, 2012	
__ Ordinance __ Resolution <u>X</u> Motion __ Info. Only __ Other	
Date Council Action Requested: <u>RCM 9/25/12</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>CSS 9/11/12</u>	
Prepared By: <u>Kit Ledbetter, Parks &amp; Recreation Director</u>	
Director: <u></u>	City Attorney: <u></u>
Finance: <u></u>	BARS #: <u>Various</u>
City Manager: <u></u>	Applicable Fund Name: _____

**SUMMARY:**

This Motion approves the completion and acceptance of the Resource Conservation Plan.

**DISCUSSION / ANALYSIS / ISSUES:**

In November of 2011 the City Manager directed staff to implement the Environmental Strategic Initiative (ESI) which entailed completion of a Resource Conservation Plan in order to guide the future City resource conservation planning, education, and policies. City Manager, Todd Cutts, directed the Public Works and Parks and Recreation Departments to manage the Resource Conservation Plan that was to be completed in 2012 and formally approved by the City Council.

Resource conservation is an important strategy to reduce consumption of natural resources, educate staff, and save money on utility bills. We are setting a positive example for our community and businesses to reduce costs through resource conservation. We are faced with less revenue to operate our City budgets and we need to be leaner and greener in our operations in order to reduce costs. Reducing energy use is the least expensive way to reduce and preserve natural resources. The Resource Conservation Plan describes how the City of SeaTac will achieve energy conservation. The plan addresses practices that use water and generate garbage in conjunction with existing City programs. The plan will focus on behavioral and operational opportunities to reduce energy and water consumption, rather than capital projects. However, capital projects are essential components to the City's overall reduction goals.

The City is committed to the reduction in use of natural resources and lower utility bills. The initial team was comprised of Co-Chairpersons Tom Gut, Pat Patterson and Kit Ledbetter, with representatives from Parks (Roger Chouinard), Public Works (Trudy Olson), Fire (Brian Wiwel), and Finance (Bart Perman). The staff will present the final report and answer questions.

**RECOMMENDATION(S):**

It is recommended that the City Council approve the completion and acceptance of the Conservation Plan.

**FISCAL IMPACT:**

Approval of the Resource Conservation Plan has no direct fiscal impact; however we have lowered the energy costs in 2011 and expect to continue to lower natural resources use and energy costs for the City of SeaTac. Additional energy costs will be reduced with funding of future capital projects.

**ALTERNATIVE(S):**

- 1) Do not approve the completion of the Resource Conservation Plan at this time.
- 2) Change the recommendations and request the Resource Conservation Plan be brought back to the City Council at a later date.

**ATTACHMENTS:**

Conservation Resource Plan

City of SeaTac

# Resource Conservation Plan



## **Co-Chairs:**

Kit Ledbetter, Parks and Recreation Director

Tom Gut, Public Works Director

Pat Patterson, Facilities Manager

## **Resource Conservation Team:**

Bart Perman

Brian Wiwel

Roger Chouinard

Trudy Olson

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## MEMORANDUM

To: All Concerned Staff Members  
From: Todd Cutts, City Manager <sup>TC</sup>  
Date: November 3, 2011  
Re: Environmental Strategic Initiative (ESI)

---

Recently, Parks and Recreation Director Kit Ledbetter and Facilities Manager Pat Patterson shared with me the idea of creating an Environmental Strategic Initiative (ESI) at the City of SeaTac. The goal of the ESI will be to examine resource conservation within City facilities in order to reduce City costs as well as to have the City play its part in reducing the consumption of valuable natural resources. In these difficult economic times, we are faced with flat/declining revenues and steadily increasing expenditures. As such, we need to be leaner and greener in our operations in order to reduce costs. Reducing energy use is an inexpensive way to reduce costs and preserve natural resources. As such, I have asked that this effort be strategically advanced in cooperation with other relevant City departments

The first step of the ESI will be to complete a Resource Conservation Plan. This plan will serve to guide future operational functions of City facilities as well as planning, education of staff, and regulation of standards. The Resource Conservation Plan will describe how the City of SeaTac will achieve energy conservation and cost savings. The plan will define annual goals for cost savings and resource conservation. The plan will also address practices that use water and generate garbage in conjunction with existing City programs. The plan will focus on behavioral and operational opportunities to reduce energy and water consumption, rather than capital projects. However, future capital projects may also be considered, as they are essential components to the City's overall reduction goals. The plan will be a working document that will be revised as strategies are implemented.

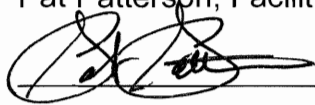
I am directing the Parks and Recreation Department to manage the Resource Conservation Plan with the goal of completion and formal adoption in 2012. The initial team will be comprised of Co-Chairpersons Pat Patterson and Kit Ledbetter, with representatives from Parks, Public Works, Fire, and Finance Departments. This team will help with the writing of the Resource Conservation Plan and will assist with the implementation of this plan.

The City is committed to reducing costs and the conservation of resources. Thanks in advance for committing to participate in this endeavor.



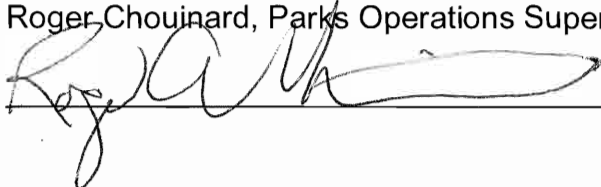
## Resource Conservation Plan Signatures

Facilities Division  
Pat Patterson, Facilities Manager



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Parks Division  
Roger Chouinard, Parks Operations Supervisor



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Recreation Division  
Kit Ledbetter, Parks & Recreation Director



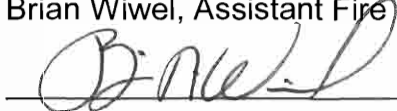
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Public Works Department  
Tom Gut, Public Works Director



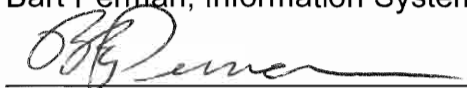
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Fire Department  
Brian Wiwel, Assistant Fire Chief



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I.S. Systems Division  
Bart Perman, Information Systems Manager



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## **Executive Summary**

The City of SeaTac is developing and expanding its municipal energy efficiency and water conservation efforts, in addition to continuing its commitment to proper waste management and pollution prevention, in order to save money and be environmentally responsible. SeaTac recognizes that City operations consume a significant amount of energy and water each year.

The Facilities Manager is responsible for reducing energy use at six City owned and operated buildings and the Parks Operations Supervisor is responsible for reducing water and energy at four outdoor restroom buildings and seven parks. Savings are expected with the approval for implementation of the Resource Conservation Plan.

The following Resource Conservation Plan describes energy reduction goals for the departments that operate in municipal facilities. By signing onto this plan, each department agrees to assist with facility audits, data analysis, and to reduce energy and water consumption, as well as solid waste generation.

This plan is a working document that will be revised as strategies are implemented. The plan describes what has already been completed and what is planned in the near future to be done.

### **Goals:**

#### 2012

- Complete and receive City Council approval on a Resource Conservation Plan.
- Expand EnviroStar certification to all City facilities.

#### 2013

- Develop an action plan for City buildings to include:
  - Energy Star certification for City Hall
  - Conduct energy audits at all city buildings
- Develop a City Resource Use Policy
- Identify projects for energy conservation to include but not limited to:
  - Replace some City Hall single pane windows with double pane windows
  - New water spray park should recycle water
- Resource Conservation Team to meet on at least bi-annual basis

### **Why are we completing a Resource Conservation Plan?**

The Resource Conservation Plan will describe to the SeaTac Community and the City Council what we are doing and plan to do to better manage our natural resources and reduce our costs for energy and water. We will show and celebrate the conservation efforts we have already achieved. In this report we will describe in detail the short and long term resources conservation plans. It is our hope to change staff's thinking to be more conservation orientated and set general guidelines for them to follow. The plan will be a working document that will be revised as needed.

### **Why does this matter?**

- Save City money in long term
- Reduce resource consumption
- Reduce City operations impact on environment
- Support employee environmental efforts in the work place
- Sets an example for community and businesses

### **Resource Conservation Plan Focus**

The following Resource Conservation Plan will describe how the City of SeaTac will achieve energy conservation. This plan will also address practices that use water and generate waste in conjunction with existing City programs. This plan will focus on behavioral and operational opportunities to reduce energy and water consumption, rather than capital projects. However capital projects are an essential component to the City's overall reduction goals. Additional City environmental initiatives related to resource conservation are also described in this document in order to show the greater context of the resource conservation activities.

### **Staff and Team Resources**

The City is committed to the reduced use of natural resources and lower utility bills. The initial team will be comprised of Co- Chairpersons Tom Gut, Pat Patterson and Kit Ledbetter, with representatives from Parks, Public Works, Fire, and Finance Departments. This team wrote the Resource Conservation Plan and will assist with the implementation of this plan.

### **SeaTac's Existing Environmental Initiatives and Guidelines**

The City of SeaTac has several existing initiatives and policies that will guide the conservation efforts proposed in this plan. These include plans or resolutions adopted by the City Manager, City Council, and by Departments. The Resource Conservation Plan is not a policy document, but rather a subset of the other practices that already exist. The plan is organized into five areas, each with separate objectives, strategies, and performance indicators:

1. General
2. Energy
3. Water
4. Agricultural/Landscaping
5. Hazardous Waste

The City Manager set up the original steering committee that will evolve as needed with the leads from the Public Works and Parks & Recreation Departments. The group has met approximately once to twice a month to develop this plan.

## Resource Use Baseline

The Resource Conservation Plan has established a base line use for electricity and natural gas use. Electricity is measured in kilo-watt hours (kWh), natural gas is measured in therms and water is measured in cubic feet. The baseline was developed for each City building based on averaging the 2009 and 2010 annual bills.

<u>Building Site</u>	<u>Electricity</u>	<u>Gas</u>	<u>Water</u>	<u>Total</u>
City Hall	\$118,328	\$0	\$9,482	\$127,810
Community Center	\$27,240	\$18,092	\$1,965	\$47,297
Maintenance Facility	\$9,514	\$4,354	\$997	\$14,865
Valley Ridge Center	\$8,333	\$3,260	\$1,061	\$12,654
Fire Station 45	\$22,041	\$14,639	\$1,463	\$38,143
Fire Station 46	\$23,493	\$8,370	\$4,255	\$36,118
Fire Station 47	\$2,663	\$1,274	\$786	\$4,723
Angle Lake Park Restroom	\$768			\$768
	<b>\$212,380</b>	<b>\$49,989</b>	<b>\$20,009</b>	<b>\$282,378</b>

<u>Irrigation Site</u>	<u>Water</u>
Valley Ridge Park	\$17,058
Angle Lake Park	\$7,599
North SeaTac Park	\$15,740
Community Center Park	\$6,199
Maintenance Facility grounds	\$2,708
Sunset Park	\$8,463
Botanical Garden	\$7,218
	<b>\$64,985</b>
	<b>\$64,985</b>
	<b>\$347,363</b>

## **Guidelines**

The City is striving toward overall resource conservation and an environmentally healthy sustainability strategy requires cross-departmental collaboration.

## **General**

### Current Practices

#### *Reuse/Reduction/Recycling:*

- ✓ Store all waste types by separating for reuse, recycle, and proper disposal
- ✓ Communicate electronically
- ✓ Reduce paper usage by printing one document and circulating for everyone on a list to view, rather than print individual copies for each person
- ✓ Recycle all ink toner/cartridges
- ✓ Use Industrial Materials Exchange (IMEX) to manage extra materials and/or purchase inexpensive raw materials
- ✓ Policy on Recycled Product Procurement – Ordinance No. 93-1015
- ✓ Provide for recycling and organic collection

#### *Environmental Stewardship:*

- ✓ Participate in the city facility food composting program. When purchasing for a meeting consider reusable or accepted compostable kitchen/meeting supplies
- ✓ Reduce business-related travel by increasing electronic meetings, conference calls, webinar trainings; carpool
- ✓ Addition of Leaf vehicle and electric charging station
- ✓ Protect water quality by preventing dirty wash water from entering the storm drain system when cleaning vehicle fleet on-site
- ✓ Educate and train employees about pollution prevention, conservation, recycling and reducing environmental footprint in routine meetings, trainings, in-house newsletters
- ✓ Encourage employee commute reduction activities, ride sharing, and telecommuting
- ✓ Maintain fleet on regular basis to reduce air/water pollution
- ✓ Replace older standard light bars on fleet trucks with LED light bars, and purchase new power equipment with noise reduction and lower emissions
- ✓ Reduce business-related travel by increasing electronic meetings, conference calls, webinar trainings)

#### *Leadership:*

- ✓ EnviroStars Certification
- ✓ Rainbird and Maxicom scheduled training in-house is open to other cities and landscapers
- ✓ Sponsor environmental projects in the community (tree-planting, community gardens, adopt-a-stream/park/road, and neighborhood cleanups)
- ✓ City's Small Business Assistance Recycling Program provides free waste audits and consultations from Corporate Recycling Services
- ✓ Collaborate with local schools, as with the Eco-Office Audit and Recycling Events

- ✓ Share information, strategies, educational materials on reducing waste/chemicals/hazards to employees, community businesses and residents; lead by example

### Future Objectives

- Consider emissions when purchasing vehicles and motorized equipment; purchase hybrid, electric, biodiesel vehicles when feasible
- Participate in utility conservation and retrofit programs
- Incorporate “greener” building materials and designs into facilities
- Continue to expand to sponsor environmental projects in the community (tree-planting, community gardens, adopt-a-stream/park/road, and neighborhood cleanups)
- Provide reusable or accepted compostable kitchen/meeting supplies
- Reduce vehicle idling
- Post our EnviroStars goal(s) and/or environmental responsibility policy
- Recognize or offer incentives to employees for their resource conservation, environmentally preferable innovations and “green” ideas
- Set up a materials reuse/exchange station or board
- Be a leader in environmental stewardship by providing on-site tours/classes to the commercial community to educate and share ideas and trainings
- Continue to educate and train employees about pollution prevention, conservation, recycling and reducing environmental footprint; encourage suggestions for improvement

## **Energy Conservation**

### Current Practices

#### *City Hall:*

- ✓ Motion sensors, LED and/or increased natural lighting
- ✓ Purchase energy efficient lighting and appliances as needed
- ✓ Non-business hours turn down a/c, lights, heat
- ✓ Exhaust heat recovery heat pump
- ✓ Direct digital controls for HVAC system
- ✓ Replacement of HVAC chiller with more efficient unit with variable speed drives

#### *Community Center:*

- ✓ Non-business hours turn down a/c, lights, heat
- ✓ Direct digital controls for HVAC system
- ✓ Installed energy efficient lighting in gymnasium
- ✓ Install energy efficient lighting on exterior of building
- ✓ Replacement of the gym rooftop HVAC units with more efficient units
- ✓ Digital control of gym economizers

#### *Fire Stations:*

- ✓ Replacement of Fire Station 46 with updated energy efficient building

## Recommended Temperature Settings for City Facilities

Area	Occupied Set Points		Unoccupied Set Points	
	Heating	Cooling	Heating	Cooling
Offices	70	74	60	85
Meeting Rooms & Council Chamber	70	74	60	85
Locker/Fitness Rooms	68	74	60	85
Work & Copy Rooms	70	74	60	85
Computer Labs	70	74	60	85
Maintenance Shops	67	74	60	85
Gyms	67	74	60	85
Kitchens	67	74	60	85
Restrooms	68	74	60	85
Hallways & Common Areas	68	74	60	85
Storage Rooms	65	74	60	85

### Future Objectives

- Energy Star Certification for City Hall
- City office equipment programmed by Information Systems to energy saving settings (double-sided printing, standby/sleep mode for monitors).
- Office computers programmed at energy saving settings (standby/sleep mode for monitors either individually or by Systems Administrator).
- Use Industrial Materials Exchange (IMEX) to manage extra materials and/or purchase inexpensive raw materials
- Replacement of single glazed windows (City Hall - in 2013 CIP)
- Replacement of Fire Stations 45 and 47 with new energy efficient buildings

## Water Conservation

*(Inside facility buildings – separate from agricultural practices)*

### Current Practices

- ✓ Program water heating to optimize energy savings and use on-demand water heating system
- ✓ Use low-flow timed water faucets and low-flow water aerators

### Future Objectives

- Perform water usage baseline and audit for facilities
- When replacing facility water use items, install low-flow toilets and WasterSense labeled fixtures
- Continue to work toward future water conservation techniques such as our current low-flow water faucet aerators
- Water spray park to use recirculation water system

## Agricultural/Landscaping

### Current Practices



- ✓ Composting of organic material
- ✓ Low impact landscaping.
- ✓ Water conservation is priority through good design, maintenance and scheduling in regard to irrigation/watering
- ✓ Crews practice integrated pest management (IPM), using least hazardous methods for pollution prevention

#### Future Objectives

- On site chipping of organic debris

## **Hazardous Waste**

#### Current Practices

- ✓ Earned 5-Star EnviroStars Certification
- ✓ Label, handle and store appropriately according to BMP
- ✓ Look into materials that are not hazardous and incorporate hazardous product reduction into purchasing agreements

#### Cleaning:

- ✓ Provide/maintain: spill kits, posted spill response plan, MSDSs
- ✓ Document all hazardous wastes handled off-site (receipts, manifests, bills of lading, DOT shipping papers, vendor certificates, and solid waste clearances)
- ✓ Request/use environmentally preferable cleaning products (e.g. nonchlorinated, butyl-free, pH between 5-12, low or no VOC). Use cleaning products such as those with a Green Seal or EcoLogo certification

#### Storage:

- ✓ Flammable materials kept in chemical safety storage units and/or directed by fire department
- ✓ Proper storage of fluorescent bulbs/tubes
- ✓ Follow stormwater BMP for outside storage of materials and activities
- ✓ Train employees, use labels and post signage to keep different waste types separated for reuse, recycle, and proper disposal, and monitor regularly

#### Purchasing:

- ✓ Purchase computers/electronics that use alternatives to halogenated flame retardants
- ✓ Use a centralized inventory system to minimize waste/expired products/duplicate orders

#### Future Objectives

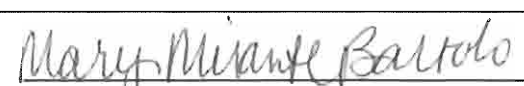
- Incorporate hazardous product reduction into purchasing agreements. Ask suppliers if they offer less hazardous alternatives; request/use environmentally preferable cleaning items such as products with a Green Seal or EcoLogo certification.
- Agricultural/landscaping crews continue to practice integrated pest management (IPM), using least hazardous methods
- Maintain 5-Star EnviroStars Certification

**SeaTac City Council**  
**REQUEST FOR COUNCIL ACTION**

Department Prepared by: Human Resources

Agenda Bill #: 3446

**TITLE:** A Ordinance authorizing the execution of the 2012-2014 collective bargaining agreement with the Washington State Council of County and City Employees American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local #3830 and amending the City's 2012 budget.

<i>September 5, 2012</i>	
<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
<b>Date Council Action Requested:</b> <u>RCM 9/11/2012</u>	
<b>Ord/Res Exhibits:</b> <u>Exhibit A—Proposed Collective Bargaining Agreement</u>	
<b>Review Dates:</b> <u>OPMA Exempt Meeting 7/24/2012 and 8/14/2012; CSS 9/11/2012</u>	
<b>Prepared By:</b> <u>Anh Hoang, Human Resources Director</u>	
<b>Director:</b> <u></u>	<b>City Attorney:</b> <u></u>
<b>Finance:</b> <u></u>	<b>BARS #:</b> <u>Various</u>
<b>City Manager:</b> <u></u>	<b>Applicable Fund Name:</b> <u>Various</u>

*MM*  
*MR*

**SUMMARY:** The proposed Ordinance authorizes the execution of the 2012 through 2014 collective bargaining agreement between the City and AFSCME, Local #3830. In addition, the Ordinance amends the City's 2012 budget to reflect adoption of the new agreement.

**DISCUSSION / ANALYSIS / ISSUES:** The current labor agreement between the City of SeaTac and the AFSCME, Local #3830, representing non-exempt professional, technical and administrative employees of the City of SeaTac, expired on December 31, 2011. City and Union representatives have been negotiating a successor agreement since October, 2011. The parties reached a tentative agreement during the negotiation process on August 14, 2012. The Union membership has ratified the tentative agreement. The City Manager is seeking the City Council's approval of the collective bargaining agreement as negotiated and tentatively agreed with the Union. In addition, the proposed Ordinance amends the City's 2012 budget to appropriate the additional funds necessary to execute the collective bargaining agreement as adopted.

**RECOMMENDATION(S):** It is recommended that the Ordinance be adopted.

**FISCAL IMPACT:** For 2012, the total fiscal impact for the tentative agreement is estimated at \$176,292 for wage related increases and \$113,163 for health insurance premium increases, totaling \$289,455. During the 2012 budget development process, the Council factored into the adopted budget the full health insurance premium cost increase and a two percent (2%) cost of living adjustment (COLA) for employees of this bargaining unit. Therefore, it is necessary to appropriate additional funds, equivalent to \$78,354, to reflect the additional wage related costs of the Agreement.

By adopting this Ordinance, the City Council is also authorizing City Administration to include the anticipated personnel costs of the Agreement into the 2013-2014 biennial budget development process for Council's approval. In each of the 2013-2014 year, the proposed labor agreement will provide members of the bargaining unit with 95% of the CPI-W (Seattle/Tacoma/Bremerton, June index) for COLA and a longevity pay plan. In return, bargaining unit members have agreed to increase their own contribution towards medical insurance premiums for themselves and their family member(s) enrolled in the City's Regence medical insurance program by approximately one percent (1%) per year. The 2013 COLA is anticipated to be 2.57% (95% of the June CPI-W).

**ALTERNATIVE(S):** Do not adopt the Ordinance. However, if the Council rejects the tentative agreement, the entire contract will be sent back to the bargaining table to continue forth in the collective bargaining process.

**ATTACHMENTS:** None.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE of the City Council of the City of SeaTac, Washington authorizing the execution of the 2012 through 2014 collective bargaining agreement between the City of SeaTac and the Washington State Council of County and City Employees American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local #3830 and amending the City's 2012 Annual Budget.

**WHEREAS**, the Washington State Council of County and City Employees American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local #3830 has been certified as the bargaining representative for the non-exempt professional, technical and administrative employees of the City of SeaTac; and

**WHEREAS**, the City's most current collective bargaining agreement with AFSCME, Local #3830 governing wages, hours and working conditions for the covered employees provides for a term which expired on December 31, 2011; and

**WHEREAS**, the City and the bargaining representatives have negotiated a successor agreement, effective from January 1, 2012 through December 31, 2014, which incorporates agreed provisions and terms; and

**WHEREAS**, the AFSCME, Local #3830 has ratified the tentative agreement;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as follows:**

**Section 1.** The collective bargaining agreement for 2012 through 2014 by and between the City of SeaTac and the Washington State Council of County and City Employees American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local #3830, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference, is hereby approved, and the City Manager and Mayor are authorized to execute the same on behalf of the City.

**Section 2.** The 2012 Annual City Budget shall be amended to increase the expenditures by \$78,354 in the funds and amounts listed below:

<u>Fund/Fund Name</u>	<u>Amount of increased expenditure</u>
001/General	\$66,159
102/Street	\$ 5,184
307/Transportation Capital	\$ 3,274
403/Surface Water Management	\$ 3,737
TOTAL 2012 BUDGET ADJUSTMENT	\$78,354

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012, and signed in authentication thereof on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

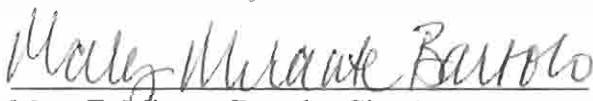
**CITY OF SEATAC**

\_\_\_\_\_  
Tony Anderson, Mayor

ATTEST:

\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

  
Mary E. Mirante Bartolo, City Attorney

[Effective Date: \_\_\_\_\_]

[2012-2014 AFSCME Contract]

*PROPOSED*

**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 (30<sup>th</sup>) 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 be 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's 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 Health 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 Health 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.

<b>Medical Coverage</b>	<b>January 1, 2012 through December 31, 2012</b>	<b>January 1, 2013 through December 31, 2013</b>	<b>January 1, 2014 through December 31, 2014</b>
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 21<sup>st</sup> 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:

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

<u>Sixth and Seventh Years:</u>	employees accrue 15 days of vacation per year (5 hours per pay period). During the sixth and seventh years of employment, employees accrue 17 days of vacation per year (5.67 hours per pay period).
<u>Eighth and Ninth Years:</u>	During the eighth and ninth years of employment, employees accrue 18 days of vacation per year (6 hours per pay period).
<u>Tenth and Eleventh Years:</u>	During the tenth and eleventh years of employment, employees shall accrue 19 days of vacation per year (6.33 hours per pay period).
<u>Twelfth and Thirteenth Years:</u>	During the twelfth through thirteenth years of employment, employees shall accrue 20 days of vacation per year (6.67 hours per pay period).
<u>Fourteenth and Fifteenth Years:</u>	During the fourteenth and fifteenth years of employment, employees shall accrue 21 days of vacation per year (7 hours per pay period).
<u>Sixteenth Year and thereafter:</u>	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 (4<sup>th</sup>) day of July, Independence Day;
6. The first Monday in September, Labor Day;
7. The eleventh (11<sup>th</sup>) day of November, Veterans' Day;
8. The fourth Thursday in November, Thanksgiving Day;
9. The day immediately following Thanksgiving Day;
10. The twenty-fifth (25<sup>th</sup>) 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 31<sup>st</sup> 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 reimburse for all or part of the cost may only be used by the employee for work purposes. Other uniform or clothing allowance/reimburse 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 \_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF SEATAC**

**WASHINGTON STATE COUNCIL OF  
COUNTY & CITY EMPLOYEES,  
LOCAL 3830**

By \_\_\_\_\_  
Anh Hoang, Human Resources Director  
3830

By \_\_\_\_\_  
Eric Proctor, President, AFSCME Local

By \_\_\_\_\_  
Todd Cutts, City Manager

By \_\_\_\_\_  
Bill Dennis, Staff Representative  
AFSCME Council 2

By \_\_\_\_\_  
Tony Anderson, Mayor

Approved as to Form:

\_\_\_\_\_  
Mary Mirante-Bartolo, City Attorney

Attest:

\_\_\_\_\_  
Kristina Gregg, City Clerk

## ***Attachment A***

### **City of SeaTac AFSCME Represented Positions Salary Schedule**

<b><u>Position</u></b>	<b><u>January 1, 2012 Salary Range</u></b>	<b><u>July 1, 2012 Salary Range</u></b>
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 Worker 1	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*



## **Attachment B**

*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*

## Attachment B

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

## **Attachment B**

*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 \_\_\_\_\_ day of November, 2012.

FOR THE CITY:

FOR THE UNION:

\_\_\_\_\_  
Todd Cutts, Interim City Manager

\_\_\_\_\_  
Bill Dennis, AFSCME Council 2 Staff Representative

\_\_\_\_\_  
Anh Hoang, Human Resources Director

\_\_\_\_\_  
Eric Proctor, AFSCME Local 3830 President

Approved as to Form:

\_\_\_\_\_  
Mary Mirante Bartolo, City Attorney

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

**I. Cross Departmental Positions**

**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. Department Specific Positions**

**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

### **Not in Series:**

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

**SeaTac City Council**  
**REQUEST FOR COUNCIL ACTION**

**Department Prepared by: Human Resources**

**Agenda Bill #: 3447**

**TITLE:** An Ordinance authorizing the City's personnel policies and non-represented Classification and Compensation Plan to be amended and to amend the City's 2012 budget.

<i>September 5, 2012</i>	
<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
<b>Date Council Action Requested:</b> <u>RCM 9/11/2012</u>	
<b>Ord/Res Exhibits:</b> _____	
<b>Review Dates:</b> <u>CSS 9/11/2012</u>	
<b>Prepared By:</b> <u>Anh Hoang, Human Resources Director</u>	
<b>Director:</b> <u><i>Anh Hoang</i></u>	<b>City Attorney:</b> <u><i>Mary Duarte Barrow</i></u>
<b>Finance:</b> <u><i>Ann [Signature]</i></u>	<b>BARS #:</b> <u>Various</u>
<b>City Manager:</b> <u><i>Todd [Signature]</i></u>	<b>Applicable Fund Name:</b> <u>Various</u>

*ML*

**SUMMARY:** The proposed Ordinance authorizes the changes to the City's Classification and Compensation Plan for non-represented employees to provide a three percent (3%) cost of living adjustment (COLA) effective January 1, 2012. In addition, the Ordinance amends the City's 2012 budget to reflect the full COLA.

**DISCUSSION / ANALYSIS / ISSUES:** Since 1993, the City Council has expressed a desire to provide a similar COLA to non-represented employees of the City to that of the general employees bargaining unit. The Council has recently approved a new contract for AFSCME employees which provides for a three percent (3%) COLA for 2012. Council's approval of the proposed Ordinance would provide for the same three percent (3%) COLA to non-represented employees of the City, and allow for the 2012 adopted budget to be amended as necessary to reflect the full anticipated cost of this COLA amount.

If this Ordinance is approved, any future changes to non-represented employees' salaries and/or benefits shall be reviewed during the City's budget development process. Proposed changes shall be presented to Council for amendment and/or adoption during the budget process.

**RECOMMENDATION(S):** It is recommended that the Ordinance be adopted.

**FISCAL IMPACT:** For 2012, the total fiscal impact for the proposed three percent (3%) COLA for non-represented employees is \$143,382. During the 2012 budget development process, the City Council factored into the adopted budget a two percent (2%) COLA, which was equivalent to \$95,588. By approving this Ordinance, the Council is authorizing non-represented employees a three percent (3%) COLA, and is authorizing the additional budget appropriation of \$47,794 to the various funds from which non-represented employees' salaries are paid in order to accommodate the full cost of the three percent (3%) COLA.

**ALTERNATIVE(S):** Do not adopt the Ordinance.

**ATTACHMENTS:** None.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE of the City Council of the City of SeaTac, Washington amending the Classification and Compensation Plan for non-represented employees and amending the City's 2012 Annual Budget.

**WHEREAS**, Chapter 2.65 of the SeaTac Municipal Code provides for a Classification and Compensation Plan for City employees, and for an annual review and re-adoption thereof; and

**WHEREAS**, the City evaluates City revenues and expenditures to include expenditures for employee salaries and benefits during the regular budget process; and

**WHEREAS**, review and adoption of the Plan is intended to ensure that City salaries and benefits are competitive with those offered by other public and private employers and to avoid loss of purchasing power resulting from inflation or increased costs of living; and

**WHEREAS**, the City Council has, since 1993, expressed and followed its intent to provide cost of living adjustments (COLA) for non-represented employees of the City by tying the same to the cost of living adjustment granted annually to the employees of the City represented by the American Federation of State, County and Municipal Employees (AFSCME), Local #3830; and

**WHEREAS**, a new collective bargaining agreement with AFSCME has been approved by the Council, which provides a cost of living adjustment for 2012 to the said represented employees in the amount equal to three percent (3%) effective January 1, 2012; and

**WHEREAS**, in order to address the need for a reasonable and fair compensation to non-represented City employees, and in accordance with long established policy, it is appropriate that



the same cost of living adjustment be granted to non-represented employees of the City, and that modification of the Classification and Compensation Plan be made accordingly.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC,**

**WASHINGTON, DO ORDAIN as follows:**

**Section 1.** The salary ranges within the Classification and Compensation Plan for all the positions of the non-represented employees of the City shall be increased by the amount of three percent (3%) over current levels as a cost of living adjustment effective January 1, 2012.

**Section 2.** The 2012 Annual City Budget shall be amended to increase the expenditures by \$47,794 in the funds listed below as follows:

Fund/Fund Name	Amount of increased expenditure
001/General	\$39,309
102/Street	\$ 1,420
106/Transit Planning	\$ 584
107/Hotel/Motel Tax	\$ 2,701
307/Transportation Capital	\$ 1,563
403/Surface Water Management	\$ 1,915
501/Equipment Rental	\$ 302
<b>TOTAL BUDGET ADJUSTMENT AMOUNT</b>	<b>\$47,794</b>

**Section 3.** All previously approved Ordinance and personnel policy provisions related to non-represented employees' salaries and benefits shall remain in full force and effect except as revised herein. Any future changes to non-represented employees' salaries and benefits shall be reviewed during the City's regular budget process, and be included and made part of the City's budget for amendment and/or adoption by the City Council.

**Section 4.** This Ordinance shall not be codified within the SeaTac Municipal Code.

**Section 5.** This Ordinance shall be in full force and effect five (5) days after passage and publication.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012, and signed in authentication thereof on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF SEATAC**

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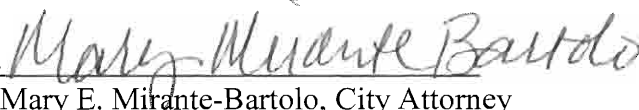
Tony Anderson, Mayor

ATTEST:

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Kristina Gregg, City Clerk

Approved as to Form:

  
Mary E. Mirante-Bartolo, City Attorney

{Effective Date: \_\_\_\_\_}

**6. PRESENTATIONS (Continued):**

- **Public Safety Statistics** (*10 minutes*)

By: Fire Chief Jim Schneider

**7. PRESENTATION:**

● **Key to the City to Reserve Police Detective Joe Peluso for 50 years of Law Enforcement service to the citizens of King County and the City of SeaTac (10 minutes)**

By: Mayor Tony Anderson / Police Chief Jim Graddon

● **Mayor's Day of Concern for the Hungry Proclamation (5 minutes)**

By: Mayor Tony Anderson

● **Council confirmation of Mayoral appointment of Wendy Morgan and re-appointment of Vickie Molzer to the Hotel/Motel Tax Advisory Committee (5minutes)**

By: Mayor Tony Anderson



# MEMORANDUM

Date: September 7, 2012  
To: City of SeaTac Mayor and Council  
From: Kristina Gregg, City Clerk *KG*  
Subject: Confirmation of Appointment and Re-appointment

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Please be advised that the Mayor has selected the following individuals who he feels are best qualified to serve as members of the Hotel/Motel Tax Advisory Committee. The appointments are being presented at the September 11, 2012 Regular Council Meeting for your consideration and confirmation.

**Appointment:**

*Hotel/Motel Tax Advisory Committee:*

- Wendy Ann Morgan filling an unexpired term ending September 23, 2013

**Re-Appointment:**

*Hotel/Motel Tax Advisory Committee:*

- Vickie Molzer to serve a term to end September 23, 2015

Attachments: Applications

Cc: Economic Development Manager Jeff Robinson



CITY OF SEATAC RECEIVED

AUG 08 2012

# Hotel/Motel Tax Advisory Committee

TIME: \_\_\_\_\_  
CITY CLERK'S OFFICE

NAME: Wendy Ann Morgan E-MAIL: wendyam2@msn.com

ADDRESS: 18623-48th Place So SeaTac, WA 98188  
STREET CITY STATE ZIP CODE

HOME PHONE: 206-246-2165 BUSINESS PHONE: Same

CURRENT OCCUPATION: Self-employed EMPLOYER: -

ARE YOU APPLYING AS A REPRESENTATIVE OF: - N/A

A. A BUSINESS THAT COLLECTS THE LODGING TAX ON THIS ADVISORY COMMITTEE  
YES  NO

OR

B. AN ORGANIZATION INVOLVED IN ACTIVITIES AUTHORIZED TO BE FUNDED BY LODGING TAX REVENUES  
 YES  NO

NAME THE BUSINESS OR ORGANIZATION YOU ARE AFFILIATED WITH:

Highline Botanical Garden Foundation

WHAT ARE THE REASONS YOU WISH TO SERVE ON THIS COMMITTEE?

I am most interested in the health of my city including the health of the SeaTac business community.

WHAT EXPERTISE, EXPERIENCE OR SPECIAL INTEREST DO YOU BRING TO THIS POSITION?

I have been a citizen activist for a number of years including having been a former city councilman in Tukwila. I represent the Highline Botanical Foundation to the SW Chamber. I am a contributor to local programs; I have advocated for issues that benefit Seatac.

DO YOU HAVE SUGGESTIONS ABOUT ACTIVITIES TO PROMOTE TOURISM IN SEATAC?

I like the work of Southside and will continue to support their marketing efforts; I would like to see display racks of local tourist attractions broadened to include information on City Parks, public gardens, and locally sponsored events.

ARE YOU AVAILABLE FOR DAYTIME MEETINGS? Yes

SIGNATURE: Wendy Ann Morgan DATE: 8-8-2012

PLEASE RETURN FORM TO: CITY OF SEATAC, CITY CLERK'S OFFICE, 4800 S. 188<sup>TH</sup> STREET, SEATAC, WA 98188-8605  
FOR MORE INFORMATION CALL TODD CUTTS, ASSISTANT CITY MANAGER AT 206.973.4816 OR EMAIL [TCUTTS@CI.SEATAC.WA.US](mailto:TCUTTS@CI.SEATAC.WA.US)

\*Be advised if you are selected for a committee you are subject to a background investigation

Date Interviewed: 8/31/12 Date Appointed: \_\_\_\_\_ Background Check:  Passed  Failed



# Hotel/Motel Tax Advisory Committee

NAME: Vickie L. Molzer E-MAIL: seatacs8@pendeuserv.com

ADDRESS: 31439 48<sup>th</sup> Pl. S.W. Federal Way, WA 98023  
STREET CITY STATE ZIP CODE

HOME PHONE: 253) 925-8901 BUSINESS PHONE: 206) 433-8188, x-300

CURRENT OCCUPATION: Hotel General Mgr. EMPLOYER: The Peninsula Group

ARE YOU APPLYING AS A REPRESENTATIVE OF:

A. A BUSINESS THAT COLLECTS THE LODGING TAX ON THIS ADVISORY COMMITTEE  
 YES  NO

OR

B. AN ORGANIZATION INVOLVED IN ACTIVITIES AUTHORIZED TO BE FUNDED BY LODGING TAX REVENUES  
 YES  NO

NAME THE BUSINESS OR ORGANIZATION YOU ARE AFFILIATED WITH:

Seatac Super 8 Hotel

WHAT ARE THE REASONS YOU WISH TO SERVE ON THIS COMMITTEE?

I am passionate about supporting tourism and our local businesses.

WHAT EXPERTISE, EXPERIENCE OR SPECIAL INTEREST DO YOU BRING TO THIS POSITION?

From 2001-2009, I was a member of the City of Kent LTAC and an active member of the business community.

DO YOU HAVE SUGGESTIONS ABOUT ACTIVITIES TO PROMOTE TOURISM IN SEATAC?

Yes, beginning with engaging the staff of all lodging and attractions and promoting cooperative efforts between industries to build community and a value for travelers.

ARE YOU AVAILABLE FOR DAYTIME MEETINGS? Yes.

SIGNATURE: Vickie L. Molzer

DATE: 6/6/11

PLEASE RETURN FORM TO: CITY OF SEATAC, CITY CLERK'S OFFICE, 4800 S. 188<sup>TH</sup> STREET, SEATAC, WA 98188-8605

FOR MORE INFORMATION CALL TODD CUTTS, ASSISTANT CITY MANAGER AT 206.973.4816 OR EMAIL [TCUTTS@CI.SEATAC.WA.US](mailto:TCUTTS@CI.SEATAC.WA.US)

**\*Be advised if you are selected for a committee you are subject to a background investigation**

Background cleared - 7/21/11

**PAYROLL/CLAIMS VOUCHERS WERE SENT  
ELECTRONICALLY TO THE CITY COUNCIL**

**A HARD COPY OF THE VOUCHERS  
CAN BE VIEWED IN THE CITY CLERK'S OFFICE**

**PAYROLL/CLAIMS VOUCHERS ARE ALSO  
AVAILABLE ON OUR CITY WEBSITE**

**[www.ci.seatac.wa.us](http://www.ci.seatac.wa.us)**



**Pre-approval or final approval of City Council and  
City Manager travel related expenses.**

**Consent Agenda Date: 9.11.12**

**Travel Pre-Approval Requests: none**

*Pre-approved: 8.14.12*

*Todd Cutts*

*ICMA Annual Conference*

*October 7-10, 2012*

*Phoenix, AZ*

*2012 budget for this conference: \$2,642*

<b>Name: Todd Cutts</b>	<b>City Mastercard</b>	<b>Personal Reimbursement</b>
<b>Lodging</b>		
<b>Meals</b>		
<b>Transportation (airfare)</b>	297.60	
<b>Registration</b>	990.00	
<b>Total</b>	<b>\$1,287.60</b>	

*Pre-approved: 7.10.12*

*Todd Cutts*

*Washington City Managers Association Conference*

*Winthrop, August 21-24, 2012*

*\$1,159 requested*

<b>Name: Todd Cutts</b>	<b>City Mastercard City-issued check</b>	<b>Personal Reimbursement</b>
<b>Lodging</b>		
<b>Meals</b>		
<b>Transportation (mileage RT)</b>		\$248.61
<b>Registration</b>	\$325	
<b>Total</b>	<b>\$325</b>	<b>\$248.61</b>

*Pre-approved 7.24.12*

*NLC Congress of Cities*

*November 28 – December 1, 2012, Boston, MA*

*Terry Anderson*

*2012 budget for this conference: \$2,779*

<b>Name: Terry Anderson</b>	<b>City Mastercard</b>	<b>Personal Reimbursement</b>
<b>Lodging</b>		
<b>Meals</b>		
<b>Transportation (airfare)</b>		770.60

<b>Registration</b>	460.00	
<b>Total</b>	<b>\$460.00</b>	<b>\$770.60</b>

*Pre-approved 7.24.12  
NLC Congress of Cities  
November 28 – December 1, 2012, Boston, MA  
Pam Fernald  
2012 budget for this conference: \$2,779*

<b>Name: Pam Fernald</b>	<b>City Mastercard</b>	<b>Personal Reimbursement</b>
<b>Lodging</b>		
<b>Meals</b>		
<b>Transportation (airfare)</b>		770.60
<b>Registration</b>	460.00	
<b>Total</b>	<b>\$460.00</b>	<b>\$770.60</b>

*Pre-approved 7.24.12  
NLC Congress of Cities  
November 28 – December 1, 2012, Boston, MA  
Mia Gregerson  
2012 budget for this conference: \$2,779*

<b>Name: Mia Gregerson</b>	<b>City Mastercard</b>	<b>Personal Reimbursement</b>
<b>Lodging – see Tony Anderson \$472.45</b>		
<b>Meals</b>		
<b>Transportation (airfare)</b>		455.40
<b>Registration</b>	460.00	
<b>Total</b>	<b>\$460.00</b>	<b>\$455.40</b>

*Pre-approved 7.24.12  
NLC Congress of Cities  
November 28 – December 1, 2012, Boston, MA  
Tony Anderson  
2012 budget for this conference: \$2,779*

<b>Name: Tony Anderson</b>	<b>City Mastercard</b>	<b>Personal Reimbursement</b>
<b>Lodging- 4 nights pre-paid</b>		472.45
<b>Lodging- 4 nights pre-paid for Mia</b>		472.45
<b>Meals</b>		
<b>Transportation (airfare)</b>		444.40
<b>Registration</b>	460.00	
<b>Total</b>	<b>\$460.00</b>	<b>\$1,389.30</b>

# City of SeaTac

## Council Study Session Minutes Synopsis

August 14, 2012  
4:00 PM

City Hall  
Council Chambers

**CALL TO ORDER:** The SeaTac City Council Study Session (CSS) was called to order by Mayor Anthony (Tony) Anderson at 4:03 p.m.

**COUNCIL PRESENT:** Mayor Anthony (Tony) Anderson, Deputy Mayor (DM) Mia Gregerson, Councilmembers (CMs) Barry Ladenburg, Rick Forschler, Terry Anderson, Dave Bush, and Pam Fernald.

**STAFF PRESENT:** Assistant City Manager (ACM) Gwen Voelpel, City Attorney Mary Mirante Bartolo, City Clerk Kristina Gregg, Parks and Recreation (P&R) Director Kit Ledbetter, Public Works (PW) Director Tom Gut, City Engineer Susan Sanderson, Stormwater Compliance Manager Don Robinett, Program manager Soraya Lowry, and Police Chief Jim Graddon.

### **Agenda Bill #3448 – A Motion approving final acceptance of the Sealcoating and Striping work at various sites**

**Summary:** The construction contract with Evergreen Asphalt & Concrete, Inc. was awarded in May 2012. Work included sealcoating and striping of the parking lots at City Hall, Angle Lake Park, North SeaTac Park and Valley Ridge Park. One Change Order was needed and it included removing and replacing 560 square feet (sq. ft.) of asphalt prior to sealcoating. All work was substantially complete on July 19, 2012. Breakdown of final construction cost is below:

Approved Contract:	\$40,425.00
Change Order #1:	\$2,996.00
Sales Tax (9.5%):	\$4,125.00
Total Cost:	\$47,546.00

It is recommended that the City Council formally accept the project as complete and commence a 45 day lien period for the contractor as required by state law.

The 2012 Facility Repair and Replacement Schedule contained \$89,522 for this work. The work was completed within the established budget. Final acceptance will have no fiscal impact beyond payment of retainage as budgeted.

P&R Director Ledbetter reviewed the agenda bill summary.

**Council consensus:** Refer to the 09/11/12 RCM Consent Agenda

### **Agenda Bill #3443 – A Motion authorizing the City Manager to execute a Design Agreement for the connecting 28<sup>th</sup>/24<sup>th</sup> Avenue South Project**

**Summary:** The Connecting 28<sup>th</sup>/24<sup>th</sup> Avenue South project extends from South 200<sup>th</sup> to 208<sup>th</sup> Streets and will provide a connection between the intersections of South 200<sup>th</sup> Street and 26<sup>th</sup> Avenue South and 24<sup>th</sup> Avenue South at South 208<sup>th</sup> Street. The project will construct a new principle arterial roadway including four through lanes, continuous left-turn lane, bicycle lanes, sidewalks, curbs and gutter, storm drainage infrastructure, landscaping, street lighting, traffic signal modifications, channelization, paving, retaining walls, extending new utilities, and undergrounding existing overhead utility distribution lines. Building this connection will improve access and circulation to the new Sound Transit Light Rail Station on South 200<sup>th</sup> Street (scheduled to open 2016), provide a parallel alternative to congestion on International Boulevard (IB) and provide access to parcels for increased development opportunities.

A statement of qualifications was requested from firms selected from the Municipal Research Services Center (MRSC) Consultant Roster in June, 2012. The following firms submitted statements of qualifications: CH2M Hill; HNTB Corporation; Parametrix; and Perteet, Inc. The firms were evaluated based on their project understanding and project approach, the firm's experience on similar projects, staff qualifications, and the availability of their resources to complete the project on schedule. CH2M Hill was selected as the most qualified firm due to their extensive experience on similar projects, including IB, 28<sup>th</sup> Avenue South Improvements from South 188<sup>th</sup> to 200<sup>th</sup> Streets, and the SR 509 and South Access Road preliminary design for Washington State Department of Transportation (WSDOT). Design services include environmental documentation, geotechnical investigation, survey, preparation of engineering drawings and specifications, right-of-way acquisition, construction cost estimating, and public involvement including outreach to stakeholders such as WSDOT, Port of Seattle (POS), Sound Transit, City of Des Moines and property owners.

**Agenda Bill #3443 (Continued):** The WSDOT standard consultant services agreement form will be used in anticipation of a federal grant for construction. The negotiated scope and fee for CH2M Hill is reasonable for the level of effort and complexity of the work. The agreement schedule is to complete the bidding documents in 2015. It is anticipated the project will begin construction in 2015 and be open in sufficient time to serve traffic to the new transit station on South 200<sup>th</sup> Street.

Expenditures for this contract will not exceed \$2,346,000 without prior authorization. The design fees will be paid from the Transportation Capital Improvement Program (CIP) Fund which has a current balance of \$800,000 for this line item in 2012. Budget appropriation will be requested in the 2013-14 and 2015-16 budget cycles to complete this agreement.

The conceptual level total cost estimate is \$20,000,000 as shown in the City's CIP. The Connecting 28<sup>th</sup>/24<sup>th</sup> Avenue South project can mitigate traffic impacts associated with Sound Transit's light rail station planned at South 200<sup>th</sup> Street and 28<sup>th</sup> Avenue South. The City's recently approved Development Agreement (DA) with Sound Transit includes a provision for Sound Transit to contribute funds toward the construction phase of this project as alternative mitigation. The Freight Mobility Strategic Investment Board (FMSIB) awarded a \$2,500,000 grant for construction. Staff will continue to pursue additional construction funding grant opportunities including Transportation Improvement Board (TIB), Federal Highway Administration, and Economic Development (ED) Administration grants.

PW Director Gut reviewed the agenda bill summary.

Council discussion ensued regarding the impact to the Dantzer property, impact to future development on IB, and public outreach. Mr. Gut stated that Mr. Dantzer is in support of this project, and there are no IB projects currently listed in the Transportation Improvement Program (TIP) or the CIP.

**Council consensus:** Refer to the 09/11/12 RCM Consent Agenda

**Agenda Bill #3445 – A Motion authorizing the City Manager to execute a professional services agreement to update the City's Surface Water Utility Plan**

**Summary:** This Motion authorizes the City to enter into a professional services agreement with Herrera Environmental for the purposes of updating the City's Surface Water Utility Plan, which has not been revised since 1997. Updating the plan assists in effective and efficient management of the utility, while meeting regulatory and community service levels. Furthermore, a current plan serves as a basis for evaluating the utility's finances.

Since the existing Surface Water Utility Plan was published in 1997, significant regulatory and programmatic changes have taken place making the existing plan out of date. The update of this document would include an evaluation of existing Surface Water Management (SWM) programs, as well as identify future program needs to address utility services, new regulations, and maintenance, repair and replacement of existing infrastructure. Some of the key issues that will be addressed in the utility plan are:

**Asset Management:** The City's existing stormwater infrastructure is aging. In some areas the system is 40 years old or more and is reaching the end of its life expectancy. It is necessary to understand our storm system inspection, repair and replacement costs to better manage this essential infrastructure to avoid system failure and subsequent damage to public and private property.

**Stormwater CIP:** One component of the Utility plan is to identify and evaluate existing drainage issues within the City's stormwater system. The CIP chapter of the plan will also propose solutions to these issues and rank these improvement projects. Once the plan is complete, the CIP could be updated as necessary as the City becomes aware of additional drainage issues through its asset management program.

**Evaluation of Regulatory Impacts:** The 2013 – 2018 National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater permit includes new program requirements such as mandating the use of Low Impact Development where feasible, as well as expansion of water quality and stormwater maintenance programs. A programmatic needs assessment will be conducted as a part of the utility plan update to identify program gaps which need to be addressed to meet the new permit requirements.

The negotiated scope and fee for these services are reasonable for the level of effort and work anticipated for this project. The City's standard agreement form will be used. It is anticipated that the project will be completed in 2013. Expenditures for this contract will not exceed \$205,334.

**Agenda Bill #3445 (Continued):** PW Director Gut reviewed the agenda bill summary.

Council discussion ensued regarding this agreement. Mr. Gut stated that the primary reason for moving forward is that it's been a long time since and update has been completed.

**Council consensus:** Refer to the 09/11/12 RCM Consent Agenda

**PRESENTATION:**

• **Public Safety Statistics**

Police Chief Graddon commented on the National Night Out (NNO) events that occurred on August 7, 2012.

He also shared statistics for the month of July. Burglary rates have dropped significantly.

Council discussion ensued regarding the statistics and the NNO events.

**ADJOURNED:** Mayor A. Anderson adjourned the CSS at 5:00 p.m.

*Following this meeting, Council and staff went into a meeting exempt from the Open Public Meetings Act (OPMA) per Revised Code of Washington (RCW) 42.30.140(4)(a).*

# City of SeaTac

## Regular Council Meeting Minutes

August 14, 2012  
6:00 PM

City Hall  
Council Chambers

**CALL TO ORDER:** The SeaTac City Council Regular Meeting was called to order by Mayor Anthony (Tony) Anderson at 6:00 p.m.

**COUNCIL PRESENT:** Mayor Anthony (Tony) Anderson, Deputy Mayor (DM) Mia Gregerson, Councilmembers (CMs) Barry Ladenburg, Rick Forschler, Terry Anderson, Dave Bush, and Pam Fernald.

**STAFF PRESENT:** Assistant City Manager (ACM) Gwen Voelpel, City Attorney Mary Mirante Bartolo, City Clerk Kristina Gregg, Senior Planner Al Torrico, Senior Planner Mike Scarey, and Police Chief Jim Graddon.

**FLAG SALUTE:** CM Ladenburg led the Council, audience and staff in the Pledge of Allegiance.

**PUBLIC COMMENTS:** Richard Jordan thanked the City for the get well card.

Vicki Lockwood re-iterated her request that a policy be implemented to track actual total costs for City activities.

Wendy Morgan, ex-officio Highline Botanical Garden member, invited everyone to attend the Ice Cream Social on Sunday, August 19 in the Highline Botanical Garden at noon. Ciscoe Morris will be speaking at 1:30 p.m.

Bo Lindstrom requested the City turn on the lights to the soccer fields that are not rented at Valley Ridge Park to allow them to still be used. He also requested the number of basketball courts be increased.

### **PRESENTATION:**

#### **•Soldier of Social Work Award**

Chief Graddon introduced Children of the Night Founder and President Dr. Lois Lee and a video about Children of the Night was played.

Two Children of the Night Alumni shared their life experiences with Children of the Night.

Dr. Lee stated that the Genesis Project in SeaTac is very special. Three Police Officers went beyond the call of duty. They have established a standard of care for drop-in centers. Only limitation is going to be the funding allocated to it. She encouraged the City to join her in her commitment to help this project grow.

Dr. Lee presented the Soldier of Social Work Awards to SeaTac Police Officer Andy Conner, Detective Joel Banks, and Detective Brian Taylor for their work in founding and supporting the Genesis Project in SeaTac.

Officer Conner, Detective Banks, and Detective Taylor spoke about their work with the Genesis Project and thanked the City for its support.

Council discussion ensued with each member expressing their support of the Genesis Project.

### **CONSENT AGENDA:**

- Approval of claims vouchers** (check no. 99312) in the amount of \$42 for the period ended July 23, 2012.
- Approval of claims vouchers** (check nos. 99313 – 99508) in the amount of \$1,174,473.44 for the period ended August 3, 2012.
- Approval of payroll vouchers** (check nos. 50793 – 50841) in the amount of \$428,740.85 for the period ended July 31, 2012.
- Approval of payroll electronic fund transfers** (check nos. 73508 – 73692) in the amount of \$359,572.12 for the period ended July 31, 2012.
- Approval of payroll wire transfer** (Medicare and Federal Withholding Tax) in the amount of \$72,572.13 for the period ended July 31, 2012.
- Pre-approval or final approval of City Council and City Manager travel related expenses** for the period ended July 30, 2012.

### **Approval of Council Meeting Minutes:**

- Council Study Session** held July 24, 2012
- Regular Council Meeting** held July 24, 2012

**CONSENT AGENDA (Continued):**

**Agenda Item reviewed at the July 24, 2012 Council Study Session and recommended for placement on this Consent Agenda:**

**Agenda Bill #3442; Motion authorizing the City Manager to execute an Interlocal Agreement with participating municipalities for the appeal of the Phase II Municipal Stormwater Permit**

MOVED BY T. ANDERSON, SECONDED BY LADENBURG TO ACCEPT THE CONSENT AGENDA AS PRESENTED.\*

**PUBLIC COMMENTS (related to the Consent Agenda):** There were no public comments.

\*MOTION CARRIED UNANIMOUSLY.

**UNFINISHED BUSINESS:** There was no Unfinished Business.

**NEW BUSINESS:** There was no New Business.

**CITY MANAGER'S COMMENTS:** ACM Voelpel commented on the following: (1) this meeting is the last meeting for August, Council will reconvene on September 11; (2) City offices will be closed Monday, September 3 for the Labor Day Holiday; and (3) SeaTac received the EnviroStars Rating for its commitment to environmentally sustainable practices.

**COUNCIL COMMENTS:** Council commented on the August 7 NNO events.

CM Ladenburg re-iterated that the Global Connections School at the Tyee Educational Complex, the band was selected to play at the President's inauguration but they need to raise funding to get there. He encouraged everyone to donate money to assist the band. He also commented on the 28<sup>th</sup>/24<sup>th</sup> Avenue South project and the SR 509 extension. He conducted an interview with Comcast to help spread the word about SR 509.

CM Forschler stated that the 28<sup>th</sup>/24<sup>th</sup> Avenue South project is an important topic, but it was only discussed during the Council Study Session (CSS). He urged everyone to watch both CSS and Regular Council Meeting (RCM) on SeaTV in order to get all of the information.

CM Fernald commented on the following: (1) requested Council discuss returning to the Council committee structure or a hybrid version at a future CSS; (2) Tent City 3 will be staging at Riverton Heights Methodist Church beginning August 19; (3) provided an update on her last Joint Recommendation Committee meeting; and (4) August 28 – presentation about United Nations Agenda 21 in Federal Way.

CM Bush reminded everyone that the Back to School Fair will be Thursday, August 16 from 10 a.m. – 2 p.m. at Valley Ridge Park. Volunteers are still needed.

DM Gregerson provided a Public Issues Committee (PIC) August meeting update. Also, PIC will be holding a Study Session on September 12 about the Public Safety Answering Point (PSAP) (911 call centers) consolidation.

Mayor A. Anderson stated his appreciation of the SeaTac Police Department.

**ADJOURNED:**

MOVED BY T. ANDERSON, SECONDED BY LADENBURG TO ADJOURN THE REGULAR MEETING OF THE SEATAC CITY COUNCIL AT 6:54 P.M.

MOTION CARRIED UNANIMOUSLY.

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Tony Anderson, Mayor

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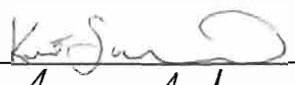
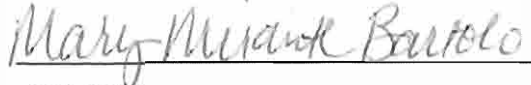
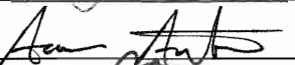

Kristina Gregg, City Clerk

**SeaTac City Council**  
**REQUEST FOR COUNCIL ACTION**

Department Prepared by: Parks & Recreation

Agenda Bill #: 3448

**TITLE:** A Motion approving final acceptance of the Sealcoating and Striping Work at Various Sites.

<i>August 3, 2012</i>	
<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
<b>Date Council Action Requested:</b>	<u>RCM 9/11/12</u>
<b>Ord/Res Exhibits:</b>	
<b>Review Dates:</b>	<u>8/14/12 CSS</u>
<b>Prepared By:</b>	<u>Kit Ledbetter, Parks &amp; Recreation Director</u>
<b>Director:</b>	<u></u> City Attorney: <u></u>
<b>Finance:</b>	<u></u> BARS #: <u>110.000.12.576.10.48.000</u>
<b>City Manager:</b>	<u></u> Applicable Fund Name: <u>110 Fund</u>

*Handwritten initials/signature on the right margin of the form.*

**SUMMARY:**

A Motion authorizing final acceptance of the sealcoating and striping of the parking lots at various sites.

**DISCUSSION / ANALYSIS / ISSUES:**

The construction contract with Evergreen Asphalt & Concrete, Inc. was awarded in May 2012 and the work was complete in July 2012. Work included sealcoating and striping of the parking lots at City Hall, Angle Lake Park, North SeaTac Park and Valley Ridge Park. One Change Order was needed and it included removing and replacing 560 sq. ft. of asphalt prior to sealcoating. All work was substantially complete on July 19, 2012. Breakdown of final construction cost is below.

Approved Contract: \$40,425.00  
Change Order #1: \$2,996.00  
Sales Tax (9.5%): \$4,125.00  
**Total Cost: \$47,546.00**

**RECOMMENDATION(S):**

It is recommended that the City Council formally accept the project as complete and commence a 45 day lien period for the contractor as required by state law.

**FISCAL IMPACT:**

The 2012 Facility Repair and Replacement Schedule contained \$89,522 in the 110 Fund for this work. The work was completed within the established budget. Final acceptance will have no fiscal impact beyond payment of retainage as budgeted.

**ALTERNATIVE(S):**

Do not accept the work as complete at this time.

**ATTACHMENTS:**

None.



# SeaTac City Council

## REQUEST FOR COUNCIL ACTION

Department Prepared by: Public Works

Agenda Bill #: 3443

**TITLE:** A Motion authorizing the City Manager to execute a design agreement for the Connecting 28<sup>th</sup>/24<sup>th</sup> Avenue South project.

<i>August 3, 2012</i>	
<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
<b>Date Council Action Requested:</b>	<u>9/11/12 RCM</u>
<b>Ord/Res Exhibits:</b>	_____
<b>Review Dates:</b>	<u>8/14/12 CSS</u>
<b>Prepared By:</b>	<u>Susan Sanderson, City Engineer</u>
<b>Director:</b>	<u><i>[Signature]</i></u> City Attorney: <u><i>Mary Mirante Bartolo</i></u>
<b>Finance:</b>	<u><i>[Signature]</i></u> BARS #: <u>307.000.11.595.30.63.057</u>
<b>City Manager:</b>	<u><i>[Signature]</i></u> Applicable Fund Name: <u>Transportation CIP (307)</u>

37  
A

**SUMMARY:** This Motion would allow design work to begin and result in the plans, specifications and estimate necessary to subsequently bid and construct the Connecting 28<sup>th</sup>/24<sup>th</sup> Avenue South project.

**DISCUSSION / ANALYSIS / ISSUES:** The Connecting 28<sup>th</sup>/24<sup>th</sup> Avenue South project extends from South 200<sup>th</sup> Street to South 208<sup>th</sup> Street and will provide a connection between the intersections of S 200<sup>th</sup> Street and 26<sup>th</sup> Ave South and 24<sup>th</sup> Ave S at South 208<sup>th</sup> Street. The project will construct a new principle arterial roadway including four through lanes, continuous left-turn lane, bicycle lanes, sidewalks, curbs and gutter, storm drainage infrastructure, landscaping, street lighting, traffic signal modifications, channelization, paving, retaining walls, extending new utilities, and undergrounding existing overhead utility distribution lines. Building this connection will improve access and circulation to the new Sound Transit Light Rail Station on South 200<sup>th</sup> Street (scheduled to open 2016), provide a parallel alternative to congestion on International Boulevard and provide access to parcels for increased development opportunities.

A statement of qualifications was requested from firms selected from the MRSC Consultant Roster in June, 2012. The following firms submitted statements of qualifications: CH2M Hill; HNTB Corporation; Parametrix; and Pertect, Inc. The firms were evaluated based on their project understanding and project approach, the firm's experience on similar projects, staff qualifications, and the availability of their resources to complete the project on schedule. CH2M Hill was selected as the most qualified firm due to their extensive experience on similar projects, including International Boulevard, 28<sup>th</sup> Ave South Improvements from South 188<sup>th</sup> Street to South 200<sup>th</sup> Street, and the SR 509 and South Access Road preliminary design for WSDOT. Design services include environmental documentation, geotechnical investigation, survey, preparation of engineering drawings and specifications, right-of-way acquisition, construction cost estimating, and public involvement including outreach to stakeholders such as WSDOT, Port of Seattle, Sound Transit, City of Des Moines and property owners. A detailed scope of work is attached.

The Washington State Department of Transportation (WSDOT) standard consultant services agreement form will be used in anticipation of a federal grant for construction. The negotiated scope and fee for CH2M Hill is reasonable for the level of effort and complexity of the work. The agreement schedule is to complete the bidding documents in 2015. It is anticipated the project will begin construction in 2015 and be open in sufficient time to serve traffic to the new transit station on South 200<sup>th</sup> Street.

**RECOMMENDATION(S):** It is recommended the Motion be carried.

**FISCAL IMPACT:** Expenditures for this contract will not exceed \$2,346,000 without prior authorization. The design fees will be paid from the Transportation CIP Fund (307) which has a current balance of \$800,000 for this line item in 2012. Budget appropriation will be requested in the 2013-14 and 2015-16 budget cycles to complete this agreement.

The conceptual level total cost estimate is \$20,000,000 as shown in the City's Capital Improvement Program (CIP). The Connecting 28<sup>th</sup>/24<sup>th</sup> Avenue South project can mitigate traffic impacts associated with Sound Transit's light rail station planned at South 200<sup>th</sup> Street and 28<sup>th</sup> Avenue South. The City's recently approved Development Agreement with Sound Transit includes a provision for Sound Transit to contribute funds toward the construction phase of this project as alternative mitigation. The Freight Mobility Strategic Investment Board (FMSIB) awarded a \$2,500,000 grant for construction. Staff will continue to pursue additional construction funding grant opportunities including Transportation Improvement Board, Federal Highway Administration, and Economic Development Administration grants.

**ALTERNATIVE(S):** 1) The Council may request that staff eliminate or delay the project. 2) Council may request staff to negotiate with another firm. If this is done, CH2M Hill would then be eliminated from further consideration.

**ATTACHMENTS:** 1) Scope of Services; 2) Vicinity Map

MONDAY, AUGUST 06, 2012

# **Exhibit A**

## **Scope of Work**

### **28<sup>th</sup> / 24<sup>th</sup> Avenue South**

South 208th Street to South 200th Street

Prepared for

**City of SeaTac**

Prepared by

CH2M HILL, Inc.

August 2012

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## Introduction

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During the term of this AGREEMENT, CH2M Hill, Inc. (CH2M HILL) shall perform professional services for the City of SeaTac(CITY) in connection with the following project:

### **28<sup>th</sup>/24<sup>th</sup> Avenue South, South 208<sup>th</sup> Street to South 200<sup>th</sup> Street**

This scope includes survey and base mapping, preliminary engineering, preliminary geotechnical investigations, environmental documentation and permitting, final design (including plans, specifications, and estimates), right of way acquisition and agency coordination.

## Project Description

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The 28<sup>th</sup>/24<sup>th</sup> Avenue South Project will extend 28<sup>th</sup> Avenue South from approximately S 202<sup>nd</sup> Street south to South 208<sup>th</sup> Street joining at the existing terminus of 24<sup>th</sup> Avenue South. The new roadway segment will be a five lane roadway (2 lanes each direction with a left turn lanes). The proposed alignment follows closely the alignment developed during the preliminary engineering phase of the SR 509/South Access project. The resulting roadway will sit on an embankment crossing the future SR509 alignment with provisions for future construction of a tight diamond interchange at this location. Embankment heights are on the order of 40 feet within the WSDOT right of way. The project will also include storm drain conveyance, storm water detention and treatment, right of way acquisition, urban design, retaining walls, signal systems, and illumination.

The roadway grade and cross-section will be designed to the ultimate grade and elevation to accommodate the future SR 509 project. This will result in the design of a constructed fill within WSDOT right. No bridge structures will be designed as part of this scope of work.

Retaining walls will be designed at locations to accommodate the future SR509 project. Walls will be designed to contain fill slopes and minimize right-of-way impacts and be compatible with future SR509 ramps.

Provisions will be made to accommodate future utilities within the new roadway corridor.

The project also includes expansion of the S 204<sup>th</sup> Street pond to accommodate stormwater flows generated from this project.



# Assumptions

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The following general assumptions have been made in developing the Scope of Work and Budget for the 28<sup>th</sup>/24<sup>th</sup> Avenue South Project. Additional detail has been included in the task descriptions contained in the remainder of the Scope of Work.

## General Assumptions

1. The AGREEMENT has an anticipated start date of September 19, 2012 and is expected to be completed by June 30, 2015. CH2M HILL'S ability to meet the completion date is contingent upon timely receipt of information from the CITY and others and provided the scope proceeds as outlined and within the timeframe above.
2. Unless otherwise specified herein, the CITY is responsible for applying for and paying for any permits that may be needed. CH2M HILL will assist the CITY in the preparation of up to 4 regulatory permit applications and providing supporting documentation for the 4 regulatory permit applications that may be necessary.
3. Work performed will be in accordance with the WSDOT Local Agency Guidelines.
4. Drawings will be produced using MicroStation V8i® and will be submitted in AutoCAD 2011 format, following City of SeaTac Standards. CH2M HILL shall be responsible for resolving any conversion issues and ensuring that submitted electronic files adhere to CITY standards.
5. Unless otherwise noted, all project deliverables are items that are to be submitted by CH2M HILL to the CITY. Unless otherwise directed by the CITY, CH2M HILL will first prepare a draft version of the deliverable and submit it for review and comment. CH2M HILL shall address any comments, make appropriate revisions, and re-submit the final version, except for plan submittals for which CH2M HILL will submit revisions with the next planned submittal. The CITY will provide a consolidated set of City review comments to CH2M HILL.
6. Unless otherwise noted, CH2M HILL shall submit at least 1 electronic PDF copy of all documents listed as deliverables and the Word, Excel, AutoCAD, PowerPoint or other software file used to create the deliverable document.
7. All calculations, analyses, design, plans, specifications, and other project work will be prepared in English units, US Survey Feet.
8. Assume WSDOT ownership of the SR 509 interchange area.
9. Assume the City works with WSDOT and Port of Seattle to complete the WSDOT/POS land swap in a timely fashion.
10. The CITY shall provide or make available the following items to CH2M HILL:
  - Existing GIS Mapping information of the Project including general utility location maps for CITY storm drainage facilities.
  - Copies of existing record drawing information of the project area as available.

- Existing survey horizontal & vertical control in NAD 83/91 (Horizontal) and NAVD 88 (Vertical).
  - Updated utility contact information and location maps as described in Task 3.5.
  - One set of consolidated review comments for each Major Milestone Submittal (30%, 60%, 90%)
18. As a component of the scope of services, CH2M HILL will deliver electronic copies of Contract Documents or data (the “Electronic Files”) in addition to printed copies (the “Hard Copies”) for the convenience of CITY. CITY may only rely on the Hard Copies furnished by CH2M HILL to CITY. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls.
19. CH2M HILL’S deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by CH2M HILL are for CITY or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

## Design Standards and References

The project shall be developed in accordance with the latest edition, amendments, and revisions of the following publications, where applicable:

1. **King County Publications:**
  - a. *King County Road Design and Construction Standards (2007 Edition)*
  - b. *King County Surface Water Design Manual (2009 Edition)*
  - c. *SeaTac Amendment to the KCWS Design Manual*
2. **State Publications:**
  - a. *2010 Standard Specifications for Road, Bridge, and Municipal Construction (M 41-10)*
  - b. *Standard Plans for Road, Bridge, and Municipal Construction (M 21-01)*
  - c. *Design Manual (M 22-01)*
  - d. *Hydraulic Manual (M 23-03)*
  - e. *Plans Preparation Manual (M 22-31)*
  - f. *Amendments and General Special Provisions*
  - g. *Standard Item Table*
  - h. *WSDOT 2008 Highway Runoff Manual (31-16)*
  - i. *WSDOT 2008 Environmental Procedures Manual (M 31-11)*
  - j. *WSDOT 2008 Traffic Manual (M 51-02)*
  - k. *WSDOT 2008 Local Agency Guidelines (M 36-63)*
  - l. *WSDOT Bridge Design Manual*
3. **American Association of State Highway and Transportation Officials Publications:**
  - a. *A Policy on Geometric Design of Highways and Streets (2004 (“Green Book”))*

b. *Any American Association of State Highway Officials policies applicable where said policy is not in conflict with the standards of the Washington State Department of Transportation.*

4. **U.S. Department of Transportation Publications:**

a. *Manual on Uniform Traffic Control Devices for Streets and Highways* (current edition)

5. **Other Publications:**

a. *National Electrical Code*

b. *Book of American Society for Testing and Materials Standards*

c. *ITE Trip Generation (8<sup>th</sup> Edition)*

d. *Highway Capacity Manual (HCM2010). Transportation Research Board*

# 1 Project Management

---

This task will be continuous throughout the project duration, which is assumed to be 28 months. It will include the work necessary to set up and plan the entire project and establish project-specific procedures, including communication, quality control (QC), overall project coordination with the City and project team, and project closeout. Components of this work include planning the project, chartering the project team, endorsing the plan, executing the project, managing change, and closing the project.

## 1.1 Plan the Work

### 1.1.1 Schedule Development

CH2M HILL will prepare a baseline project schedule that substantiates milestone dates. The baseline project schedule will serve as a guide for scheduling the detailed work and will include a work breakdown structure (WBS) that identifies the design activities, their connectivity with other activities, their durations, and their reviews necessary to produce the deliverables for the project. CH2M HILL will provide one electronic copy of the project schedule to the CITY for review and approval. Schedule update information is included in Task 3.6.

***Deliverable(s):***

- Draft and final baseline schedule (one electronic copy - MS Project 2007)
- Draft and final Baseline Schedule, to be included in the draft and final project instructions.

### 1.1.2 Project Instructions

CH2M HILL will prepare project instructions to communicate the requirements of the assigned work elements to team members. Elements of the project instructions include the following:

- **Project definition:** Objective and vision; project description; project background; scope of work; and WBS
- **Resources:** CITY-furnished items; team contact information; and project charge numbers
- **Schedule:** Schedule developed under Task 1.1.1

- **Level of effort:** Hours assigned by task as presented in this Scope of Work
- **Instructions:** deliverables; project team assignments; communication protocols; progress measurements; records management; billing procedures; CAD/CAE procedures and standards; and file index
- **Change management plan**
- **Project quality plan**
- **Health and safety plan**
- **Close-out Plan**

***Deliverable(s):***

- Draft project instructions for kick-off chartering meeting (Task 1.2.1): electronic copy and 3 hard copies to the CITY.
- Final project instructions updates: electronic copy and 3 hard copies to the CITY.

### **1.1.3 Project Quality Plan**

CH2M HILL will prepare a project quality plan (PQP) that addresses quality control. The project quality manager will administer the PQP. Quality control includes technical discipline review while the work is in progress and senior review of work products prior to submittal to the CITY.

The PQP will include the following:

- Process, sequence, and procedures of reviews
- Individual roles and responsibilities of reviewers
- Approval process

***Deliverable(s):***

- The PQP, to be included in the project instructions

## **1.2 Align the Team**

### **1.2.1 Team Chartering**

CH2M HILL will prepare and conduct a two-hour kick-off chartering meeting and describe in writing several important points that will be incorporated into the project instructions for the project. The meeting shall address the project measures of success, roles, responsibilities, and operating guidelines. The meeting is needed to confirm communications and decision-making during the subsequent project execution activities. *The CITY will participate in the team chartering.* For budgeting purposes, this meeting will be two-hours at CH2M HILL'S Bellevue office and will be attended by the CITY and 10 CH2M HILL and SUBCH2M HILL staff, including the project manager, technical leads for roadway, structures, railroad, traffic, drainage, utilities, right-of-way, survey, geotechnical, and landscaping. The technical and reviewing staff of agencies, including the WSDOT, Port of Seattle, and City of Des Moines at a minimum, will be encouraged to attend. CH2M HILL will coordinate with the CITY to determine the number of attendees and NUMBER of copies of materials needed.

CH2M HILL will prepare a meeting summary. The CITY's comments will be incorporated into the final meeting summary.

***Deliverable(s):***

- Kick-off chartering meeting materials (one 20-page PowerPoint® presentation)
- Attendance and facilitation of team chartering meeting
- Draft and Final Meeting summary (1 electronic copy to attendees)
- Updated Organization Chart (if there are changes from the Chartering meeting)
- Updated Contact List

## **1.3 Work the Plan**

CH2M HILL will provide overall project administration and management for the duration of the project. For budgeting purposes, the project duration will be 26 months.

### **1.3.1 Scope and Budget Management**

CH2M HILL will manage the project scope and budget. Significant changes will be reported to the CITY as they occur and in monthly project management team meetings and/or progress reports. This task will help monitor scope and costs, and to propose corrective actions. Current financial status as well as projections of cost to compete work will be provided to the CITY monthly. These actions will include formal requests for budget or scope modifications.

### **1.3.2 Schedule Management**

CH2M HILL will submit schedule updates to the as needed when milestone dates change. For budgeting purposes, it is assumed that 6 schedule updates will be prepared.

### **1.3.3 Monthly Progress Reporting and Invoicing**

CH2M HILL will prepare and submit monthly invoices and supporting documentation in accordance with the LAG Manual and per the sample invoice included as Attachment B. CH2M HILL will review and incorporate subconsultant invoices with the monthly invoices.

CH2M HILL will prepare and submit monthly progress reports that qualitatively describe the work accomplished during the billing period, including the status of individual tasks, meetings attended, subconsultant work and action or information needed from the CITY. Progress reports will also indicate work to be accomplished during the next billing period. Progress reports will be submitted to the CITY with the monthly invoice.

26 monthly invoices and progress reports are assumed for the project.

***Deliverable(s) for Tasks 1.3.1, 1.3.2, and 1.3.3:***

- 26 Progress reports and invoices containing:
  - 1) Status reports on scope completion - % complete
  - 2) Monthly Budget Forecasts - Estimate to Complete (ETC)
  - 3) Monthly invoices
  - 4) Monthly progress reports
- 6 Schedule updates (one electronic copy in PDF.)

### **1.3.4 Document Management**

CH2M HILL will provide the management of the drawings and documents received and generated over the course of the project, including closeout of the project. This information will

be filed to facilitate ready and selective retrieval. This information will be provided to the CITY in electronic format as requested by the CITY.

***Deliverable(s):***

- Use of file management protocols for hard copies and electronic files for the team to access and exchange data (drawings, specs, reports, documents, meeting minutes, plans, etc).

### **1.3.5 Project Communication Meetings**

#### **1.3.5.1 Project Management Team Meetings**

CH2M HILL will plan, facilitate and host monthly project management team (PMT) meetings. These meetings will occur rotating between the CITY's office and CH2M HILL'S office and are assumed to be 2 hours in length. Up to three CH2M HILL team staff members will attend each meeting, depending on the agenda. CH2M HILL will prepare meeting agendas, meeting summaries, and action items.

***Deliverable(s):***

- Attendance at 26 monthly PMT meetings
- Agendas and meeting materials
- 26 meeting summaries and action item log (electronic copy to attendees)

#### **1.3.5.2 Project Team Meetings, Direction and Oversight**

CH2M HILL will lead team meetings and provide direction and oversight of CH2M HILL'S project team to confirm implementation of the work plan and the coordination of work activities, over the duration of the project. This effort is for the overall project rather than a specific task and is intended to provide the leadership that the team will need to understand project priorities, deadlines, budget constraints, and resolve issues that arise. This task will focus on managing team resources to achieve the project goals.

For budgeting purposes, bi-monthly meetings, two hours in length are assumed over the duration of the project (52 meetings). This task is to fund the attendance of the Project Manager, and the Project Assistant at these meetings. Other project team members attending these meetings are to be funded under their specific work task.

***Deliverable(s):***

Action Items and Meeting Notes

## **2 Funding Support**

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CH2M HILL will provide support to the City in preparing information to secure additional funding. Work includes the preparation of graphics and supporting data and documentation. Grant funding agencies may include Transportation Improvement Board (TIB), FHWA/USDOT, Economic Development Administration, Freight Mobility Strategic Investment Board (FMSIB), and others. It is assumed that this work will be on an as needed basis. The budget for this task is limited to that shown in the project budget. Work beyond the budget amount will be considered extra work.

# 3 Project Development

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This task involves preparing a technical memorandum to document project design decisions, and constraints. This work will be used to define the baseline project elements to be subsequently developed further during Final Design. It is assumed that the preferred alternative is the horizontal and vertical alignments established in the SR509 EIS. Additional horizontal and vertical alignment alternatives will not be considered.

## 3.1 Transportation Analysis

CH2M HILL will conduct traffic modeling and analysis needed to support the roadway design, environmental documentation, stakeholder coordination meetings and funding applications.

Confirmation of intersection channelization, turn pocket storage lengths and signal phasing information will be coordinated with the roadway design team members. Traffic analysis will also support the environmental, stakeholder coordination and funding assistance tasks by providing supporting information, such as, traffic volume forecasts, intersection LOS and other traffic related information as necessary.

### 3.1.1. Transportation Methods and Assumptions Memorandum

CH2M HILL will compile, prepare, and review a Draft and Final Traffic Method and Assumptions (M&A) Technical Memorandum. This memorandum will document the traffic operations and forecasting modeling assumptions, approaches, tools, measures of effectiveness, and operational parameters that will be used in the traffic analysis. This memo will compile and document all the relevant standards, level of service thresholds, and any other operational considerations from the appropriate jurisdictions (the CITY and WSDOT).

CH2M HILL will not complete any traffic operations work until the appropriate jurisdictions reach concurrence on the contents of the traffic Methods and Assumptions Memorandum. This memorandum will be reviewed by the CITY, WSDOT, Port of Seattle and the City of Des Moines.

#### Deliverables:

- DRAFT Transportation Methods and Assumptions Memorandum
- FINAL Transportation Methods and Assumptions Memorandum

### 3.1.2. Existing Conditions Analysis

CH2M HILL will evaluate and assess the existing conditions within the study area. This includes vehicle and non-motorized safety, pedestrian and bicyclist circulation, transit routes, freight circulation, intersection operations and queuing at up to eight study area (8) intersections. The eight intersections are defined as:

1. S 200th Street & 26th Avenue S
2. S 200th Street & 28th Avenue S
3. S 200th Street & International Blvd (SR 99)
4. S 204h Street & International Blvd (SR 99)
5. S 208th Street & 24th Avenue S
6. S 208th Street & International Blvd (SR 99)
7. S 216th Street & 24th Avenue S
8. S 216th Street & International Blvd (SR 99)

The analysis will consider design requirements to meet adopted performance standards as identified by the CITY. Results of the traffic analysis will be incorporated into the channelization design plan for approval by the CITY. When approved by the CITY, the traffic memorandum will become the basis for the preliminary roadway design effort.

CH2M HILL will conduct the following tasks as part of the existing conditions analysis:

- Identify the characteristics (travel speed, street network functional classification, intersection traffic control, transit service and non-motorized facilities).
- Document existing freight conditions and freight routes through and near the study area by utilizing information already prepared in the City's FMSIB application.
- Perform an analysis of collision data over the most current three calendar years. Crash data will be provided by the CITY and/or WSDOT where applicable within the study area.
- Document existing traffic volumes, including annual daily traffic (ADT) and PM peak hour intersection turning movements. Where applicable, existing intersection traffic counts will be provided by the CITY. It is assumed the City will collect up to five (5) PM peak hour turning movement counts. It is assumed vehicle classification and average daily traffic counts along 28th Avenue South and SR 99 in the study area are available through the City.
- Develop existing (year 2012) condition PM peak hour intersection Level of Service (LOS) results using a Synchro model.

### **3.1.3. Future Year Volume Forecasts**

CH2M HILL will develop future year volume forecasts for the Year of Opening (2016) and the design horizon year (2050). Up to two PM peak hour forecasts will be prepared; one no build (without the 24th/28th Avenue S Project), and one (1) build condition assuming the 24th/28th Avenue S. Project.

It is assumed CH2M HILL will be able to utilize the most recent version of the PSRC travel demand model that was developed by WSDOT in year 2011. CH2M HILL would only be responsible for adjustments to the SR 509 and 28th/24th Avenue S. roadway network assumptions in the model.

Proposed development plans, such as the Des Moines Creek Business Park, along 28th/24th Avenue South that are reasonable and foreseeable to assume by the project's horizon year will be collected by CH2M HILL. Their associated trip generation and distribution will be incorporated into the transportation analysis. These developments will not be incorporated into the travel demand model.

As part of the future volume forecasts, CH2M HILL will develop future freight volumes along the 28th/24th Avenue South corridor to support the City's proposed freight route designation.

### **3.1.4. Future Conditions Analysis**

CH2M HILL will perform a year of opening (year 2016) and horizon year (year 2050) PM peak hour analysis for the no-build and build conditions for the study area intersections listed in Task 3.1.2. As part of the build condition analysis, the operational analysis will provide recommendations for the roadway channelization (turn pocket lengths) and intersection control/signal phasing for the 28th/24th Avenue South project. A qualitative assessment of the safety, non-motorized and freight uses along the corridor will also be conducted.



It is assumed this project will not construct any new traffic signals. The City of Des Moines and Beneroya development are assumed to design and construct the ultimate intersection control at S 208th Street/24th Avenue South intersection.

Future year volumes and analyses will be coordinated with other appropriate environmental discipline efforts.

### **3.1.5. Documentation**

CH2M HILL will compile, prepare, and review a Draft and Final Transportation Report for inclusion in the environmental documentation. CH2M HILL will assemble and submit 2 copies (including one unbound original) of the Draft and Final Traffic Reports to the CITY, WSDOT, Port of Seattle and the City of Des Moines for review.

#### **Deliverables:**

- DRAFT Traffic Analysis Report
- FINAL Traffic Analysis Report

## **3.2 Right of Way**

CH2M HILL will document the right of way impacts relevant to the Project. CH2M HILL will plan the right of way phase in accordance with WSDOT and FHWA funding standards, to include the study of potential relocations and documentation of findings in a relocation plan. For the purpose of this scope it is anticipated that there will be no relocation and, accordingly, a NO Relocation Plan will be prepared to meet federal requirements. If relocation needs are discovered this will be addressed in addenda to this contract.

CH2M HILL will prepare a table right of way impacts showing impacts to each affected parcel. This table will include type of acquisition, estimated cost of the acquisition, estimated labor and condemnation costs associated with each parcel.

## **3.3 Roadway**

CH2M HILL will develop conceptual level roadway plans. The conceptual level plans will show the project footprint to a level of detail adequate to identify right of way impacts and to assess storm water impacts.

## **3.4 Storm Water**

The CONSULTANT will identify existing stormwater features and collect available stormwater plans within the project area. Stormwater data such as basin plans, City roadway, WSDOT's SR509 project plans will be collected. Feasible types and locations, for storm water facilities including conveyance, detention/treatment facilities and related infrastructure will be identified. The CONSULTANT will coordinate with the CITY to evaluate and develop the conceptual storm water system design. The CONSULTANT will prepare an exhibit that illustrates the storm water system design that will be carried forward to the final design and include it in the Design Report.

Document the applicable stormwater regulations, standards, hydrology and hydraulic design criteria to be used in subsequent design. Issues such as levels of flow control and water quality treatment, analysis tools, and other significant technical assumptions will be documented in draft memorandum for CITY review and comment. CITY comments will be incorporated into the TSL memo in Task 5.2.2.

***Deliverables:***

- Final memorandum addressing City comments to be included in the 30% Design Report

### **3.5 Environmental Impacts**

CH2M HILL will document environmental considerations that are likely to impact the project. Considerations may include changed regulations or standards, permit requirements, and preliminary meetings and conversations with WSDOT, FHWA, Sound Transit, Port of Seattle and the public.

### **3.6 Utilities**

The CITY will develop an updated list of utility contact information. CH2M HILL will request data regarding known changes to utility infrastructure in the project area, along with updated record drawing information. CH2M HILL'S effort for this task will involve incorporating the updated record drawing information into the Pre-Design Report Update project basemap and documenting any expected change in project impacts that affect project costs.

### **3.7 Structures**

CH2M HILL will evaluate retaining wall types to support the proposed roadway embankment, considering forward compatibility with the future SR509 overpass. Preliminary staging and sequencing concepts for construction of the retaining walls will also be identified and evaluated.

### **3.8 Urban Design**

CH2M HILL will develop one urban design concept.

### **3.9 Project Phasing and Implementation**

CH2M HILL will develop an overall project phasing and implementation plan for the project. The plan will indicate potential construction phasing including durations for each phase and a narrative explaining the phasing plan and methods to implement each phase of the project. Up to three options will be considered.

### **3.10 Cost Estimates, Schedule, and Construction Phasing**

The CH2M HILL will prepare cost estimates, schedule, and construction phasing narrative to reflect current project information. This includes determining unit prices, and current/projected construction costs to reflect current market conditions and projected cost trends. As part of this task, CH2M HILL will:

- Determine material quantities
- Determine unit prices
- Confirm escalation and appropriate cost contingency

- Determine right-of-way costs
- Determine storm water system costs
- Determine engineering and environmental documentation costs
- Develop a project schedule
- Determine construction phasing

**Deliverable(s):**

- Budget-Level Project Cost Estimate, Schedule, and Construction Phasing Discussion

### 3.11 Project Analysis Memorandum

CH2M HILL will prepare draft and final versions of the Project Analysis document that summarizes the results of the technical work and documents the baseline project elements to be developed further during 30% design, and includes the following:

- Compilation of information and analysis
- Executive summary and comprehensive discussion of information
- Exhibits, tables, and plans (only those that were created as part of the Alternatives Development and Analysis)

**Deliverable(s):**

- Project Analysis Technical Memorandum with exhibits, maps, and tables. (draft: 2 unbound hardcopies; final: 1 unbound and 5 bound hardcopies, 5 electronic copies on CD).

## 4 Survey and Mapping

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This task involves field surveying to densify horizontal and vertical control within the project limits, collecting existing topographic features and producing a project basemap and Digital Terrain Model (DTM) to be used in preliminary design, and conducting additional survey work to supplement the basemap and DTM as the design progresses.

### 4.1 Survey and Construction Control

CH2M HILL will recover existing survey control monumentation. A field survey traverse will be performed to densify the existing horizontal and vertical control points and to establish additional survey control along the corridor and within the project limits. The survey control traverse will be reviewed for accuracy by the Survey Quality Control Lead and adjusted by the least squares method, constrained to original, pre-design phase survey control. Horizontal Datum will be NAD83/91, Washington State Plane Coordinates, North Zone, US Survey Feet. Vertical Datum will be NAVD 88, Feet. CH2M HILL will set up to 8, permanent control points, suitable for use during construction.

**Deliverables:**

Field survey and construction control plans, copies of survey field notes, ASCII file of control points.

## 4.2 Base Mapping

CH2M HILL will perform field surveying, note reduction and basemap preparation for the project area, and field locate the following within the project limits:

- Topographic features between the edge of pavement and existing buildings along the aforementioned streets, including any building faces, surface utilities and trees (deciduous trees 6-inch diameter and greater, and evergreen trees 4-inch diameter and greater), not previously located. Survey limits are 75 feet on each side of the 28<sup>th</sup>/24<sup>th</sup> proposed centerline.
- Topographic features within area outlined for design of the proposed Stormwater Detention Site(s).
- Locations of geotechnical borings.
- Utility paint markings.

The CONSULTANT will be responsible to call for utility locates. Locates will be obtained prior to the commencement of field survey for sub-surface utilities.

CH2M HILL will perform measure downs to collect invert elevations and pipe sizes of sanitary and storm sewer systems and obtain top of operating nut elevations on all water valves and compile the data into the basemap.

CH2M HILL will prepare a 1"=20' comprehensive base map adequate to support the design and cost analysis work performed in the design. The completed base map will be reviewed for accuracy by the Survey Quality Control Lead and any comments made during this review will be addressed and verified prior to release. Existing features to be compiled and shown include:

- Roadway, sidewalk, curb/gutter, structures, buildings, culverts, houses, poles, railroad tracks, signs, overhead and underground utilities, contours, ditches, streams, wetlands, trees, and other surface features
- Right-of-Way lines, Parcel lines, Roadway centerlines and Survey control points and benchmarks
- Wetland delineations

In addition to the considerations specified in the paragraph above, CH2M HILL will provide Supplemental Survey Services as detailed in Task 4.3.

### ***Deliverables:***

Design basemapping in AutoCad 2011 format with planimetric features and an InRoads compatible DTM surface sufficient to generate 2-foot contours.

Copies of field notes.

ASCII point files.

## 4.3 Supplemental Surveys

It is assumed that during the design phase, some level of supplemental survey may be necessary, and for purposes such as private property match/conforms, utility features, structure elevations, or features requiring more definition for design purposes. For budgeting purposes this task item has been estimated to not exceed 40-field crew hours. Any costs for

performing additional survey beyond 40-field crew hours, may be adjusted accordingly and approved by amendment before commencement of field activities.

**Deliverables:**

Supplemental design surveys, updates to basemapping.

## 5 30% Design

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Task 5, 30% Design, will advance the design of the Preferred Alternative from the work completed in the Project Analysis Memorandum. The Project Analysis effort established the concepts for roadway improvements, basic channelization, and conceptual designs for utility and drainage systems. This task will progress the major design elements to an overall 30% level, and perform specific activities to support this design level. The 30% Design effort will be expected to include modifying the design concept based on agency, stakeholder, and community input; these modifications will be assumed to be minor adjustments within the project limits described. Documentation of the 30% Design task will include the preparation of technical memorandum that assess project impacts and establish design criteria. Quantity takeoffs will be performed for each discipline under this task, which will be compiled in Task 12 Cost Estimating. Design coordination meetings to support the 30% design efforts are included in Task 8 Agency, Stakeholder, and Community Coordination.

### 5.1 Roadway Design

#### 5.1.1 Refinement of Preferred Alignments

The Recommended Preferred Alternative will be refined to reflect adjustments resulting from agency coordination. Once the topography and right-of-way survey has been completed and right-of-way centerlines and parcel lines are established in Task 4, CH2M HILL will adjust the horizontal alignments and finalize the roadway alignments and basic project footprint (pavement edges, curb lines, and sidewalk limits) for other disciplines to begin advancing design to the 30% level. CH2M HILL will utilize existing traffic counts provided by the City and forecasted traffic counts (provided by the PSRC), to confirm channelization needs and the layout will be revised to address traffic operations. CH2M HILL will develop vertical alignments for the 30% submittal based on the DTM derived from the topographic survey. CH2M HILL will also prepare preliminary grading and retaining wall alignments.

CH2M HILL will complete any preferred alternative refinements described in this task prior to initiating other 30% design tasks.

**Deliverable(s):**

- Horizontal and vertical alignment documentation.
- 30% Project Footprint Roll Plot

#### 5.1.2 Develop Roadway Plans

CH2M HILL will develop 30% Roadway Plans that include the following elements:

**Preliminary Horizontal and Vertical Alignment Plans (30%)**

CH2M HILL will prepare preliminary horizontal alignment plans at 1"=20' scale for the selected alternative. CH2M HILL shall prepare preliminary vertical profile drawings for the selected

alternative. Maximum superelevation rates will be noted on the drawings where applicable, superelevation diagrams will be produced in the final design phase. Preliminary horizontal and vertical alignment plans will be produced for the main roadways and cross streets.

#### **Typical Roadway Sections (30%)**

CH2M HILL will prepare preliminary Typical Roadway Section Plans not to scale (NTS) which are anticipated to consist of three (3) drawings for selected alternative and cross streets. The sections will denote roadway widths, sidewalks, and traffic lanes.

#### **Preliminary Paving and Grading Plans (30%)**

CH2M HILL will prepare Preliminary Paving and Grading Plans at 1"=20' scale for the selected alternative. The Plans will show dimensions for roadway outlines and sidewalks for the selected alternative. The Plans will also show curb returns, tapers, intersection layouts, proposed driveway access and other pertinent surface features, which are typically shown at the preliminary phase. A preliminary layout of property limits will be developed and shown in the form of cut/fill lines and property reconstruction limit.

#### **Preliminary Right-of-Way Needs (30%)**

Using the construction limits developed for the Paving and Grading Plans and the Drainage and Utility Plans, CH2M HILL will identify right-of-way needs, including acquisition areas, permanent easements and potential construction easements. Approximate square footage will be calculated for parcels identified for full and partial takes. The Preliminary Right-of-Way Needs Map/Plan will be developed at 1"=20' scale.

#### **Deliverable(s):**

- 30% Roadway Plans to be included in the 30% Drawing Set
- Preliminary Right of Way Needs map

### **5.1.3 Pavement Design**

CH2M HILL will prepare pavement designs for roadways that will be reconstructed. Evaluating existing pavement section strength (falling weight deflectometer [FWD] tests) is not included in this Scope of Work. Two pavement sections will be designed for the project limits, including the following:

- Flexible pavement design for 28<sup>th</sup>/24<sup>th</sup> Avenue
- Rigid pavement design for 28<sup>th</sup>/24<sup>th</sup> Avenue

The subgrade strength parameters (resilient modulus) will be provided under separate subtask. Traffic volumes, including percentage and classification of trucks, will be used from the information generated from the Traffic Analysis.

The pavement sections will be shown on the typical cross-sections as described under Task 5.1.2 Roadway Plans.

#### **Deliverable(s):**

- Pavement design memorandum to be included in the 30% Design Report

### **5.1.4 Roadway Design Documentation**

Following are the design documentation elements:

- **Update design criteria:** CH2M HILL will verify geometric design criteria for the project. The project design criteria will reference King County Design Standards; WSDOT Design Manual where applicable, and AASHTO 2004.
- **Design exceptions:** CH2M HILL will identify variances to design standards. These will be documented and presented in working review sessions with the appropriate reviewers to gain concurrence.

***Deliverable(s):***

- Updated project design criteria to be included in the 30% Design Report
- Design Exception Documentation to be included in the 30% Design Report

## **5.2 Stormwater Design**

This task involves preliminary stormwater engineering to develop a Type, Size, and Location (TS&L) memorandum and 30%-level stormwater plans. This task includes refining the stormwater system and selection of alternative storm drain, flow control and water quality facilities identified in task 3.4 (Screening of Storm Water) .

**Assumptions:**

- Project is located within the Des Moines Creek Basin and Basic Flow Control (Level One) is required.
- Design includes a total of one flow control/infiltration facility and one water quality facility
- The CITY will provide relevant stormwater basin plans and any agreements that may have been developed pertaining to the project.

### **5.2.1 TSL Memo Describing Stormwater Facilities**

Prepare a type, size, and location (TSL) analysis for stormwater flow control, water quality, locations. Results of the analysis will be documented in a technical memorandum up to five (5) pages in length.

Drainage profiles will not be prepared for the 30% plan set.

***Deliverables:***

- Draft Stormwater Criteria Memorandum to be included in the 30% Design Report
- Draft and Final Stormwater (TSL) analysis to be included in the 30% Design Report
- 30% Drainage Plans (plan view only) to be included in the 30% Drawings Set

## **5.3 Utility Design**

**Assumptions:**

Overhead utilities will be placed underground between S 208<sup>th</sup> Street and the existing north terminus of 24<sup>th</sup> Avenue.

Non-City Utilities Include:

- Puget Sound Energy – Distribution Power
- Puget Sound Energy – Transmission Power
- Comcast – Cable TV/ Fiber Optics
- CenturyLink Telephone
- Puget Sound Energy - Natural Gas
- Highline Water District
- Midway Sewer District

City Utilities Include:

- City of SeaTac- Storm Drainage

### **5.3.1 City Utility Relocation**

CH2M HILL will prepare preliminary utility relocation plans for City storm sewer and associated appurtenances within the project limits.

### **5.3.2 Incorporation of Non-CITY Utility Relocations/Extensions into Plans -**

CH2M HILL will develop a utility corridor plan showing the location for future utilities within the new roadway alignment. The corridor plan will be provided to affected utilities. CH2M HILL will coordinate with affected utilities to identify type, size and location of future utilities. No detailed design will occur at the 30% design stage. Non-City utility relocation will be designed and constructed by the respective utility owner.

#### ***Deliverables for Task 3.1:***

- 30% Utility Plans to be included in the 30% Drawings Set

## **5.4 Traffic Design**

This task involves preliminary planning of traffic signal modifications including confirmation with the CITY of design standards to be used with a signal modification design memo, preliminary pole locations and preliminary illumination plans.

#### **Assumption:**

- Traffic operations analysis and traffic data including freight data to support the traffic signal modification design will be provided by the CITY.

### **5.4.1 Signal Design**

CH2M HILL will identify pole locations and modifications at one intersection. Pole locations will be identified on the channelization plans. King County will review and approve all traffic signal modifications for the City.

### **5.4.2 Conceptual Illumination Design**

CH2M HILL will prepare preliminary illumination design plans as part of the 30% design package. The street lighting design will meet the Illuminating Engineers Society (IES) standards for a principal arterial roadway. King County will review and approve the lighting design for the City.

Illumination design will be based on the width of the roadway and potential for placing luminaries on the outside along the corridor segment. CH2M HILL will work with the CITY to determine the general layout and configuration type of light fixture(s) for the roadway and pedestrian lighting to be used on this project and model photometrics that match the chosen fixture. Use of LED lighting will be considered.

CH2M HILL will provide preliminary lighting designs for up to two design options that show spacing of luminaries for each option meeting lighting requirements. Design options will show the lane configuration, type of luminaire configuration, spacing between luminaries, and the light level results. Plan sheets will indicate luminaries' locations.



## **5.5 Walls and Structures Design**

This task involves preliminary structural engineering work to evaluate structures alternatives and to identify preferred structure types for the purpose of selecting retaining wall concepts to be carried forward into final design.

It is assumed that the SR 509 overpass bridge will be designed and constructed in a future WSDOT project, therefore this scope does not include bridge design. This preliminary design effort will include evaluation of construction phasing options for future build-out of 28<sup>th</sup>/24<sup>th</sup> Avenue when the SR 509 project is built. CH2M HILL will coordinate with WSDOT to obtain information on the the type, size, and location of future overpass structure(s) at the SR 509 interchange.

### **5.5.1. Data Collection and Review**

Assemble and review the data needed to perform the structures work elements including:

- Review of available site survey and geotechnical data.
- Review of existing reports, maps, utilities, plans, and other data pertinent to structures.
- Review proposed alternative roadway alignments, profiles, and related geometrics.
- Perform up to two (2) site visits for two (2) staff to photograph the site and identify potential conflicts with existing features.

### **5.5.2. Design Criteria**

Prepare structural design criteria in accordance with applicable AASHTO and WSDOT codes and standards.

### **5.5.3. Structural Studies**

Perform structural studies to evaluate and recommend the wall types to be carried forward into final design. Identify and evaluate concepts for up to three (3) wall alternatives for the purposes of selecting the preferred wall type, size, and location. Determine preliminary geometric requirements, elevations, clearances, and foundation types. Forward compatibility with the future SR509 overpass will be considered. Develop preliminary construction staging/sequencing concepts including requirements for temporary works, and identify existing site constraints. Identify advantages and disadvantages of each concept and potential constraints from a structural, constructability, and maintenance perspective. Develop comparative-level costs for the major cost elements of each alternative.

Coordinate development of the preliminary structures design with applicable disciplines as follows:

- Coordinate with the roadway and civil design engineers related to roadway geometry, construction staging, utilities, surveying and base mapping, and right-of-way impacts.
- Coordinate with the geotechnical engineer for establishing design criteria for soil loads and foundations, identification of foundation types, and selection of preferred foundations types for the retaining walls.
- Coordinate with WSDOT on development of WSDOT's design of the SR 509 interchange.

### **5.5.4. Structures Technical Memorandum**

Based on the preferred alternative identified during the structures alternatives study, develop preliminary structures layouts to be used for defining project cost and for establishing a basis for final design. CH2M HILL will define the geometric and structural requirements for the structures based on current site and survey data, roadway and other site constraints. Foundation design concepts for the structural elements of the project will be prepared in coordination with the project geotechnical engineer.

CH2M HILL will prepare a technical memorandum that summarizes the preliminary structures design and includes a budget-level cost estimate to assess the expected construction costs.

CH2M HILL will perform quality assurance/quality control (QA/QC) review that will consist of confirming technical feasibility and constructability of proposed solutions, review of the budget-level cost estimate, and review of the Structures Technical Memorandum.

**Deliverable:** Preliminary Structures Design Technical Memorandum

(Review and approval of the Structures Design Technical Memorandum will be by WSDOT)

## 5.6 Landscape & Urban Design

This task involves preliminary landscape architecture, and urban design work to develop 30%-level design plans for the roadway corridor, planting strips between the back of curb and sidewalk and the areas disturbed by construction to the ROW and/or in construction easements. This task includes the development, evaluation, and selection of plant material, irrigation type, water connection points, and wall aesthetic treatments and architectural elements for the purpose of selecting the concepts to be carried forward into final design and construction in subsequent phases of the project.

### 5.6.1 Landscape Design Report and Plans

CH2M HILL will prepare plans noting specific areas to be landscaped, the plant material palettes to be used, urban design elements, and infiltration pond to support an updated estimate of quantities.

**Deliverable(s):**

- 30% Landscape Plans to be included in the 30% Drawing Set

### 5.6.2 Urban Design

CH2M HILL will prepare up to 6 graphics to support the selection of hardscape/surface treatments, lighting and urban design treatments, and wall and bridge treatments.

**Deliverable(s):**

Up to 6 graphics to support selection of urban design features to be included in the 30% Design Report

## 5.7 Construction Phasing and Implementation

The Construction Phasing and Implementation task will look at how construction of the project can be phased. CH2M HILL will develop a concept for the sequencing of road construction and the maintenance of traffic. The concept will be described in a memorandum with accompanying exhibit maps.

**Deliverable(s):**

- Construction Phasing and Implementation Memo with exhibits to be included in the 30% Design Report

## 5.8 WSDOT Channelization Plans and Documentation

CH2M HILL will prepare channelization plans for submittal to WSDOT for approval. CH2M HILL will prepare supporting documentation for the Channelization plans. Documentation will consist of up to one (1) evaluate upgrade document and one (1) deviation request. It is assumed that CH2M HILL will respond to one (1) round of consolidated WSDOT comments.

## 5.9 VE Study Support

CH2M HILL will provide documents and plans in support of a value engineering study. Documents will be limited to those already prepared in other tasks. CH2M HILL will make available key staff members to provide assistance to the VE team. The CITY will hire the value engineering study facilitator, select and invite and compensate the value engineering team members and provide all facilities and refreshments during the course of the study.

## 5.10 Submittal – 30% Design Package

CH2M HILL will assemble the 30% plans into a single comprehensive plan set referred to as the 30% Drawing Set. CH2M HILL will assemble the 30% technical memorandum, supporting documentation, and opinion of costs (prepared under task 12) into a bound 30% Design Report with a title page, executive summary, and table of contents.

### ***Deliverable(s):***

- 30% Drawing Set (4 halfsize hardcopies, one PDF copy)
- 30% Design Report (4 hardcopies and one PDF copy)

# 6 Environmental Documentation

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The purpose of the Environmental Documentation Task is to confirm that the project complies with the requirements of the National Environmental Policy Act (NEPA) and of the Washington State Environmental Policy Act (SEPA), and as required assistance is provided to the City for regulatory permits and approvals required to construct the project, all within a timeframe that will allow the project to proceed on schedule.

### **Assumptions for Environmental Documentation**

The following assumptions apply to Task 6 in its entirety. Assumptions specific to each subtask are included within the subtask descriptions below.

- All work performed under this task will comply with NEPA, the current version of the WSDOT Environmental Procedures Manual,, and the current version of the WSDOT Local Agency Guidelines (LAG) Manual, M 36-63.01.
- Pending determination early in the project, it is assumed that the project will be classified as Class II in compliance with EPM Chapter 411. As Class II, the project will require a NEPA Documented Categorical Exclusion (DCE) consisting of a completed DOT Form 140-100 EF, Local Agency Environmental Classification Summary (ECS).
- The City's SEPA official will accept and adopt the NEPA approval, therefore no SEPA related task are identified or will be completed under this task.

- Investigation, analysis, and supplemental documentation beyond publicly available information will be performed only for resources for which existing information is not sufficient to determine the probable level of environmental impact.
- Work performed under Task 6 will provide analyses, text, and graphics necessary to finalize the ECS documentation
- Because the project is located in a developed urban environment, it is assumed that a detailed assessment of vegetation and wildlife resources and impacts will not be required. Descriptions of fish resources in the project area and potential impacts on fish populations and habitats will be based on the ESA documentation prepared under Task 6.3. No additional analysis related to fish, wildlife, or habitat will be required.
- Permit acquisition, including preparation of permit applications, is not included in the scope of work. CH2M HILL will provide permit support to the CITY as needed including development of any needed CAD drawings.
- Basic GIS mapping for use in the analysis will be completed as part of preliminary design tasks under this scope of work.
- The CITY will provide updated property ownership information from assessor maps and will obtain rights-of-entry if needed to allow site-specific environmental impact assessments.
- Draft work products other than the Draft Local Agency Environmental Classification Summary will include line numbers restarting on each page.
- CH2M HILL will attend meetings with WSDOT and/or FHWA to receive comments on draft work products. Up to two (2) meetings per discipline (5) are assumed at two (2) hours each for two (2) CH2M HILL staff. This is budgeted under Task 8.1.2.
- The schedule assumes the CITY, WSDOT, and FHWA will provide 3-week reviews for all products.
- CH2M HILL will be responsible for reproduction and distribution of the DCE documentation.
- All consultation with regulatory agency representatives, stakeholders, or other outside organizations and individuals will be approved, arranged, and led by the CITY.
- Public involvement with any other stakeholder groups, agencies, organizations or businesses is assumed to be limited to participation in the formal public meetings mandated as part of the permitting process.
- WSDOT will lead consultations with the tribes and other state and federal governmental agencies. If the tribes become involved during the cultural resources field survey or require reimbursement for services, reimbursement of tribal services are not included in this scope of work and will be paid directly by the CITY.
- CH2M HILL may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

## **6.1. Preliminary Draft Environmental Classification Summary**

CH2M HILL, in coordination with the CITY, will use DOT Form 140-100 EF, Local Agency

Environmental Classification Summary (ECS), to prepare a Preliminary Draft ECS as a starting point for agency consultation. CH2M HILL will use available existing information as the basis for preparing the Preliminary Draft ECS. This document will be submitted to the CITY for review, comment, revision, and approval prior to being distributed to participants in the Local Programs Office consultation meeting.

The Preliminary Draft ECS will be submitted to the CITY for review and comment by the CITY and other entities as determined by the CITY. Following review and comment, CH2M HILL will revise the Preliminary Draft ECS for approval by the CITY. The Preliminary Draft ECS as approved by the CITY will serve as the basis for the Local Programs Office consultation meeting.

***Deliverables:***

- Wetlands Reconnaissance Memorandum
- 1st Submittal of Preliminary Draft ECS
- Preliminary Draft ECS

## **6.2. Supporting NEPA Documentation**

**Assumptions:**

- Supporting documentation for the NEPA DCE documentation will consist of concise technical memorandums (TMs). For budgeting purposes, it is assumed that five (5) TMs will be prepared.
- Work performed will be based on publicly available information, supplemented as needed by site-specific information from the project study area. Topics not required to complete the NEPA DCE documentation will not be addressed.
- Topics to be covered by the TMs will be determined on the basis of guidance received during the Local Programs Office consultation (Task 8.1.2). It is assumed that resource components requiring analysis beyond routine information updates will be limited to the following:.

### **6.2.1 Cultural Resources**

CH2M HILL will conduct the National Historic Preservation Act Section 106 Cultural Resources Survey. Work will consist of the following tasks to comply with Section 106:

- CH2M HILL will prepare a draft Area of Potential Effects (APE) with proposed project elements superimposed for review and approval by the State and the SHPO at DAHP. Up to 2 Base maps to support the APE will be provided by CH2M HILL.
- CH2M HILL will conduct a site records and literature search at the DAHP and at other libraries, agencies, and historical societies/museums. The objective of the research is to develop an understanding of the historical context, land use patterns, and previously identified sites within the APE.
- CH2M HILL will conduct a pedestrian reconnaissance survey of the APE.
- CH2M HILL will inventory the historic built environment within the WSDOT-defined architectural APE, which will include properties over 50 years of age (based on the proposed construction end date). Any previously recorded cultural resources will be reviewed and updated. Newly identified resources will be documented. Once the resources are identified and recorded on DAHP-approved inventory forms, CH2M HILL will submit these forms to the WSDOT cultural resources program for review.
- Based on comments from the WSDOT cultural resources program, the forms will be revised

and CH2M HILL will submit the forms to the DAHP for registration and assignment of “trinomial” registration numbers to these newly identified resources. CH2M HILL will then evaluate the identified resources using standard criteria (36 CFR 800) to determine whether the resources are “eligible” for inclusion in the NRHP or the WRHP. CH2M HILL will recommend whether the project will affect the resources and whether the effects are adverse.

- These steps will be combined and documented in a single discipline report titled “Historic, Cultural, and Archaeological Resources Discipline Report.” FHWA/WSDOT will submit this report to the SHPO seeking “concurrence” with FHWA/WSDOT’s determinations of eligibility and effect.

#### **Assumptions:**

- WSDOT will conduct all government-to-government consultation with agencies, local governments, and tribal governments; CH2M HILL will participate in up to 2 meetings between WSDOT and agencies and local governments (SHPO, DAHP; etc.).
- The project area is primarily within areas of previous ground disturbance, In areas where there has been no previous ground disturbance subsurface testing will be required. CH2M HILL will complete up to 15 shovel probes within the project footprint. Shovel probes would be approximately 10 x 10 inches and additional subsurface work would be completed using a handheld auger.
- Architectural surveys will only be performed for those structures and buildings that have not been previously recorded. Any forms that have been recorded within the past five (5) years will not be updated unless conditions warrant.
- CH2M HILL assumes that up to 10 historic property inventory forms will be prepared. If additional historic property inventory forms are required, a scope and budget adjustment will be prepared to cover additional cost.
- No built environment properties will require survey, except for buildings.
- It is assumed that no Traditional Cultural Properties (TCPs) will be present within the APE and the report will not document or deal with TCPs.
- If there are historic properties (archaeological sites, historic buildings, a historic bridge, or traditional cultural properties) adversely affected by the project, a scope and budget adjustment will be needed to cover costs for CH2M HILL to assist FHWA/WSDOT by providing technical information and supporting documentation from the interested parties in negotiating resolution of the effects.

#### **Deliverables:**

- An electronic and three (3) bound paper copies of the draft Cultural Resources report in Adobe PDF.
- An electronic and ten (10) bound paper copies of the final Cultural Resources report in Adobe PDF.
- Washington State Historic Property Inventory forms (10 in total) for historic buildings or structures (submitted as hard copies and electronically)
- Determination of Eligibility (DOE) forms for any archaeological sites that appear to be eligible for listing in the NRHP (not included in cost estimate because negative findings are assumed).

## **6.2.2 Wetlands Evaluation**

CH2M HILL shall conduct the necessary studies to prepare a report that will address wetlands. This report will address the requirements of the U.S. Army Corps of Engineers (USACE),

Washington Department of Ecology (Ecology), Washington Department of Fish and Wildlife (WDFW), King County, and SeaTac:

- **Wetland Assessment Report.** This report shall document existing conditions for wetlands that are identified within the project limits.

The report will be appended to any applicable permit application documents to solicit approval for work through and near wetlands and buffers for this project.

### **Wetland Assessment Report**

The wetlands occurring within the project limits will be assessed and documented in a Wetland Assessment Report that will be provided to all regulatory agencies involved in issuing permits for the project. The area within 100 feet on both sides of the proposed roadway alignment will be evaluated directly (assuming property access is allowed) or indirectly (using remote assessment methods if property access is not allowed) for presence and condition of wetlands. Within undeveloped segments of the roadway alignment, it is assumed that CH2M HILL will have already surveyed the alignment and placed stakes or markers to define the alignment to be assessed.

The primary activities included in the wetland delineation are:

- Review existing available site information.
- Conduct a field investigation to delineate wetlands.
- Rate delineated wetlands per King County, SeaTac, and Department of Ecology requirements.

Prior to conducting field work, CH2M HILL will review available information, including National Wetland Inventory, King County Online Critical Areas Map Viewer, topography, King County soil survey and hydric soils list, and aerial photos. It is assumed for this work that indicators of wetland hydrology along the roadway alignment are obvious and that no additional groundwater monitoring is necessary to complete the wetland delineation.

CH2M HILL shall delineate wetlands in accordance with the 1997 Washington State Wetland Identification and Delineation Manual, the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual, and the 2008 Supplement to the USACE Wetland Delineation Manual. Small hand-dug holes will be excavated by CH2M HILL in and adjacent to each potential wetland to collect necessary information related to wetland delineation and rating. Information regarding vegetation, soils, and hydrologic conditions will be recorded on field data forms, which will be included in the delineation report. Wetland boundaries will be delineated, where applicable, with sequentially numbered flagging so that the boundaries can be subsequently surveyed. Wetland rating forms will be completed using Washington State Department of Ecology's (Ecology's) 2004 Washington State Wetlands Rating System-Western Washington to establish the rating of each wetland. The completed rating forms will be included in the delineation report.

CH2M HILL will survey wetland boundaries based on the flagging completed by the wetland biologist and be included in the project base mapping. This same base mapping will be used to prepare the figures that will be included in the Wetland Assessment Report.

### **Wetland Mitigation Memorandum**

CH2M HILL will prepare a memorandum to address any wetland impacts identified. The memorandum would summarize impacts and identify potential mitigation opportunities for the project if wetland impacts cannot be avoided through design. Depending on the impacts and mitigation needed, an amendment would be prepared for the CITY to authorize CH2M HILL to develop a mitigation plan.

**Deliverables:**

- An electronic and paper copy of the draft Wetland Assessment Report in Adobe PDF.
- An electronic and six (6) paper copies of the final Wetland Assessment Report in Adobe PDF.
- An electronic and paper copy of the draft Wetland Mitigation memorandum in Adobe PDF.
- An electronic and six (6) paper copies of the draft Wetland Assessment Report in Adobe PDF.

**6.2.3 Air Quality**

CH2M HILL will perform a quantitative carbon monoxide (CO) hot spot analysis on intersections in the study area using the WASIST screening model and traffic forecast data. The analysis will include signalized intersections that are currently at or forecasted to have a Level of Service (LOS) of D, E, or F. CO concentrations will be estimated for existing conditions, opening year build conditions, opening year no-build conditions, 2040 build conditions, and 2040 no-build conditions.

The air quality technical memorandum will present current air quality status in the project area, the methodology and results of the CO hot spot analysis, and a discussion of project-level conformity requirements.

The air quality technical memorandum will also include a qualitative section of mobile source air toxic emissions, greenhouse gas emissions, and emissions during construction.

**Assumptions:**

- The results of the analysis will demonstrate that the project will not cause or contribute to an exceedance of the National Ambient Air Quality Standards (NAAQS) and that project-level conformity requirements are met.
- Build and no-build traffic data will be provided by others for each signalized intersection for existing year, opening year, and 2040.
- The project AADT will be less than 140,000, and a quantitative MSAT analysis is not required
- Project construction will not last more than 5 years at a single location, and construction emissions calculations are not required.
- Any required specific engineering and traffic related data developed that are required to start this task will be provided by others.

**Deliverables:**

- An electronic and paper copy of the draft Air Quality technical memorandum in Word and Adobe PDF.
- An electronic and six (6) paper copies of the final Air Quality technical memorandum in Adobe PDF.



## 6.2.4 Hazardous Materials

CH2M HILL will conduct a regulatory agency database review to identify sites with potential hazardous substances that could have an effect on the environmental conditions of the project area. For the Hazardous Materials CH2M HILL will:

Obtain and review the results of a federal, state and local environmental database search provided by an outside environmental data service for listing of information on confirmed and suspected contaminated sites or nearby structures specified by the Section 8.2, Standard Environmental Record Sources of American Society for Testing and Materials (ASTM) E1527-05 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. Subject to the availability, CH2M HILL will review the following environmental records:

- Federal National Priority (NPL) Site List,
- Federal CERCLIS List,
- Federal RCRA CORRACTS TSD Facilities List,
- Federal RCRA non-CORRACTS TSD Facilities List,
- Federal RCRA Generators List,
- Federal ERNS List,
- Washington States' Lists of Hazardous Waste Sites Identified for Investigation or Remediation (State Confirmed and Suspected Contaminated Sites List (CSCL),
- Washington States' Landfill or Solid Waste Sites Lists,
- Washington States' Leaking UST Lists, and
- Washington States' Registered UST Lists

The evaluation will focus on sites that are within 1/4 mile from the alignment.

Based on the results of the regulatory database search, CH2M HILL will make a request to review site files maintained by the Washington Department of Ecology's Northwest Regional Office (Ecology). Site files made available by Ecology will be reviewed for information about current site environmental conditions.

The information gathered from the regulatory database and Ecology records review will be summarized in a technical memorandum. The technical memorandum may include the following:

- List of sites with potential for presence of contaminated and hazardous material/waste sites identified in the regulatory database search.
- Maps of potentially contaminated and hazardous material/waste sites identified in the regulatory database search overlay with the project footprint.
- Recommendations on sites that may require additional follow-up investigation such as a Phase I Environmental Site Assessment or Phase II Environmental Site Investigation.

### **Assumptions:**

- Soil, surface water, or groundwater sampling and chemical analyses are not included in this scope of work.
- Phase I and Phase II Assessments are not included in this scope of work.

### **Deliverables:**

- An electronic copy (in pdf format) and two copies of the draft technical memorandum.
- An electronic copy (in pdf format) and one final technical memorandum.

### 6.2.5 Noise Analysis

CH2M HILL will perform a quantitative noise analysis within the study area. The analysis will include existing baseline conditions and predicted changes in noise levels resulting from the new roadway segment between South 200th Street and South 208th Street. The analysis will determine whether the new roadway segment will increase noise levels above acceptable levels. Commercial and residential receptors will be modeled to predict noise impacts with the roadway in place and operating. If noise levels exceed acceptable levels appropriate noise abatement measures will be evaluated to effectiveness at locations where impacts are predicated to occur.

#### **Assumptions:**

- This scope of work assumes that noise monitoring and modeling, if required, will be conducted for no more than two (2) locations.
- Conceptual noise barriers will be evaluated as needed for up to 500 feet of the roadway.
- Detailed noise barrier design, if required, will be conducted under a separate budget and scope.
- Build and no-build traffic data will be provided by others to conduct the noise analysis
- Any required specific engineering and traffic related data developed that are required to start this task will be provided by others.

#### **Deliverables:**

- An electronic copy (in pdf format) and two copies of the draft Noise technical memorandum.
- An electronic copy (in pdf format) and one final Noise technical memorandum.

## 6.3. Endangered Species Act Compliance

CH2M HILL will prepare Endangered Species Act (ESA) documentation in accordance with standard methodologies, including the WSDOT EPM, WSDOT *Advanced Training Manual for BA Preparation*, and related guidance documents (e.g., WSDOT Instructional Letter 4020.02).

#### **Assumptions:**

- On the basis of existing information about the project and its setting, the only project effect likely to require ESA consideration is stormwater runoff from increased pollution-generating impervious surface (PGIS).
- Any project-related increase in stormwater runoff from PGIS will be fully mitigated by stormwater detention and/or treatment.
- Because the project will have No Effect on any species that is listed, or is a candidate for listing, as Threatened or Endangered, formal consultation with USFWS and NOAA Fisheries under ESA Section 7(a)(2) will not be required.
- A No Effect Letter will be prepared.

## **Approach:**

The No Effect Letter will include the following:

- A brief description of the proposed project and of the project action area where impacts are anticipated
- Information on the methods and timing of project construction
- A description of the target species and their habitats within the project action area
- An assessment of the potential impacts of the proposed project on the target species and designated or proposed critical habitats; and
- Justification for a No Effect determination.

CH2M HILL will obtain current official listings of federal candidate, proposed, and ESA-listed species that may be present in the vicinity of the project as provided by NOAA Fisheries and USFWS. CH2M HILL will obtain updated listings throughout the life of the project (typically species listings must be updated once every six months). CH2M HILL will research available literature to determine whether federally listed or candidate species (and/or their habitats) could occur in the project area and immediate surroundings. Information on any anticipated project-related change in pollution-generating impervious surface, stormwater runoff volumes, and stormwater treatment and/or detention will be evaluated. The preceding information will be used to prepare a No Effect Letter addressing potential impacts to plant, fish, and wildlife species that are listed, proposed for listing, or candidates for listing under ESA, and addressing impacts to critical habitats designated or proposed under ESA.

Information sources will include:

- species lists provided by NOAA Fisheries and USFWS
- the Washington Department of Fish and Wildlife (WDFW) Priority Habitats and Species Database
- fisheries information provided by WDFW (Salmon and Steelhead Stock Inventory; Salmon and Steelhead Habitat Inventory and Assessment Program), WSDOT, and the Washington Department of Ecology (Ecology)
- the Washington State Department of Natural Resources (WDNR) Natural Heritage Program rare plant database
- project design plans and specifications
- impact analyses prepared for this project as documented in the ECS, Environmental Checklist, and technical memoranda

CH2M HILL will submit a first draft of the No Effect Letter to the CITY for review and comment by the CITY and other entities as determined by the CITY. After incorporating revisions responsive to the reviewers' comments, CH2M HILL will submit the final No Effect Letter to the CITY.

### ***Deliverables:***

- 1st draft No Effect Letter
- Final No Effect Letter

## **6.4 NEPA Documented Categorical Exclusion**

### **Assumptions:**

- This subtask is contingent on the determination that the project is Class II.
- The DCE will consist of the completed ECS, the technical memorandums to support the DCE, and the presumptive ESA No Effect Letter prepared in Task 6.3.

### **Approach:**

CH2M HILL will finalize the Preliminary Draft ECS prepared in Task 6.1. Information used to revise and complete the ECS will be based on, and supported by, the technical memorandums prepared in Task 6.3 and the ESA No Effect Letter prepared in Task 6.3. CH2M HILL will confirm that the ECS contains current information to indicate the NEPA approaches for environmental review and documentation.

CH2M HILL will submit a first draft of the Final ECS for review and comment by the CITY and other entities as determined by the CITY. Following this review, CH2M HILL will incorporate revisions responsive to the reviewers' comments and submit the Final ECS to the CITY.

### **Deliverables:**

- 1st draft Final ECS
- Final ECS

## **6.5 Environmental Commitments**

CH2M HILL will develop and maintain a list of environmental commitments resulting from the environmental documentation tasks. This list will be updated and submitted to the CITY to assist in tracking and managing the project's environmental commitments.

### **Assumption:**

- The list of environmental commitments will be updated.

### **Deliverables:**

- List of environmental commitments in electronic format (Microsoft Word), along with one hard copy, to be updated and resubmitted to the CITY

## **6.7 Regulatory Permit Support**

### **Assumptions:**

- The task does not specify what permits will be prepared for the task and permit support will be based upon coordination with the CITY. Up to 4 permit applications will be prepared by CH2M HILL. Based upon currently known information of the project area permits that may be required for the project include:
  - Joint Aquatic Resource Permit Application to address the Clean Water Act Section 401 permit from the Army Corps of Engineers, a Clean Water Act Section 404 permit from the Washington Department of Ecology (Ecology), a Hydraulic Project Approval from the Washington Department of Fish and Wildlife.
  - NPDES Construction Stormwater General Permit from Ecology.
  - WSDOT General Permit from WSDOT
  - WSDOT Franchise Approval from WSDOT
  - Grading Permit from City of SeaTac

- Right-of-Way from City of SeaTac
- .
- One preapplication meeting, if required, will be held with CITY to determine required City of SeaTac permits.
- Coordination with the CITY will determine any potential deliverables that can be completed under the task budget.
- Any supporting documentation required for the permit applications will be prepared to support the NEPA DCE and no additional supporting documentation will be required.

**Approach:**

CH2M HILL will assist the CITY in the preparation of any Federal, State or Local permits as needed and based upon consultation with the CITY. The task includes CAD support in addition to the preparation of any permit applications.

**Deliverables:**

- Up to 4 draft permit applications for CITY review in PDF and electronic format.
- Up to 4 final permit applications for CITY submittal to agencies in PDF and electronic format.

TASK 7

## **7 Right of Way**

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Right of Way services including parcel calculations, legal descriptions, parcel maps, right of way plans, appraisals, review appraisals, negotiations, and coordination.

### **7.1 Records Research and Right of Way Calculations**

CH2M HILL will establish the existing right of way and centerlines for the following:

- South 208<sup>th</sup> Street
- South 204<sup>th</sup> Street
- 24<sup>th</sup> Avenue South
- 28<sup>th</sup> Avenue South

CH2M HILL shall calculate and establish right of way lines using assessor maps, recorded plats, and title report information. The CH2M HILL will obtain all required title reports and supporting documentation.

**Deliverables:**

- Right of way calculations and supporting documentation
- AutoCAD 2006 file of existing right of way lines and centerlines
- 12 title reports

### **7.2 Right of Way Field Surveys**

CH2M HILL will perform field surveys to locate controlling section corners, plat monuments, street right of way monuments, and property corners to facilitate calculations for section and

sub-section lines, parcel lines, and street centerline and right of way lines. CH2M HILL will incorporate this information into the basemap.

***Deliverables:***

Copies of survey field notes, ASCII file of right of way and section monuments

### **7.3 Right of Way Plans and Limited Access Plans**

CH2M HILL will develop right of way plans per WSDOT format showing right way way takes, permanent easements and adjustments to limited access lines as necessary.

***Deliverables:***

Right of Way plans

### **7.4 Right of Way Appraisals**

CH2M HILL will provide appraisal of property rights to be acquired Appraisals, with review appraisals, will be done on an acquisition valued at greater than \$25,000. The appraisal will be waived on any acquisition valued at less than \$25,000, and an Administrative Offer Summary (AOS) will be prepared. The City will review appraisals and set just compensation for all parcels for which offers to property owners will be made.

Up to 12 parcels will require appraisal reports of the site and impacted site improvements in the before and after conditions. All appraisals will be USPAP compliant, and will conform to WSDOT's short-form appraisal format. A review appraisal will be done on each appraisal.

### **7.5 Right of Way Review Appraisals**

CH2M HILL will provide 12 appraisal reviews of property rights to be acquired.

### **7.6 Right of Way Negotiations**

Negotiate acquisition of up to twelve (12) fee simple takes from primarily commercial properties impacted by the project. It is anticipated that one of the twelve parcels may be the acquisition of a wetland mitigation site to replace wetlands impacted by the project.

Work will also include negotiations to acquire rights of entry from the same twelve properties. In addition work will include negotiation to acquire rights of entry from two (2) additional properties without fee takes.

Review documents, files, maps, title reports, legal descriptions and other information provided. Errors, questions and clarifications will be reviewed and discussed.

Provide signature ready legal documents that will be used to convey fee or temporary construction easement rights for all parcels.

Maintain records, files, documents and reports in accordance with statutory and WSDOT guidelines and regulations.

Provide written status reports on a weekly basis. Provide verbal status reports on demand, as requested.

Prepare offer letters for all parcels. Explain the City's offer verbally and in writing.

Provide Administrative Settlement letters for all requested administrative settlements.

Provide acquisition and negotiation services for up to twelve (12) parcels, fee simple takes. Negotiate with each owner to acquire up to twelve (12) right-of-entry easements. It is assumed that right-of-entry easements will be acquired in conjunction with the fee simple negotiations. In addition work will include negotiation to acquire rights of entry from two (2) additional properties without fee takes. Negotiation agents will make at least 3 and up to 6 personal contacts of substance with each owner with the intent of reaching settlement for the conveyance of property or property rights needed from each parcel, working a maximum of 60 hours per parcel to negotiate and transmit files to the City. Work beyond 60 hours per parcel will be considered extra work. At the conclusion of negotiations parcels will be settled or negotiations suspended and the parcel given to the City Attorney to pursue eminent domain actions.

Prepare detailed written diaries for each parcel.

Transmit organized parcel files containing all pertinent information, documents, forms, diaries, and Disclaimer Statements.

Prepare a condemnation summary memo for any parcel that the CITY deems it is necessary to acquire through eminent domain.

Review title for each parcel and prepare Title Summaries for each parcel.

Prepare documents needed for clearing liens or encumbrances as noted above and provide them to the escrow agent along with the escrow agreement prepared for each parcel.

Provide the City with complete files at the close of negotiations for each parcel and will provide WSDOT Certification services .

**Assumptions:**

- The City will pay property owners and/or lien holders/encumbrances for any property or property rights acquired for this project, through the escrow closing process.
- The right of way subconsultant will process all utilities easements, permits and clearing of title.
- Transactions will be closed in escrow. Negotiation agents will prepare escrow agreements for each parcel to clear all encumbrances and parties in interest from each parcel.
- The Escrow Agent will be responsible for clearing title, lien removal and closing all parcels. The negotiating agent is not responsible for clearing title, lien removal or closing parcels
- Commercial parcels typically have multiple parties in interest. All parties in interest will be addressed in preparing documents for title clearance through escrow.
- There are no relocations on this project.
- Sign relocations will be considered cost to cure items addressed in appraisals and negotiations.
- Commercial parcels typically have multiple parties in interest. All parties in interest will be addressed in the negotiation process to clear owner/tenant/landlord interest and "ownership" in the parcel.
- All forms and conveyance documents will be WSDOT or agency-approved templates.
- The City will set just compensation for all parcels based on the appraisals and administrative offer summaries, from which offers to property owners will be made.

## **7.7 Air-Lease Agreement**

### **7.7.1 Air-Space Lease Agreement Coordination**

CH2M HILL shall attend up to 3 meetings with WSDOT/Port of Seattle and will define and determine the legal agreements needed for the City to build the project on WSDOT owned land or to lease land needed. A portion of this area of the project will ultimately be within WSDOT limited access air space. CH2M HILL will provide ongoing correspondence in support of preparing and processing the necessary right of way legal descriptions and exhibits for approval. This work is necessary to provide legal descriptions and exhibits in support of a City air space lease within the SR 509 right of way.

### **7.7.2 Air Space Lease Legal Descriptions**

Based on the agreed upon process and documentation needs determined in task 7.7.1, CH2M HILL shall prepare the necessary legal description(s) and exhibit(s) to support the air space lease agreement.

#### **TASK 8**

## **8 Agency, Stakeholder, and Community Coordination**

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This task consolidates agency, stakeholder, Tribal, and public consultation and coordination required for the engineering design process and for compliance with NEPA, SEPA, and Section 106 of the National Historic Preservation Act.

Work to be performed under this task also includes general administrative coordination with the key project review agencies and affected utility companies, as well as coordination to obtain engineering review and approval of project technical work. This work is for coordination with the pre-design update, 30%, 60%, 90% and 100% levels of design completion.

### **8.1 Stakeholder and Agency Coordination (CITY, Port of Seattle, WSDOT, Sound Transit, Property Owners, Utilities)**

CH2M HILL will coordinate the preparation and review of the project design work with CITY staff and applicable review agencies and stakeholders at the 30%, 60%, and 90% levels of design completion. CH2M HILL will provide copies of technical documentation to facilitate agency and stakeholder review and approval of the proposed project solutions. CH2M HILL will submit the draft design information at milestone deliverables to the applicable review agencies and stakeholders for review and comment. CH2M HILL will respond and adjudicate agency and stakeholder review comments and incorporate revisions.

CH2M HILL will assist the CITY to schedule, coordinate, and support project briefings and outreach to local, state, and federal elected officials and agency representatives, to identify key issues of concern to elected officials and agencies to be resolved, build support for the project



through resolution of key issues, and to coordinate construction activities with operations of other agencies.

### **8.1.1 City Coordination**

CH2M HILL will prepare for and attend up to two City Council meetings. CH2M HILL will prepare presentation graphics showing applicable project information. It is assumed these Council meetings would occur at the time of key milestone submittals (30, 60, 90, 100%)

CH2M HILL will assist the CITY in briefing elected officials by preparing briefing materials and by preparing summaries of issues, questions, and responses raised at each briefing that CH2M HILL attends.

### **8.1.2 Agency Coordination**

CH2M HILL will be responsible for coordinating, supporting, and attending meetings between project staff and review agency representatives, including scheduling, preparing meeting materials, and summarizing meeting discussion, issues, and follow-up activities.

#### **Local Programs Coordination**

##### **Assumption:**

- An initial meeting with WSDOT is necessary to discuss and determine the environmental documentation for the project. During or shortly following this consultation, the CITY and WSDOT will confirm the environmental classification of the project. The meeting will be attended by up to three (3) CH2M HILL staff.

CH2M HILL will attend meetings with WSDOT to receive comments on draft work products. Up to two (2) meetings per discipline (5) are assumed at two (2) hours each for two (2) CH2M HILL staff

##### **Approach:**

Per LAG Manual Section 24.2 and EPM Section 410.05(10), CH2M HILL will meet with the CITY, the WSDOT Local Programs Office, and possibly the SHPO and other agencies, as determined by the CITY, to accomplish the following:

- Confirm the lead and co-lead agencies.
- Identify cooperating agencies.
- Confirm graphically the approximate study area that is under consideration.
- Confirm the environmental documentation category of the project.
- Confirm what resource topics should receive emphasis in the updated Environmental Impacts Technical Memorandum.
- Clarify the probable Section 106 status of, and the level of documentation required for, older residential buildings that may require demolition.
- Review a preliminary project schedule.
- Determine any additional work necessary to complete the DCE, and establish a Negotiated Timeframe for completing the DCE and SEPA documentation.
- Confirm permit requirements for the project.

CH2M HILL will summarize the meeting in a memorandum to the CITY.

### **WSDOT Bridge and Structures**

CH2M HILL will attend meetings with WSDOT Bridge and Structures staff to confirm constraints, criteria and to receive comments on draft work products related to future compatibility with SR 509 and retaining walls affected by this project. Up to two (2) meetings are assumed at two (2) hours each for two (2) CH2M HILL staff

### **8.1.3 Property Owners**

CH2M HILL will prepare for and attend up to two Property Owner Meetings. CH2M HILL will prepare drawings and exhibits showing applicable project information. It is assumed these meetings will be an informal format and occur as needed during the design of the project.

### **8.1.4 Utilities**

CH2M HILL will coordinate with utility companies within the project area to identify utilities that require relocation. CH2M HILL will provide utility companies with project plans and information.

CH2M HILL will provide technical assistance to the CITY in support of the CITY's relocation agreement negotiations with the applicable utility companies.

CH2M HILL will coordinate with each utility company to confirm that their design is consistent and compatible with the roadway design.

## **8.2 Community Coordination**

### **8.2.1 Community Meetings**

CH2M HILL will assist the CITY with planning and conducting community meetings to help confirm that the community is informed about the project and has an opportunity to provide comments on it. Assistance to the CITY will include planning and providing logistic support for the meeting; preparing displays; stationing expert staff in the meeting room to answer questions; and preparing a Public Information Report summarizing the public information meeting. These meetings will be Open House format and occur at the time of selected key project milestones. The first community meeting will provide an overview of environmental information about the project vicinity and expected environmental effects of the grade separation, including a question-and-answer period. CH2M HILL will also present and solicit feedback regarding aesthetic treatment and urban design options.

#### **Assumptions:**

- CH2M HILL will prepare up to ten (10) boards and five (5) black and white and five (5) color handouts.
- Up to one hundred (100) participants will attend each meeting.

CH2M HILL will plan, assist the CITY with conducting, and document two (2) community meetings to be held in SeaTac. CH2M HILL will be responsible for the following tasks:

- Develop an event plan that describes the objective of the meeting, date and location, staff responsibilities, proposed materials, and advertising strategy
- Prepare, maintain, and supplement a distribution list of interested individuals to facilitate sending them information on the project
- Coordinate the meeting schedule and staffing with the CITY
- Prepare materials including handouts, comment forms, display boards, presentation, and other displays
- Arrange meeting logistics including, sign-in sheets, A/V equipment, and refreshments
- Coordinate meeting advertisements through such means as display advertisements, Web site, posters, post cards, newsletters, news releases, media briefings, community calendar announcements, and flyers to the project's distribution list
- Prepare a Public Information Report summarizing the public information/public scoping meeting

### **8.2.2 Public Information – Fact Sheets, Newsletters**

CH2M HILL will prepare one fact sheet and two project newsletters describing the project improvements, status, schedule, and contact information for the project. CH2M HILL will prepare originals for bulk mailings – which will be copied and mailed by the CITY.

#### ***Deliverables for Task 8:***

- Agendas and Meeting Minutes
- Information material targeted specifically for elected official or agency outreach, as requested by the CITY
- Summary documentation for each meeting between the CITY, agencies, stakeholders, and the public
- (1) Fact sheet and (2) Newsletters
- PowerPoint presentations and exhibit boards to support CITY council, community, agency, and stakeholder meetings.
- Community Meeting Plans, Materials, Documentation, and Equipment.

## **9 Contract Drawings**

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This final design task progresses the design from 30% level to preparing the 60% contract drawings for review, the 90% contract drawings for review, and 100% (bid ready) contract drawings. See Attachment A for sheet list by Discipline. In addition to preparing the contract drawings, CH2M HILL will maintain design documentation including design calculations. Quantity take-offs will be performed for each discipline under this task, to be compiled in Task 12, Cost Estimating.

#### **Assumptions:**

- The level of effort and fee estimate for this task is based on the number of sheets for each discipline as shown in the sheet list provided in Attachment A. The sheet list was prepared based on CH2M HILL'S current knowledge of the project scope and anticipated work elements. CH2M HILL shall consult with the CITY prior to developing any sheets if the actual number of required sheets varies from the original sheet count estimate. If the CITY and CH2M HILL concur that total number of sheets required to detail the project exceeds the original estimate, the budget for this task may be amended.

## 9.1 General

CH2M HILL will prepare the contract drawings in accordance with the CITY's design standards.

Unless otherwise noted or directed by the CITY, CH2M HILL will prepare all plan view sheets at a 1" = 20' scale.

CH2M HILL will prepare a cover sheet and an index of drawings. The list of plan sheet titles in the indices will exactly match the titles as they appear on the plan sheets. See Attachment A for preliminary list of the contract drawing sheets.

CH2M HILL will prepare a vicinity map showing the project limits. The vicinity map will include the beginning and ending of construction, stations, major cross streets, waterways, and critical areas.

CH2M HILL will prepare a sheet layout index for each scale used showing the sheet layout for the various disciplines. CH2M HILL will prepare general notes, abbreviations, and symbols sheet.

A summary of quantities depicting bid items quantities will not be included in the plan set.

## 9.2 Survey, Control and Alignment

CH2M HILL will prepare a set of alignment tables and plan sheets for survey control, monumentation, and alignments. The alignment tables will list necessary curve details for both existing and proposed centerline alignments. The plan sheets will include alignment centerlines, and horizontal and vertical control.

### ***Deliverables:***

- 60%, 90%, and 100% Survey Control, and Alignment Plans

## 9.3 Construction Staging

CH2M HILL will develop construction staging plans at a scale to show the project limits on two plan sheets, with the sheets repeated for the various stages of construction. The plans will include staging notes describing contractor requirements for maintaining traffic lanes, access to parcels, and maintenance of a work zone. The plans will also delineate specific areas of concern such as interfaces with other construction contracts, critical access requirements for individual properties, commitments made to adjacent property owners and businesses, and the CITY and other agency requirements. CH2M HILL will coordinate with the CITY, SeaTac School District's Transportation Division, and King County Metro to identify requirements for closures, detour and/or relocation of facilities for any transit route or facilities and specific roadways, and will include these requirements in the Construction Staging plans. The construction staging plans

prepared by CH2M HILL will serve as the basis for the contractor to bid the project and to prepare detailed construction staging and traffic maintenance plans.

## 9.4 Roadway

### **Assumption:**

- Design related meetings with the CITY to support the Roadway Design are quantified in Task 8.

### 9.4.1 Roadway Sections

Roadway sections will be developed for 28<sup>th</sup>/24<sup>th</sup> and side streets denoting roadway widths, sidewalks, medians, landscaping, pavement design, and traffic lanes.

#### ***Deliverables:***

- 60%, 90%, and 100% Roadway Section Sheets

### 9.4.2 Paving and Grading

CH2M HILL will prepare roadway modification plans that will show dimensions for roadway outlines and sidewalks. The plans will also show curb returns, tapers, intersection layouts, proposed driveway access, and other pertinent surface features. Property conform limits will be developed and shown in the form of cut-and-fill lines and property reconstruction limits. CH2M HILL will perform property interface design to existing terrain, including driveway grading, and identify retaining wall location and grading to match existing. Property interface design will be shown on the Paving and Grading plans.

Roadway Plans will include construction requirements for settlement issues identified in the Geotechnical Report.

#### ***Deliverables:***

- 60%, 90%, and 100% Paving and Grading Plans
- 60%, 90%, and 100% Paving Detail Sheets

### 9.4.3 Roadway Profiles and Superelevation

CH2M HILL will prepare vertical profile drawings for the main roadways and cross streets within the project area. Cross-slope diagrams will be included on the profiles.

#### ***Deliverables:***

- 60%, 90%, and 100% Roadway Profiles and Superelevation Sheets

### 9.4.4 Intersection Grading

Intersections in the project area will be prepared at 1 inch = 10 feet scale showing curb return alignment data for each leg of the intersection including tables with gutter elevations at PC, PT, quarter; grades, radius and length of curve.

#### ***Deliverables:***

- 60%, 90%, and 100% Intersection Grading Plans

## 9.5 Site Prep and Temporary Erosion and Sedimentation Control

Assumptions:

The construction contractor will prepare a Stormwater Pollution Prevention Plan (SWPPP) that is consistent with Dept. of Ecology requirements and incorporates the TESC plans. If the CITY determines that the SWPPP should be included in the project bid documents, the scope may be amended to include its preparation by CH2M HILL.

CH2M HILL will define the site prep and demolition activities, including items to be abandoned, salvaged, recycled or removed, and identify facilities that need to be protected during construction. Site Prep plans will include surface feature items, such as pavements (by type), sidewalk, curbs, walls, building structures and foundations and miscellaneous structures. Demolition required for utilities, drainage features, signing, striping, signalization and illumination will not be included in these drawings and will be shown on the relevant discipline drawings. Building remodeling is not included in the demolition drawings, these items will be addressed in the real estate agreements.

Temporary Erosion Control measures for the project will be shown on the Site Prep and TESC Plans. CH2M HILL will prepare temporary erosion control details which show erosion and sedimentation controls measures to be used for this project. These plans will not be included in the 60% submittal.

***Deliverables:***

- 90% and 100% Site Prep and Erosion Control Plans and Details
- 90% and 100% Erosion Control Details

## **9.6 Drainage**

This task involves preparation of final design plans and stormwater report for the project.

### **9.6.1 Gravity Drainage Plans and Details**

CH2M HILL will prepare plans and details for the gravity drainage design, including plan views of drainage pipes and structures, connections to the existing stormwater systems, stormwater treatment and flow control facilities, and nonstandard drainage details. These storm system layouts will include catch basin and manhole locations, and the details required to describe the stormwater facilities.

***Deliverables:***

- 60%, 90%, and 100% Drainage Plans and Details

### **9.6.2 Drainage Profiles**

These plans will include profiles for the gravity storm drains required within the project limits. Pipe elevations on all inverts, size, length, and type as well as drainage structures will be included. Profiles of the stormwater facilities will also be included. Existing and proposed utility crossings will be depicted based on pothole data and utility profiles.

***Deliverables:***

- 60%, 90%, and 100% Drainage Profiles

### **9.6.3 Stormwater Pond**

Separate plans and details for one combined water quality and flow control facility showing grading, typical sections and related pertinent details of the facility will be prepared.

***Deliverables:***

- 60%, 90%, and 100% Stormwater Pond Plans and Details

## 9.7 Utility

### 9.7.1 City Utility Relocation

CH2M HILL will prepare utility plans for City storm sewer, fiber conduit and associated appurtenances within the project limits.

### 9.7.2 Incorporation of Non-City Utility Relocations/Extensions into Plans -

Non-CITY utilities relocations and extensions will be designed and constructed by their respective owners.

CH2M HILL will compile plans from each non-CITY utility to be incorporated into the contract documents.

CH2M HILL will show the proposed locations of all non-CITY utilities on the Utility Plans.

### 9.7.3 Utility Potholing

CH2M HILL will develop a potholing program to verify existing utility location, depth and size. Critical pothole locations will be determined during the design phase and coordinated with the various utility owners. These critical locations will include locations where proposed utilities (storm drain, water, and the joint power/telecommunications trench) cross existing utilities that will remain. Documentation will consist of pothole location shown on plan drawings with additional information in tabular form. Tabular information will include utility type, size, location, depth and additional detail as determined. It is assumed that a no-fee permit will be required from the CITY to perform this work. Assume twenty (20) potholes will be performed.

CH2M HILL will subcontract with utility pothole company to perform utility locates. The utility pothole company will be responsible for obtaining a CITY permit, traffic control, utility locates prior to potholing, handling and disposal of materials, and recording pothole data. CH2M HILL will coordinate with the pothole company to confirm scope and schedule of utility locate work is completed as agreed with the CITY.

Potholing will be performed after the 60% submittal. Information gathered will be incorporated into the 90% plans and profiles.

#### ***Deliverables for Task 9.7:***

- 60%, 90%, and 100% Utility Plans, Profiles and Details
- 90% and 100% plans will include Pothole locations and a Pothole Data table showing

## 9.8 Walls and Structures

This task involves final design and contract documentation preparation for the retaining walls and miscellaneous structures.

#### **Assumptions:**

- All retaining walls will be standard Structural Earth (SE) walls. It is assumed that the walls will have aesthetic treatment using standard form liners and will not have artwork or other custom-designed aesthetic treatment.
- The SR 509 overpass bridge will be designed and constructed in a future WSDOT project, therefore this scope does not include bridge design.

- The following miscellaneous structures are assumed for the purposes of providing an allowance for an expected level of final design effort: signal pole foundations; sign foundations; and handrail/guardrails. A total of 6 drawings for miscellaneous structures is assumed.
- Design of the retaining walls within the WSDOT right-of-way will be designed in accordance with the WSDOT LRFD Bridge Design Manual (BDM) latest edition.
- All calculations, analyses, design, plans, specifications, and other project work will be prepared in English units.
- As part of the QA/QC process, a structural design check, a plans check, and a constructability review are included as part of this scope of work.
- Coordination with utility companies will be provided under other tasks. The CITY will provide CH2M HILL a list itemizing the arrangement, sizes, types, locations, mounting requirements, and other utility requirements for present and future utilities.

### 9.8.1 Wall and Structures Plans

CH2M HILL will prepare design drawings of retaining walls and miscellaneous structures for bidding and construction of the project. Drawings anticipated for this project are included in the attached Drawing List.

***Deliverables:***

- 60%, 90%, and 100% Wall and Structures Plans

### 9.8.2 Design Calculations

Prepare analysis and design calculations for the retaining walls and miscellaneous structures in accordance with the CITY-approved Design Criteria Memorandum. In addition, prepare quantity take-offs for structures items for the cost estimating performed in Task 12.

***Deliverables:***

- Wall and Structures Design Calculations at the 100% Design Submittal

## 9.10 Channelization

CH2M HILL will prepare plans and details for the channelization, including lane and edge stripes, stop bars, pavement markings, crosswalks, and geometry of striped medians and turn pockets. Limits of channelization will match paving limits and extended beyond paving limits to match extent of channelization modified due to construction staging and temporary traffic control.

***Deliverables:***

- 60%, 90% and 100% Channelization Plans

## 9.11 Traffic Plans

### 9.11.1 Illumination and Signing Design

CH2M HILL will prepare the illumination plans, and details in accordance with the CITY guidelines and the MUTCD. CH2M HILL will submit to the CITY a set of illumination plans showing proposed locations for the new illumination, wiring diagrams, and electrical hardware.



CH2M HILL will prepare quantity takeoffs, tabulations, and backup calculations for this work based on the CITY guidelines. CH2M HILL will coordinate with CITY staff to receive comments on each plan submittal and respond to each set of comments.

After coordination with the CITY and Puget Sound Energy (as specified in Task 8), and the type of light fixture(s) for the roadway and pedestrian lighting to be used on this project has been determined, CH2M HILL shall model photometric to match the chosen fixture.

CH2M HILL will prepare signing plans that show the location of new signs and associated sign design details. Signing will conform to the current edition of the MUTCD.

***Deliverables:***

- 60%, 90% and 100% Illumination Plans

### **9.11.2 Traffic Signal**

CH2M HILL will prepare the signal modification plans, and details in accordance with CITY guidelines showing proposed locations for the signal equipment, electrical hardware, and wiring diagrams for one intersection. It is assumed this location is South 200th Street and 26th Avenue South. CH2M HILL will prepare quantity takeoffs, tabulations, and backup calculations in accordance with CITY guidelines.

CH2M HILL will design signal system infrastructure for forward compatibility with the SR509 project to the future ramp termini locations to a level of design sufficient to determine conduit crossing locations and junction box locations.

Geotechnical investigations and signal pole foundation designs will be conducted as described in Task 9.

CH2M HILL will coordinate with CITY staff to receive comments on each plan submittal and respond to each set of comments.

***Deliverables:***

- 60%, 90% and 100% Signal Plans.

### **9.11.3 ITS and Signal Interconnect**

CH2M HILL will include ITS elements per direction from CITY staff and CITY standards. CH2M HILL will include the ITS plans as part of the roadway and signal plans. The CITY will provide standard details and specifications for the ITS system components.

## **9.12 Landscape, Irrigation and Urban Design**

This task involves final design and contract documentation preparation for the landscape, irrigation and urban design.

### **9.12.1 Landscape and Urban Design Plans and Details**

Landscape plans will be prepared to include the type, location and quantity of plant material for the streetscape, infiltration pond and pump station. Urban design elements will be located and called out on the detail sheets.

Detail sheets will be prepared that include details for items such as planting diagrams and urban design elements.

***Deliverables:***

- 60%, 90%, and 100% Landscape and Urban Design Plans and Details

## 9.12.2 Irrigation Plans and Details

Irrigation plans will be prepared that includes the layouts for project required irrigation for planted streetscape and drainage facilities areas. Landscape improvements will be coordinated with the drainage improvements.

Detail sheets will be prepared that include details for items such as connections for the irrigation lines to water and power sources.

### ***Deliverable(s):***

- 60%, 90%, and 100% Irrigation Plans and Details

## 9.13 Submittals (60%, 90%, and 100% Bid-Ready)

For each submittal (60%, 90%, and 100%) CH2M HILL will assemble the plans into a single comprehensive plan set.

### 9.13.1 60% Submittal

At the 60% review, 30% comments will be resolved and addressed.

#### ***Deliverables:***

- 60% Plans (4 fullsize and 4 halfsize hardcopies, 5 electronic PDF copies on CDs)
- 60% outline of technical specifications (as described in Task 11)
- 60% Opinion of Cost (as described in Task 12)

### 9.13.2 90% Submittal

At the 90% review, 60% comments will be resolved and addressed.

#### ***Deliverables:***

- 90% Plans (4 fullsize and 4 halfsize hardcopies, 5 electronic PDF copies on CDs)
- 90% draft special provisions and contract specifications (as described in Task 11)
- 90% Opinion of Cost (as described in Task 12)

### 9.13.3 100% Submittal

Final Plans: Drawings will be stamped and signed by the appropriate CH2M HILL team professional licensed in the State of Washington

#### ***Deliverables:***

- 100% Plans (1 fullsize 4mil Mylar Set)
- Electronic files AutoCAD 2011 format
- Final Special Provisions and Contract Specifications (as described in Task 11)
- Final Cost Estimate (as described in Task 12)

# 10 Geotechnical Engineering

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This scope of work covers geotechnical engineering services needed to support development of contract documents for the construction of retaining walls, utilities, stormwater ponds, signal pole foundations, and other road improvements associated with the project.

The geotechnical work includes geotechnical field reconnaissance and subsurface exploration required to better define subsurface conditions at major structure locations along the proposed alignment and at one stormwater pond location. This information will be needed for project planning and to determine preliminary structure and foundation types.

A phased approach for the geotechnical work is proposed. The first stage of the work will be conducted during the 30% Corridor Design phase of the project. This work will begin when the road alignment is selected and principle structures and facilities are conceptually sized and located. These features include:

- Roadway and sidewalks
- Retaining walls needed to support grade separated roadways and embankments
- Stormwater detention/treatment/infiltration pond

## **Assumptions:**

Geotechnical issues and assumptions for the project are discussed below. These elements will be coordinated with the Bridges and Structures scope of work. For budgeting purposes, the following summary of borings is assumed for the completed project; however, only about one half of the total number of borings will be completed during the preliminary 30% design. The remainder of the borings will be planned and completed after structure types and locations are better defined in order to confirm foundation conditions at actual structure locations.

- Numbers and depths of borings are provided for initial budgeting purposes only. The actual number of borings and depths will be reduced if uniform conditions appear to be present, or may be increased (upon approval by the CITY) if complex subsurface conditions are encountered or the complexity of design features warrants. The time and cost required for subsurface explorations is highly dependent upon site conditions as well and intangibles, such as access difficulty, right-of-entry limitations, traffic control limitations, and utility conflicts.
- Walls retaining up to 40 feet of embankment using native and imported soils are proposed along 28<sup>th</sup>/24<sup>th</sup>. It is assumed that MSE walls will be utilized to contain these fills.
- In total, up to 13 borings averaging 50 feet deep will be performed to support the design of retaining walls, sanitary sewer and storm sewer design(100% complete). The wall borings should be generally spaced between 100 and 200 feet, as recommended by AASHTO. About half of these borings will be targeted for completion in support of the 30% design.
- The preferred stormwater pond will be determined in the 30% Design tasks. Subsurface explorations at this location will consist of 1 boring if needed and 2 test pits, with an infiltration test conducted in or adjacent to one of the pits to verify the infiltration rate.

- In order to better understand and design around groundwater issues, piezometers in selected preliminary borings are proposed to define groundwater depths, gradient and fluctuation.
- Actual characteristics of subsurface conditions may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, underground conditions may occur that could affect total PROJECT cost and/or execution. The full extent of the subsurface exploration program to be implemented will be reviewed and discussed with the CITY to obtain CITY endorsement that the appropriate level of subsurface exploration is performed to reasonably manage project risks.

## 10.1 Subsurface Exploration and Data Report

CH2M HILL will complete site reconnaissance, subsurface exploration, and laboratory testing to produce information for preliminary geotechnical design of the project elements.

- Obtain and review existing information, coordinate and plan access and restoration for test holes, test pits, infiltration testing, and pumping test and identify features that affect other geotechnical design work elements.
- For planning purposes it is assumed that the subsurface exploration will consist of the following:
  1. Thirteen (13) test hole locations with drilling footage totaling up to 650 Lineal Feet (lf). The purpose of these test holes and laboratory testing of selected samples from the borings will be to establish a preliminary subsurface profile, develop preliminary soil design properties, and determine the groundwater elevation across the site. During the drilling program, Standard Penetration Tests (SPTs) will be conducted at intervals of 5 feet or at stratigraphic changes in soil. An automatic hammer may be used to conduct SPT's. Piezometers will be installed in the borings, in accordance with Washington State Department of Ecology Standards.
  2. Two (2) infiltration test at the preferred stormwater detention/treatment/infiltration site.
  3. Monitoring groundwater levels in the piezometers monthly for a period of one year.

A geotechnical engineer or engineering geologist will be provided during test hole drilling and test pit excavation to:

- Visually classify soils following ASTM methods
- Record blow counts during SPT's
- Collect and store samples of soil for laboratory testing and classification

The boring and test pit logs will include observations made by drilling crews during drilling. Depths at which groundwater is encountered will also be recorded. Test holes will be restored to grading and filling similar to the existing conditions.

Laboratory tests will be conducted on selected soil samples to determine gradation and moisture content of site soils. The actual number and type of tests will depend upon the materials encountered. For planning purposes it is assumed that the laboratory testing program will consist of the following:

Test Type	Number of Tests
Atterberg Limits	2
Moisture contents	50
Consolidation Tests	2
Unit weight	4
Grain size analyses	6
Percent passing number 200 sieve	6
Compaction tests	2
Hydrometer tests	2
Combined hydrometer and gradation tests	2
Soil resistivity and PH	2
Permeability of granular soils tests	2

**Assumptions:**

- CH2M HILL will obtain permits for drilling from the Washington State Department of Ecology.
- CH2M HILL will obtain permits from the CITY for any work within the CITY right of way.
- CH2M HILL will obtain the permits or approvals from WSDOT before working within the WSDOT right of way.
- CH2M HILL will stake boring, test pit, and well locations and make calls to One-Call or private locators for underground utility clearance.
- Equipment and labor to conduct the explorations and restore the site upon completion will be provided by CH2M HILL.
- Vehicular traffic control will be required at boring and test pit locations; CH2M HILL will develop traffic control plans and provide traffic control devices and flaggers.
- The soils are uncontaminated.
- Soil samples will be returned to the CITY within 6 months of the sampling date.
- The CITY has ownership of the piezometers and test wells and is responsible for their lawful abandonment at the completion of the project.
- CH2M HILL will survey the final exploration locations.
- Cultural resource monitoring is not required.

**Deliverables:**

- Geotechnical Data Report containing the boring and test pit logs, laboratory test results, and description of the exploration methods. The data report will also contain applicable logs and laboratory test results from previous geotechnical or hydrogeological explorations in the project vicinity, as well as published descriptions of site geology, unless the published geology is found to conflict with the results of the subsurface exploration. It is intended that the Geotechnical Data Report, containing the uninterpreted subsurface data from subsurface explorations, will become part of the construction contract documents.

## 10.2 Geotechnical Analysis and Report

CH2M HILL will perform engineering studies to provide preliminary geotechnical design recommendations for retaining wall types, permanent cut and fill slopes, and assumptions for temporary slopes which are pertinent to facility layout. The geotechnical studies for preliminary design will include:

- A review of observable existing site field conditions and available geotechnical information, including the results of available exploration and laboratory testing programs conducted in the vicinity of the Project.
- Review of project geology and seismology will be performed to determine peak ground accelerations and site soil category type. Peak bedrock accelerations will be determined from the 2008 AASHTO CD. Site category will be determined from SPT N values; a geophysical exploration to determine the shear wave velocity of site materials will not be performed. The potential for liquefaction, settlement, slope instability, and other phenomena associated with seismic loading of slopes, embankments, and foundation soils will be established.
- Estimation of stormwater infiltration rate at one pond site
- Determination of lateral earth pressures for walls.
- Evaluation of geotechnical considerations related to constructability.

CH2M HILL will prepare a geotechnical report summarizing the subsurface conditions and preliminary geotechnical recommendations for the project. The report is intended to be used in tandem with the Draft Geotechnical Data Report, so that data are not repeated in the recommendations report. The report will present:

- A summary of seismic design criteria.
- Subsurface interpretation and recommended preliminary soil properties for use in design.
- Descriptions of computational methods including assumptions made, results of computations, and recommendations regarding design. The conclusions regarding design will include recommendations for feasible and prudent foundations for structure foundations in each segment of the project.
- Recommendations for subsurface explorations and analyses to support final design.
- A summary of potential special foundation, wall, and pumping station construction considerations; this summary will identify geotechnical issues that could affect the methods and the costs of construction.

CH2M HILL will provide the draft Geotechnical Report to the CITY for review and comment. The comments will be incorporated into the final report and responded to in writing to verify resolution. The document length is assumed to be approximately 30 pages excluding appendices and attachments.

### **Assumptions:**

- The site is underlain by primarily granular soils and calculations of consolidation settlement and liquefaction susceptibility are not required.

### **Deliverable(s):**

- Geotechnical Design Report (Draft and Final)

## 10.3 Geotechnical Assistance in Preparation of Plans and Specifications

CH2M HILL will provide geotechnical consulting and assistance in the preparation of plans and specifications. CH2M HILL will also provide geotechnical constructability reviews of grading, structural, drainage, and utility relocation.

For planning purposes, the following activities were assumed to be part of this task:

1. A geotechnical discipline review of the 60% plans and 90% plans and specifications for correct interpretation of geotechnical recommendations.
2. Assistance with special provisions for:
  - MSE Wall design
  - Settlement monitoring

### **Deliverables:**

- Review comments pertaining to Plans and Specifications.

### TASK 11

## 11 Specifications

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CH2M HILL will use of the *WSDOT/APWA 2012 Standard Specifications* in preparing the contract documents as applicable to the project design. CH2M HILL will assemble the contract provisions including amendments, general special provisions, and special provisions for the project. A contract specifications outline will be prepared for the 30% final design submittal, with complete specification sections included beginning with the 60% submittal.

This task will include the preparation of the boilerplate provisions of the contract and Division 1 Specifications. *A sample boilerplate provisions will be provided by the CITY.*

### 11.1 30% Specification Outline

CH2M HILL will prepare an outline of applicable WSDOT general special provisions and project special provisions.

### 11.2 60% Project Specifications

CH2M HILL will prepare 60% project specifications. The document will include all identified general special provisions and project special provisions contained in the 30% specification outline. The document will not include general conditions or appendices.

### 11.3 90% Project Specifications

CH2M HILL will further refine the 60% project specifications. CH2M HILL will incorporate comments received from the City on the 60% project specifications. The document will include the City's general conditions and necessary appendices.

## 11.4 100% Project Specifications

CH2M HILL will prepare ad ready final specifications. CH2M HILL will incorporate remaining comments from the City, update WSDOT Amendments, labor rates and appendices to current versions.

### ***Deliverables:***

- Outline specifications with the 30% submittal
- Project specifications with the 60% submittal
- Project specifications with the 90% submittal
- Project specifications with the 1000% submittal

### TASK 12

## 12 Cost Estimating

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### **Assumptions:**

- Cost opinions in the 30%, 60%, 90% and bid-ready design submittals will follow the practices set for by the Association for the Advancement of Cost Estimating (AACE), Recommended Practice No. 17R-97. Budget-level cost estimates will include contingency factors as defined by the AACE document to account for project uncertainties that cannot be explicitly accounted for at the project's various engineering stages.
- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, CH2M HILL will have no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that might affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that might materially affect the ultimate project cost or schedule. CH2M HILL, therefore, will not warranty that the actual project costs, financial aspects, economic feasibility, or schedules will not vary from CH2M HILL'S opinions, analyses, projections, or estimates.

## 12.1 Quantities

CH2M HILL will compile quantities from different disciplines for the project into a single summary of quantities sheet. Quantity tabulation sheets will not be prepared.

## 12.2 Engineer's Estimate

CH2M HILL will prepare an engineer's estimate for the project at the 30%, 60%, 90%, and final levels of completion. The estimates will be prepared using the summary of quantity sheets with documented unit costs, lump-sum prices, and back up. The estimates will be submitted in hard copy and PDF Format.

### ***Deliverables:***

- One 30% design level estimate
- One 60% design level estimate
- One 90% design level estimate



- One final bid-ready design level estimate.

#### TASK 13

## **13 Major Milestone Reviews (30, 60, 90, 100%)**

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This task provides for a senior review of major work deliverables to be performed at the 30, 60, 90 and 100% submittals as defined in the Quality Management Plan. This task also provides for the senior review of the Environmental Documentation prepared in Task 6. These reviews will be performed after deliverables are assembled and before their submittal to the CITY. Quality control efforts and reviews will include the work performed by CH2M HILL and SUBCH2M HILLS. Routine checking of calculations, plan sheets, and other work, done as peer review on the various discipline items, is included in the scope of the individual tasks – and therefore not included in this Task.

#### ***Deliverables:***

- Review comments, to be formally documented, responded to, and filed in the Project Files.

#### TASK 14

## **Task 14 Services During Bidding**

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The CONSULTANT will provide services during the bid period. Services shall include preparation of addenda and supporting plan, specification, quantity changes, preparation of responses to bidder questions and review of bids.

#### TASK 15

## **Task 15 Management Reserve**

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A management reserve has been established for this project. Management reserve funds shall only be expended upon the written authorization from the City.

A. Drawing List

	30% Submittal	60%, 90%, & 100% Submittal	
Drawing Title	No. of Sheets	No. of Sheets	Comments
<b>General Plans</b>			
Cover sheet and Index	1	1	
General Notes, Legend, Abbreviations	1	1	
Survey Control Plan	1	6	
Alignment Data Tables	1	2	
<i>General plans: subtotal</i>	<b>4</b>	<b>10</b>	
<b>Construction Staging Plans</b>			
Construction Staging Plans	6	10	
<i>Construction Staging Plans: subtotals</i>	<b>6</b>	<b>10</b>	
<b>Roadway</b>			
Roadway Sections	3	3	
Paving and Grading Plans & Details	5	8	
Roadway Profiles & Superelevation	5	5	
Intersection Grading Plans	4	4	
<i>Roadway plans: subtotal</i>	<b>17</b>	<b>20</b>	
<b>Site Prep &amp; TESC Plans &amp; Details</b>			
Site Prep & TESC Plans & Details	10	10	
<i>Site Prep &amp; TESC Plans &amp; Details: subtotals</i>	<b>10</b>	<b>10</b>	
<b>Drainage</b>			
Drainage Plans & Details	10	10	
Drainage Profiles	10	10	
Stormwater Pond & Details	6	6	
<i>Drainage plans: subtotal</i>	<b>26</b>	<b>26</b>	
<b>Utility Plans &amp; Profiles</b>			
Utility Plans & Profiles	8	8	
<i>Utility Plans &amp; Profiles: subtotals</i>	<b>8</b>	<b>8</b>	
<b>Walls and Structures</b>			
Retaining Wall Plans	8	21	
Miscellaneous Structure Plans	0	6	
<i>Structural plans: subtotal</i>	<b>8</b>	<b>27</b>	
<b>Channelization</b>			
Channelization	6	6	
<i>Channelization: subtotals</i>	<b>6</b>	<b>6</b>	
<b>Signals, Illumination, ITS</b>			
Illumination and Signing Plans & Details	6	6	
Traffic Signal	3	3	
Signal Interconnect	5	5	
<i>Signals, Illumination, ITS plans: subtotal</i>	<b>14</b>	<b>14</b>	
<b>Landscaping, Irrigation &amp; Urban Design Plan and Details</b>			

	<b>30% Submittal</b>	<b>60%, 90%, &amp; 100% Submittal</b>	
<b>Drawing Title</b>	<b>No. of Sheets</b>	<b>No. of Sheets</b>	<b>Comments</b>
Landscaping, Irrigation	7	7	
Urban Design Plan and Details	6	6	
<i>Landscaping, Irrigation &amp; Urban Design Plan and Details: subtotals</i>	<b>13</b>	<b>13</b>	
<b>TOTAL</b>	<b>112</b>	<b>144</b>	

MONDAY, AUGUST 06, 2012

B.

*Attachment B Sample Invoice*

C.

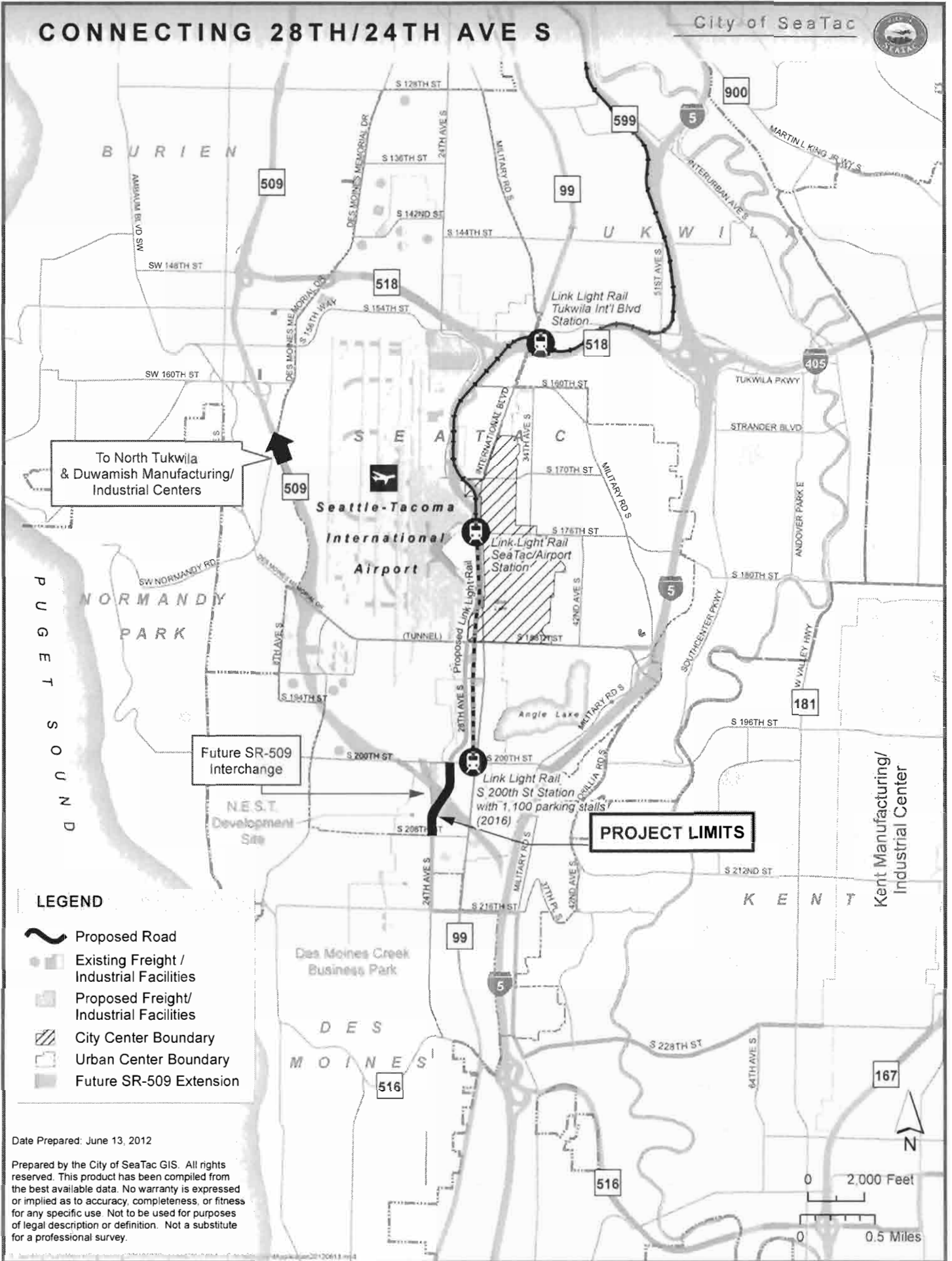
*Attachment C Schedule*

D.

*Attachment D Sheet Layout*

# CONNECTING 28TH/24TH AVE S

City of SeaTac



To North Tukwila & Duwamish Manufacturing/Industrial Centers

Future SR-509 Interchange

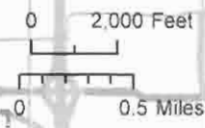
**PROJECT LIMITS**

## LEGEND

- Proposed Road
- Existing Freight / Industrial Facilities
- Proposed Freight/ Industrial Facilities
- City Center Boundary
- Urban Center Boundary
- Future SR-509 Extension

Date Prepared: June 13, 2012

Prepared by the City of SeaTac GIS. All rights reserved. This product has been compiled from the best available data. No warranty is expressed or implied as to accuracy, completeness, or fitness for any specific use. Not to be used for purposes of legal description or definition. Not a substitute for a professional survey.



# SeaTac City Council

## REQUEST FOR COUNCIL ACTION

Department Prepared by: PUBLIC WORKS

Agenda Bill #: 3445

**TITLE:** A Motion authorizing the City Manager to execute a professional services agreement to update the City's Surface Water Utility Plan.

<i>August 6, 2012</i>	
<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
<b>Date Council Action Requested:</b>	<u>RCM 9/11/2012</u>
<b>Ord/Res Exhibits:</b>	_____
<b>Review Dates:</b>	<u>CSS 8/14/2012</u>
<b>Prepared By:</b>	<u>Don Robinett, Stormwater Compliance Manager</u>
<b>Director:</b>	<u><i>Thomas J. ...</i></u> City Attorney: <u><i>Mary Mirante Barolo</i></u>
<b>Finance:</b>	<u><i>...</i></u> BARS #: <u>403.000.11.538.38.41.000</u>
<b>City Manager:</b>	<u><i>Todd ...</i></u> Applicable Fund Name: <u>Surface Water Management Utility</u>

3445

**SUMMARY:** This Motion authorizes the City to enter into a professional services agreement with Herrera Environmental for the purposes of updating the City's Surface Water Utility Plan, which has not been revised since 1997. Updating the plan assists in effective and efficient management of the utility, while meeting regulatory and community service levels. Furthermore, a current plan serves as a basis for evaluating the utility's finances.

**DISCUSSION / ANALYSIS / ISSUES:** Since the existing Surface Water Utility Plan was published in 1997, significant regulatory and programmatic changes have taken place making the existing plan out of date. The update of this document would include an evaluation of existing Surface Water Management (SWM) programs, as well as identify future program needs to address utility services, new regulations, and maintenance, repair and replacement of existing infrastructure. Some of the key issues that will be addressed in the utility plan are:

**Asset Management**

The City's existing stormwater infrastructure is aging. In some areas the system is 40 years old or more and is reaching the end of its life expectancy. It is necessary to understand our storm system inspection, repair and replacement costs to better manage this essential infrastructure to avoid system failure and subsequent damage to public and private property.

**Stormwater Capital Improvement Program (CIP)**

One component of the Utility plan is to identify and evaluate existing drainage issues within the City's stormwater system. The CIP chapter of the plan will also propose solutions to these issues and rank these improvement projects. Once the plan is complete, the CIP could be updated as necessary as the City becomes aware of additional drainage issues through its asset management program.

**Evaluation of Regulatory Impacts**

The 2013 – 2018 NPDES Phase II Municipal Stormwater permit includes new program requirements such as mandating the use of LID where feasible, as well as expansion of water quality and stormwater maintenance programs. A programmatic needs assessment will be conducted as a part of the utility plan update to identify program gaps which need to be addressed to meet the new permit requirements.

A detailed scope of work is attached. The negotiated scope and fee for these services are reasonable for the



level of effort and work anticipated for this project. The City's standard agreement form will be used. It is anticipated that the project will be completed in 2013.

**RECOMMENDATION(S)**: It is recommended that Council carry this Motion.

**FISCAL IMPACT**: City Council approved \$230,000 in the 2012 Budget for the purposes of updating the Surface Water Utility Plan and developing a rate study. Expenditures for this contract will not exceed \$205,334 without prior authorization. Costs will be funded from BARS account # 403.000.11.538.38.41.000.

**ALTERNATIVE(S)**: 1) Do not carry this Motion. 2) Delay passing this Motion. However, the delay will impact project deadlines and staff's ability to bring final products to Council prior to the 2014 budget update.

**ATTACHMENTS**: Scope of work

# ATTACHMENT A

## SCOPE OF WORK

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### CITY OF SEATAC SURFACE WATER COMPREHENSIVE PLAN DEVELOPMENT

The City of SeaTac (the City) has requested that Herrera Environmental Consultants (Herrera) prepare a scope of work outlining services that Herrera will provide in updating the City's Surface Water Comprehensive Plan (SWCP). The SWCP will build on the City's existing stormwater management program and known stormwater problems to ensure that the stormwater infrastructure, policies, and funding mechanisms will meet the City's stormwater management needs in the future. This scope of work includes a discussion of the activities, assumptions, and deliverables associated with the following tasks on this project:

- Task 1 – Review Existing Documentation
- Task 2 – Program Evaluation and Needs Assessment
- Task 3 – Update Stormwater CIP Projects
- Task 4 – Update Surface Water Comprehensive Plan
- Task 5 – Stakeholder Input and Public Involvement
- Task 6 – Project Management/Contract Administration
- Task 7 – Supplemental Services

#### **Task 1 – Review Existing Documentation**

Herrera will review applicable data, reports, studies, maps, and other information related to the City's stormwater management program, surface water resources, and capital improvement program (CIP) needs. Herrera will identify data gaps based on previous experience with SWCP and discussions with City staff. Herrera will review the following information, if available:

- 1997 Surface Water Plan
- 1999 and 2009 Surface Water Rate Studies
- 2008 Staffing Analysis
- 2008-2012 Annual Reports and Stormwater Management Program (SWMP) documents
- 2010 Stormwater Pollution Prevention Plan (SWPPP) for the City Maintenance Facility
- City Illicit Discharge Detection and Elimination (IDDE) and Erosion and Sedimentation Control Inspection policies
- City codes and ordinances pertaining to stormwater.
- City comments on the draft Phase II Permit
- Draft Capital Improvement Program 2010 – 2015, plus any additional project lists or records of stormwater problem areas
- 2013 – 2022 Transportation Improvement Program
- Draft Miller/Walker Creek Basin Plan and related studies
- Des Moines Creek Basin Plan

- Geographic information system (GIS) data including existing stormwater system, soils, water resources, utilities, land uses, aerial photos, streets, topography, zoning, tax lots, buildings, and private stormwater facilities.
- Water quality data from surface water or stormwater monitoring programs
- Record drawings (as-builts) for stormwater facilities that require rehabilitation or replacement (if applicable and available).
- Information on groundwater resources, including wellhead protection areas.
- A synthesized list of historic CIP and basin plan related stormwater projects. The list should identify incomplete projects, completed projects, success of the projects, and additional projects that are needed, if known.
- Information on planned developments or land use changes from the Community Development Department.
- Information on the City's existing storm and surface water operations and maintenance program.
- Existing modeling data on the City's stormwater system and drainage basins within the City, if available.
- Background information on the City's current stormwater utility fee and other information related to financial policy.

### **Assumptions**

- The City will provide all of the above information or will direct Herrera to readily available electronic data sources as appropriate.

### **Deliverables**

- E-mail communication to the City project manager summarizing information reviewed and identifying data gaps.

## **Task 2 –Program Evaluation and Needs Assessment**

### *Subtask 2.1 – Workshop with City and Herrera Staff*

Task 2 will be initiated with a kick-off workshop with City staff, including representatives from the Community and Economic Development Department and Public Works Department (including operation and maintenance [O&M] personnel). This workshop will help to establish a mutual understanding of the City's stormwater program needs between the City and the Herrera team. Herrera will develop a simple questionnaire for City staff to complete before this meeting to guide the workshop discussion. Workshop topics are expected to include the following:

- Overall stormwater program status (what is working and where is there room for improvement)
- Public and private facility inspection and maintenance
- O&M of City stormwater facilities and facilities in the right of way

- Pollution prevention procedures (street sweeping and catch basin cleaning)
- Areas and stormwater facilities in need of rehabilitation
- Opportunities and constraints related to implementing low impact development (LID) approaches
- Flooding and water quality issues
- Other information that City staff identify for comprehensive stormwater planning purposes, such as potential stormwater needs that could result from annexation of new areas, coordination with surrounding jurisdictions, etc.

This workshop will also serve as a forum for discussing goals and objectives for the City's stormwater program – e.g., beyond achieving regulatory compliance, what does the City want to accomplish with regard to stormwater flow control, water quality, and public education? Once input from City staff has been compiled and discussed, Herrera will use this information to identify and prioritize the City's needs and issues at a high level, laying the foundation for subsequent tasks.

*Subtask 2.2 – Needs Assessment*

Herrera will analyze the City's stormwater management program policies and procedures, and will focus on issues that are of the greatest concern to the City. Herrera will use the results of the workshop and data review to compare the status of stormwater program elements with regulatory drivers and internal City needs and requirements. Herrera will identify gaps in program coverage and work with the City to develop a plan that addresses those gaps. Herrera will assess options and needs to address gaps and needs in program coverage, such as additional funding, equipment, staffing, stakeholder concerns, budgetary needs, policy changes or updates, and planning considerations. The needs assessment will include an evaluation of the future full time equivalent (FTE) staffing needs of the City to implement capital and programmatic activities necessary over the next NPDES Phase II Municipal Stormwater Permit term (2013-2018) compared to current FTE levels.

Examples of important issues to address during this phase of the project include:

- Evaluating stormwater program needs based on current and pending Phase II Permit requirements
- Evaluating and refining methods for public and private stormwater facility inspections and maintenance (including policy development for when the City should spend utility funds on private storm systems)
- Developing a proactive repair and replacement program for aging stormwater infrastructure that addresses asset assessment and management
- Evaluating a programmatic change in budget allocation of resources from road funds to SWM funds, including an examination of the City's Transportation Improvement Plan and the financial implications of the Surface Water Utility in bearing the cost of stormwater elements within the transportation improvements.

- Evaluating the need for a water quality retrofit program
- Developing a more proactive CIP program
- Identifying problem drainage areas to be addressed through future CIP projects
- Assessing the need and, if applicable, assisting the City in the development of a City drainage policy for determining when and if the City should spend utility funds on private property.

**Assumptions**

- Up to 3 Herrera staff members will participate in the workshop. One 4-hour meeting is assumed.
- The City will identify and invite other City staff to participate in the workshop. Suggested attendees include representatives from Public Works (including O&M staff), Community and Economic Development, and Finance departments.
- The City will review a stormwater management program questionnaire, provided by Herrera, and provide consolidated feedback to Herrera at least 1 week prior to the workshop.
- The City will prepare full sized map plots if necessary to support discussion topics.
- The City will prepare any other supplemental graphic materials needed for the workshop. Herrera will review materials if requested.
- Up to three additional meetings will be scheduled with specific City and Herrera staff to discuss different aspects of the stormwater program that will be evaluated for this task.
- Herrera will develop draft meeting notes, summarizing the discussion during the workshop and subsequent meetings.
- The City will review and distribute meeting notes.
- This task does not include assistance with code amendment necessary to implement new programs (if applicable) or to meet new Phase II Permit requirements.

**Deliverables**

- Proposed agenda for workshop.
- Draft questionnaire for City staff to complete before the meeting.
- Up to 3 Herrera staff members will lead one 4-hour workshop with City staff.
- Draft meeting notes, summarizing the discussion during the workshop and subsequent meetings.
- List of recommended areas for CIP field investigation (to be performed in Task 3).

**Task 3 – Update Stormwater CIP Projects**

*Subtask 3.1 – Problem Evaluation and Solution Development*

Building from the discussions and information gathered in Tasks 1 and 2, Herrera will work with the City to evaluate specific drainage and water quality issues and develop solutions to incorporate into the CIP plan. The focus of the work on this CIP plan will be on identifying and evaluating known problems, developing and packaging solutions to identified problems, developing plans for repair and replacement of aging stormwater infrastructure, and prioritizing the solutions for integration into the financial rate analysis.

Herrera will conduct field evaluations of known problems areas identified by City staff during Task 2 and during an initial public meeting (see Task 5). Areas to be evaluated with additional field work may include known drainage problems, areas potentially suitable for LID, and areas identified as potential opportunities to improve stormwater management (e.g., through retrofit with flow control or water quality treatment facilities).

*Subtask 3.2 – Develop Concept Screening Level CIP Project Definitions, Cost Estimates, and Summary Sheets*

In collaboration with the City, Herrera will identify solution(s) for problems that can be solved cost-effectively using a CIP projects. The preliminary list of solutions will be provided to the City for review and discussion. Herrera will refine the preliminary list based on City input. After City approval, Herrera will develop CIP project concept design and cost estimates, and prepare a “project summary sheet” outlining the problem, proposed solution, and cost estimate assumptions. For those problems that cannot be solved with a capital project, Herrera will recommend programmatic steps that are needed (such as public education, business owner education, non-structural stormwater BMPs, development of a basin plan, etc.) to reduce or eliminate the problem, as well as planning-level cost estimates for the staff and resources needed to implement the programmatic solution.

*Subtask 3.3 – Prioritize CIP Projects*

CIP project prioritization helps ensure effective use of storm and surface water utility funding and the best possible service to the residents of the City. Herrera will work with City staff to develop a simple and clear CIP prioritization framework specific to the City. This framework will capture the most important issues for the City, and may include problem severity, project costs, direct project benefits, and both direct and indirect habitat improvements. Once approved by the City, Herrera will use this framework to prioritize and schedule the CIP projects in order to maximize effectiveness and simplify the adoption of the CIP plan.

**Assumptions**

- Two Herrera staff members will spend up to 40 hours total (including preparation and travel time) to visit stormwater features and other areas identified in Tasks 1 and 2.
- Field evaluation will be focused on a qualitative evaluation of important stormwater or natural features. Field measurements (e.g., pipe diameter, channel geometry) may be collected where features are readily accessible, but the field evaluation will not include any survey data, water quality sampling, or flow measurements.

- A City maintenance staff member and the City's project manager will be available to meet with Herrera staff to provide access and general field support as needed.
- Up to 15 problems will be included in the preliminary problem and solution list.
- Conceptual designs, cost estimates, and summary sheets will be developed for up to 10 CIP projects.
- If a problem area is evaluated, but a CIP project is not developed to address the issue, the recommended programmatic solutions and planning-level resource needs will be presented in the SWCP
- Cost estimates for the CIP projects will be prepared using unit price information and a cost estimate template that is agreed upon by the City project manager in advance of preparing the estimates.
- The CIP summary sheets and cost estimates will be subject to one round of revision prior to incorporation into the SWCP and all City review comments will be synthesized by the City project manager and consolidated into a single set of comments for each round of review. City review comments will be provided within two weeks of project summary sheet and cost estimate submittal.
- Additional iterative CIP project and cost refinement may be performed between the draft and final SWCP, as budget and schedule allows.
- Herrera will develop the graphics and figures for the CIP summary sheets.
- This task will not require any new hydrologic or hydraulic modeling.

### **Deliverables**

- Photographs and photo log from the site visits.
- E-mail summary of the field effort and recommendations for additional data collection, if appropriate.
- Prioritization framework that will provide guidelines for scheduling CIP projects.
- Up to 10 draft CIP project summary sheets, one for each CIP project developed in detail in this task. Herrera will submit electronic copies of the project summary sheets and cost estimates to the City for review and comment.
- Final versions of the project summary sheets and cost estimates will be prepared for inclusion in the SWCP prepared in Task 4.

### **Task 4 – Prepare Surface Water Comprehensive Plan**

Herrera will prepare a complete draft SWCP following an outline that will receive formal approval by the City project team. The report will outline all aspects of the City's stormwater management program to be implemented over the next NPDES permit term (2013 – 2018), with explicit discussion of the work performed in previous tasks.

The draft report will include several chapters, graphics, performance measures, and recommendations organized by topic area (e.g., applicable regulations, current status of City

stormwater programs, drainage problems and CIP projects, future needs and recommendations, public outreach and education issues, etc.), and will also describe linkages to other City programs. The report will be prepared in a manner that enables the City to readily post the plan on its web site.

Herrera will finalize the SWCP, incorporating comments received from the City, as well as comments from the stakeholders and the general public.

### **Assumptions**

- A Preliminary Findings and Direction Meeting will be held towards the beginning of the Task 4 that presents the preliminary findings of Task 1 and 2 to obtain input from City staff on the direction of the SWCP.
- Herrera will provide up to three example SWCP formats to the City.
- Up to two Herrera team members will meet with City staff twice (2 hour meetings at City offices assumed) to discuss comments received on the draft SWCP.
- The City project manager will be responsible for coordinating comments on the annotated outline and draft report by City staff, and will compile the comments for delivery to Herrera to enable Herrera to readily finalize the documents. City review comments will be provided within two weeks of the annotated outline and draft report submittal.
- The City's GIS Team will be responsible for providing the following GIS data (if available): existing land uses, hydrologic soil groups, drainage basins, known storm pipes and structures, and aerial photos. Herrera will be responsible for developing the figures which will be included in the SWCP.
- The City will provide photographs of public outreach and volunteer events (if available), stormwater staff and crews at work, and stormwater project accomplishments to be incorporated into the SWCP.

### **Deliverables**

- Up to three Herrera staff will attend the Preliminary Findings and Direction Meeting. Herrera will provide meeting notes to the City confirming the findings of the meeting.
- Annotated outline in Microsoft Word format that covers key SWCP contents including outcomes of the previous tasks.
- Herrera will submit the draft SWCP in Microsoft Word and Adobe Acrobat electronic file format to City staff for review.
- Herrera will submit the final SWCP in Microsoft Word and Adobe Acrobat electronic file formats. Herrera will also provide five bound hard copies of the SWCP (and appendices).

### **Task 5 – Stakeholder Input and Public Involvement**

Public involvement is a critical part of a SWCP, and indirectly is required as part of the public involvement process under the City's NPDES Phase II municipal stormwater permit. Private property owners, developers, representatives of the development community, and homeowner



associations will be more supportive of the SWCP and planning process if they feel that they understand the process and have been able to express their concerns during plan development.

This project will need to engage the public to seek input on issues of concern and priorities, and to inform the public of the steps that will be taken to prepare the SWCP and to then implement the plan. Herrera staff will meet with the City project team early in the project to strategize effective methods of public involvement (i.e., incentives) and to plan scheduling and logistics.

Herrera will lead the stakeholder input and public involvement task with support from the City as needed. This task will include hosting an informational table at a scheduled community event or leading a community meeting specific to the SWCP in the fall of 2012 to collect input on drainage problems, water quality issues, and stormwater retrofit opportunities. It will also involve hosting an informational table at scheduled community event or leading a community meeting specific to the SWCP in the spring of 2012 during the SWCP preparation process.

Along with preparation and attendance at two scheduled community events or community meetings, Herrera will prepare periodic updates on the planning process to be published through the City website and newsletter. Herrera will also develop flyers to advertise the opportunity to provide input on the SWCP, assist the City with reaching out to volunteer and community groups to garner support for the project, develop technical materials as needed to support the project, and prepare public outreach materials throughout the SWCP development process as needed. Finally, this task includes an initial presentation, mid-project presentation, and final presentation to City Council.

### **Assumptions**

- Herrera will assist the City with advertising for community events
- Two Herrera staff will collect input and comments at informational tables at two scheduled community events or community meetings (one in the fall of 2012 and one in the spring of 2013; each event is assumed to be up to 6 hours long)
- City staff will identify key stakeholder groups that should be targeted in the public involvement effort
- City staff will be responsible for scheduling a room for the community meetings (if needed)
- Herrera will prepare maps and other presentation materials to bring to the public meetings or community events.
- Up to 2 Herrera team members will participate in up to three City Council (each assumed to be 2 hours long)

### **Deliverables**

- Text for up to three project status articles for City distribution.
- Outreach materials describing the project for community events

- Attendance at two scheduled community events or community meetings (one in the fall of 2012 and one in the spring of 2013; each event is assumed to be up to 6 hours long)
- Attendance at up to three City Council meetings (each assumed to be 2 hours long)

### **Task 6 – Project Management/Contract Administration**

Herrera will be responsible for ongoing management and contract administration of this project, including preparing monthly invoices, as well as coordination of work efforts with the City's project manager (Don Robinett). Herrera's project manager and contract manager will have phone and e-mail contact with Don Robinett and other City representatives on an as-needed basis with regard to scope, schedule, budget, and invoicing issues.

This task also includes regular check-in meetings between the Herrera and City project managers, plus additional staff as needed. These are in addition to task-specific meetings outlined in previous tasks. Meetings will be a combination of in-person and telephone check-ins. Additional assumptions are outlined below.

#### **Assumptions**

- Initial kickoff meeting attended by up to three Herrera staff.
- Check-ins will occur on average every 2 weeks at a minimum.

#### **Deliverables**

- Kickoff meeting with City and Herrera staff
- Monthly invoices
- Monthly progress reports

### **Task 7 – Supplemental Services**

The nature of this project is such that additional technical needs may potentially arise that are pertinent to the overall scope of work. However, the specifics of these needs will not be known until some preliminary work has been accomplished. Examples needs could include:

- Follow-up tasks based on the program evaluation and needs assessment
- Developing additional CIP projects beyond the current scope
- Developing predesign reports to support future grant applications

Herrera will provide additional services as requested by and authorized by the City, subject to amendment of the approved scope of work. Herrera shall submit a scope of work amendment and corresponding budget estimate for Supplemental Services not covered in previous tasks as may be requested by the City. The City shall provide written authorization to proceed with any Supplemental Services prior to any such work being performed by Herrera.

**SeaTac City Council**  
**REQUEST FOR COUNCIL ACTION**

Department Prepared by: Human Resources

Agenda Bill #: 3446

**TITLE:** A Ordinance authorizing the execution of the 2012-2014 collective bargaining agreement with the Washington State Council of County and City Employees American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local #3830 and amending the City's 2012 budget.

<i>September 5, 2012</i>	
<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
<b>Date Council Action Requested:</b>	<u>RCM 9/11/2012</u>
<b>Ord/Res Exhibits:</b>	<u>Exhibit A—Proposed Collective Bargaining Agreement</u>
<b>Review Dates:</b>	<u>OPMA Exempt Meeting 7/24/2012 and 8/14/2012; CSS 9/11/2012</u>
<b>Prepared By:</b>	<u>Anh Hoang, Human Resources Director</u>
<b>Director:</b>	<u></u> City Attorney: <u></u>
<b>Finance:</b>	<u></u> BARS #: <u>Various</u>
<b>City Manager:</b>	<u></u> Applicable Fund Name: <u>Various</u>

*MR*

**SUMMARY:** The proposed Ordinance authorizes the execution of the 2012 through 2014 collective bargaining agreement between the City and AFSCME, Local #3830. In addition, the Ordinance amends the City's 2012 budget to reflect adoption of the new agreement.

**DISCUSSION / ANALYSIS / ISSUES:** The current labor agreement between the City of SeaTac and the AFSCME, Local #3830, representing non-exempt professional, technical and administrative employees of the City of SeaTac, expired on December 31, 2011. City and Union representatives have been negotiating a successor agreement since October, 2011. The parties reached a tentative agreement during the negotiation process on August 14, 2012. The Union membership has ratified the tentative agreement. The City Manager is seeking the City Council's approval of the collective bargaining agreement as negotiated and tentatively agreed with the Union. In addition, the proposed Ordinance amends the City's 2012 budget to appropriate the additional funds necessary to execute the collective bargaining agreement as adopted.

**RECOMMENDATION(S):** It is recommended that the Ordinance be adopted.

**FISCAL IMPACT:** For 2012, the total fiscal impact for the tentative agreement is estimated at \$176,292 for wage related increases and \$113,163 for health insurance premium increases, totaling \$289,455. During the 2012 budget development process, the Council factored into the adopted budget the full health insurance premium cost increase and a two percent (2%) cost of living adjustment (COLA) for employees of this bargaining unit. Therefore, it is necessary to appropriate additional funds, equivalent to \$78,354, to reflect the additional wage related costs of the Agreement.

By adopting this Ordinance, the City Council is also authorizing City Administration to include the anticipated personnel costs of the Agreement into the 2013-2014 biennial budget development process for Council's approval. In each of the 2013-2014 year, the proposed labor agreement will provide members of the bargaining unit with 95% of the CPI-W (Seattle/Tacoma/Bremerton, June index) for COLA and a longevity pay plan. In return, bargaining unit members have agreed to increase their own contribution towards medical insurance premiums for themselves and their family member(s) enrolled in the City's Regence medical insurance program by approximately one percent (1%) per year. The 2013 COLA is anticipated to be 2.57% (95% of the June CPI-W).

**ALTERNATIVE(S):** Do not adopt the Ordinance. However, if the Council rejects the tentative agreement, the entire contract will be sent back to the bargaining table to continue forth in the collective bargaining process.

**ATTACHMENTS:** None.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE of the City Council of the City of SeaTac, Washington authorizing the execution of the 2012 through 2014 collective bargaining agreement between the City of SeaTac and the Washington State Council of County and City Employees American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local #3830 and amending the City's 2012 Annual Budget.

**WHEREAS**, the Washington State Council of County and City Employees American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local #3830 has been certified as the bargaining representative for the non-exempt professional, technical and administrative employees of the City of SeaTac; and

**WHEREAS**, the City's most current collective bargaining agreement with AFSCME, Local #3830 governing wages, hours and working conditions for the covered employees provides for a term which expired on December 31, 2011; and

**WHEREAS**, the City and the bargaining representatives have negotiated a successor agreement, effective from January 1, 2012 through December 31, 2014, which incorporates agreed provisions and terms; and

**WHEREAS**, the AFSCME, Local #3830 has ratified the tentative agreement;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as follows:**

**Section 1.** The collective bargaining agreement for 2012 through 2014 by and between the City of SeaTac and the Washington State Council of County and City Employees American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local #3830, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference, is hereby approved, and the City Manager and Mayor are authorized to execute the same on behalf of the City.

**Section 2.** The 2012 Annual City Budget shall be amended to increase the expenditures by \$78,354 in the funds and amounts listed below:

<u>Fund/Fund Name</u>	<u>Amount of increased expenditure</u>
001/General	\$66,159
102/Street	\$ 5,184
307/Transportation Capital	\$ 3,274
403/Surface Water Management	\$ 3,737
TOTAL 2012 BUDGET ADJUSTMENT	\$78,354

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012, and signed in authentication thereof on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.


**CITY OF SEATAC**

\_\_\_\_\_  
Tony Anderson, Mayor

ATTEST:

\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Mary E. Mirante Bartolo, City Attorney

[Effective Date: \_\_\_\_\_]

[2012-2014 AFSCME Contract]

*PROPOSED*

**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 (30<sup>th</sup>) 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 be 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's 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 Health 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 Health 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.

<b>Medical Coverage</b>	<b>January 1, 2012 through December 31, 2012</b>	<b>January 1, 2013 through December 31, 2013</b>	<b>January 1, 2014 through December 31, 2014</b>
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 21<sup>st</sup> 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:

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

<u>Sixth and Seventh Years:</u>	employees accrue 15 days of vacation per year (5 hours per pay period). During the sixth and seventh years of employment, employees accrue 17 days of vacation per year (5.67 hours per pay period).
<u>Eighth and Ninth Years:</u>	During the eighth and ninth years of employment, employees accrue 18 days of vacation per year (6 hours per pay period).
<u>Tenth and Eleventh Years:</u>	During the tenth and eleventh years of employment, employees shall accrue 19 days of vacation per year (6.33 hours per pay period).
<u>Twelfth and Thirteenth Years:</u>	During the twelfth through thirteenth years of employment, employees shall accrue 20 days of vacation per year (6.67 hours per pay period).
<u>Fourteenth and Fifteenth Years:</u>	During the fourteenth and fifteenth years of employment, employees shall accrue 21 days of vacation per year (7 hours per pay period).
<u>Sixteenth Year and thereafter:</u>	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 (4<sup>th</sup>) day of July, Independence Day;
6. The first Monday in September, Labor Day;
7. The eleventh (11<sup>th</sup>) day of November, Veterans' Day;
8. The fourth Thursday in November, Thanksgiving Day;
9. The day immediately following Thanksgiving Day;
10. The twenty-fifth (25<sup>th</sup>) 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 31<sup>st</sup> 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 reimburse for all or part of the cost may only be used by the employee for work purposes. Other uniform or clothing allowance/reimburse 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 \_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF SEATAC**

**WASHINGTON STATE COUNCIL OF  
COUNTY & CITY EMPLOYEES,  
LOCAL 3830**

By \_\_\_\_\_  
Anh Hoang, Human Resources Director  
3830

By \_\_\_\_\_  
Eric Proctor, President, AFSCME Local

By \_\_\_\_\_  
Todd Cutts, City Manager

By \_\_\_\_\_  
Bill Dennis, Staff Representative  
AFSCME Council 2

By \_\_\_\_\_  
Tony Anderson, Mayor

Approved as to Form:

\_\_\_\_\_  
Mary Mirante-Bartolo, City Attorney

Attest:

\_\_\_\_\_  
Kristina Gregg, City Clerk

## ***Attachment A***

### **City of SeaTac AFSCME Represented Positions Salary Schedule**

<b><u>Position</u></b>	<b><u>January 1, 2012 Salary Range</u></b>	<b><u>July 1, 2012 Salary Range</u></b>
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*

## **Attachment B**

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*

## **Attachment B**

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

## Attachment B

*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 \_\_\_\_\_ day of November, 2012.

FOR THE CITY:

FOR THE UNION:

\_\_\_\_\_  
Todd Cutts, Interim City Manager

\_\_\_\_\_  
Bill Dennis, AFSCME Council 2 Staff Representative

\_\_\_\_\_  
Anh Hoang, Human Resources Director

\_\_\_\_\_  
Eric Proctor, AFSCME Local 3830 President

Approved as to Form:

\_\_\_\_\_  
Mary Mirante Bartolo, City Attorney

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

**I. Cross Departmental Positions**

**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. Department Specific Positions**

**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

### **Not in Series:**

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

**SeaTac City Council**  
**REQUEST FOR COUNCIL ACTION**

Department Prepared by: Human Resources

Agenda Bill #: 3447

**TITLE:** An Ordinance authorizing the City's personnel policies and non-represented Classification and Compensation Plan to be amended and to amend the City's 2012 budget.

<i>September 5, 2012</i>	
<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
<b>Date Council Action Requested:</b> <u>RCM 9/11/2012</u>	
<b>Ord/Res Exhibits:</b> _____	
<b>Review Dates:</b> <u>CSS 9/11/2012</u>	
<b>Prepared By:</b> <u>Anh Hoang, Human Resources Director</u>	
<b>Director:</b> <u><i>Anh Hoang</i></u>	<b>City Attorney:</b> <u><i>Mary Duarte Barolo</i></u>
<b>Finance:</b> <u><i>Ann [Signature]</i></u>	<b>BARS #:</b> <u>Various</u>
<b>City Manager:</b> <u><i>Todd [Signature]</i></u>	<b>Applicable Fund Name:</b> <u>Various</u>

*ML*

**SUMMARY:** The proposed Ordinance authorizes the changes to the City's Classification and Compensation Plan for non-represented employees to provide a three percent (3%) cost of living adjustment (COLA) effective January 1, 2012. In addition, the Ordinance amends the City's 2012 budget to reflect the full COLA.

**DISCUSSION / ANALYSIS / ISSUES:** Since 1993, the City Council has expressed a desire to provide a similar COLA to non-represented employees of the City to that of the general employees bargaining unit. The Council has recently approved a new contract for AFSCME employees which provides for a three percent (3%) COLA for 2012. Council's approval of the proposed Ordinance would provide for the same three percent (3%) COLA to non-represented employees of the City, and allow for the 2012 adopted budget to be amended as necessary to reflect the full anticipated cost of this COLA amount.

If this Ordinance is approved, any future changes to non-represented employees' salaries and/or benefits shall be reviewed during the City's budget development process. Proposed changes shall be presented to Council for amendment and/or adoption during the budget process.

**RECOMMENDATION(S):** It is recommended that the Ordinance be adopted.

**FISCAL IMPACT:** For 2012, the total fiscal impact for the proposed three percent (3%) COLA for non-represented employees is \$143,382. During the 2012 budget development process, the City Council factored into the adopted budget a two percent (2%) COLA, which was equivalent to \$95,588. By approving this Ordinance, the Council is authorizing non-represented employees a three percent (3%) COLA, and is authorizing the additional budget appropriation of \$47,794 to the various funds from which non-represented employees' salaries are paid in order to accommodate the full cost of the three percent (3%) COLA.

**ALTERNATIVE(S):** Do not adopt the Ordinance.

**ATTACHMENTS:** None.



**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE of the City Council of the City of SeaTac, Washington amending the Classification and Compensation Plan for non-represented employees and amending the City's 2012 Annual Budget.

**WHEREAS**, Chapter 2.65 of the SeaTac Municipal Code provides for a Classification and Compensation Plan for City employees, and for an annual review and re-adoption thereof; and

**WHEREAS**, the City evaluates City revenues and expenditures to include expenditures for employee salaries and benefits during the regular budget process; and

**WHEREAS**, review and adoption of the Plan is intended to ensure that City salaries and benefits are competitive with those offered by other public and private employers and to avoid loss of purchasing power resulting from inflation or increased costs of living; and

**WHEREAS**, the City Council has, since 1993, expressed and followed its intent to provide cost of living adjustments (COLA) for non-represented employees of the City by tying the same to the cost of living adjustment granted annually to the employees of the City represented by the American Federation of State, County and Municipal Employees (AFSCME), Local #3830; and

**WHEREAS**, a new collective bargaining agreement with AFSCME has been approved by the Council, which provides a cost of living adjustment for 2012 to the said represented employees in the amount equal to three percent (3%) effective January 1, 2012; and

**WHEREAS**, in order to address the need for a reasonable and fair compensation to non-represented City employees, and in accordance with long established policy, it is appropriate that

the same cost of living adjustment be granted to non-represented employees of the City, and that modification of the Classification and Compensation Plan be made accordingly.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as follows:**

**Section 1.** The salary ranges within the Classification and Compensation Plan for all the positions of the non-represented employees of the City shall be increased by the amount of three percent (3%) over current levels as a cost of living adjustment effective January 1, 2012.

**Section 2.** The 2012 Annual City Budget shall be amended to increase the expenditures by \$47,794 in the funds listed below as follows:

Fund/Fund Name	Amount of increased expenditure
001/General	\$39,309
102/Street	\$ 1,420
106/Transit Planning	\$ 584
107/Hotel/Motel Tax	\$ 2,701
307/Transportation Capital	\$ 1,563
403/Surface Water Management	\$ 1,915
501/Equipment Rental	\$ 302
<b>TOTAL BUDGET ADJUSTMENT AMOUNT</b>	<b>\$47,794</b>

**Section 3.** All previously approved Ordinance and personnel policy provisions related to non-represented employees' salaries and benefits shall remain in full force and effect except as revised herein. Any future changes to non-represented employees' salaries and benefits shall be reviewed during the City's regular budget process, and be included and made part of the City's budget for amendment and/or adoption by the City Council.

**Section 4.** This Ordinance shall not be codified within the SeaTac Municipal Code.

**Section 5.** This Ordinance shall be in full force and effect five (5) days after passage and publication.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012, and signed in authentication thereof on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF SEATAC**

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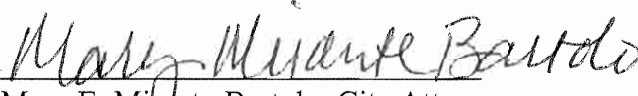
Tony Anderson, Mayor

ATTEST:

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Kristina Gregg, City Clerk

Approved as to Form:

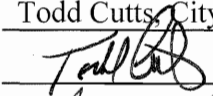

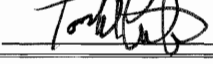
  
Mary E. Mirante-Bartolo, City Attorney

{Effective Date: \_\_\_\_\_}

**SeaTac City Council**  
**REQUEST FOR COUNCIL ACTION**  
**Department Prepared by: City Manager's Office**

Agenda Bill #:3453

**TITLE:** A Motion establishing a Fire Consolidation Exploratory Community Ad-Hoc Committee and appointing its members.

September 5, 2012	
<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Info. Only <input type="checkbox"/> Other	
Date Council Action Requested: <u>RCM 9/11/12</u>	
Ord/Res Exhibits: _____	
Review Dates: <u>February 24, 2012 City Council Retreat</u>	
Prepared By: <u>Todd Cutts, City Manager</u>	
Director: <u></u>	City Attorney: <u>Mary Miranda Baker</u>
Finance: <u></u>	BARS #: <u>N/A</u>
City Manager: <u></u>	Fund Name: <u>N/A</u>

MAB  
MAB

**SUMMARY:** This Motion establishes a Fire Consolidation Exploratory Community Ad-Hoc Committee and appoints its members.

**DISCUSSION/ANALYSIS /ISSUES:** In 2011, the City and the Kent Regional Fire Authority (RFA) explored the option of merging fire services with the Kent RFA. During this exploration, it was discovered that this was not a financially viable proposition for either party. At the February 24, 2012 City Council retreat, the Council discussed other avenues for potential fire services consolidation with the Kent RFA. Council agreed that the City and RFA should undertake a process to analyze the viability of the City contracting for fire services with the Kent RFA.

A consolidation task force was subsequently assembled, comprised of elected officials and employees from both the City and RFA. Work groups were assembled to report back to the task force on issues germane to the potential consolidation (operations, support services, fire administration, union, governance, and information technology). These works groups have been studying other fire departments/districts/authorities which have been consolidated in order to understand the issues and challenges associated with these efforts. This fall, the work groups will report out to the consolidation task force with the information they have learned. This information will help the consolidation task force to formulate a white paper which will recommend next steps to the City Council.

As part of the discussion at the February 24, 2012 Council Retreat, the City Council expressed a desire to engage the community during this process. This Motion establishes a Fire Consolidation Exploratory Community Ad-Hoc Committee and appoints its members. Both the City's residential and business communities are represented on this Committee. Information gathered during the exploratory process by the work groups will be shared with this Committee. Committee members will have the chance to ask questions and provide insights as part of the process. The Committee will share these insights with the consolidation task force regarding potential next steps in the consolidation process. The task force will reflect these insights in their report.

The following is a list of proposed committee members, as approved by Mayor Anderson:

- Citizen Representatives: Harry Higgins, Matthew York, and Manjit Singh
- Business Representatives: Brett Weiler, Alaska Airlines; Mark Blumenthal, Blumenthal Uniforms; and Roger McCracken, McCracken & Associates

**RECOMMENDATION(S):** It is recommended that this Motion be carried.

**FISCAL IMPACT:** The Ad Hoc Committee has no direct fiscal impact.

**ALTERNATIVE(S):** 1) Adopt the Motion with amendments; 2) Do not adopt the Motion.

**ATTACHMENTS:** None.