



# CITY OF SEATTLE

## City Council

### Agenda

Tuesday, June 18, 2024

2:00 PM

Council Chamber, City Hall  
600 4th Avenue  
Seattle, WA 98104

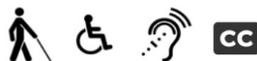
Sara Nelson, Council President  
Joy Hollingsworth, Member  
Robert Kettle, Member  
Cathy Moore, Member  
Tammy J. Morales, Member  
Maritza Rivera, Member  
Rob Saka, Member  
Dan Strauss, Member  
Tanya Woo, Member

Chair Info: 206-684-8809; [Sara.Nelson@seattle.gov](mailto:Sara.Nelson@seattle.gov)

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Council Chamber Listen Line: 206-684-8566

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# CITY OF SEATTLE

## City Council Agenda

**June 18, 2024 - 2:00 PM**

### **Meeting Location:**

Council Chamber, City Hall, 600 4th Avenue, Seattle, WA 98104

### **Committee Website:**

<http://www.seattle.gov/council>

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Members of the public may register for remote or in-person Public Comment to address the Council. Details on how to provide Public Comment are listed below:

Remote Public Comment - Register online to speak during the Public Comment period at

<https://www.seattle.gov/council/committees/public-comment>

Online registration to speak will begin one hour before the meeting start time, and registration will end at the conclusion of the Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair.

In-Person Public Comment - Register to speak on the Public Comment sign-up sheet located inside Council Chambers at least 15 minutes prior to the meeting start time. Registration will end at the conclusion of the Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair.

Submit written comments to all Councilmembers at

[Council@seattle.gov](mailto:Council@seattle.gov)

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. PRESENTATIONS**

**D. PUBLIC COMMENT**

*Members of the public may sign up to address the Council for up to 2 minutes on matters on this agenda; total time allotted to public comment at this meeting is 20 minutes.*

**E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:**

*Introduction and referral to Council committees of Council Bills (CB), Resolutions (Res), Appointments (Appt), and Clerk Files (CF) for committee recommendation.*

[IRC 441](#)

June 18, 2024

**Attachments:** [Introduction and Referral Calendar](#)

**F. APPROVAL OF THE AGENDA****G. APPROVAL OF CONSENT CALENDAR**

*The Consent Calendar consists of routine items. A Councilmember may request that an item be removed from the Consent Calendar and placed on the regular agenda.*

**Journal:**

1. [Min 477](#) June 11, 2024

**Attachments:** [Minutes](#)

**Bills:**

2. [CB 120798](#) AN ORDINANCE appropriating money to pay certain claims for the week of June 3, 2024 through June 7, 2024 and ordering the payment thereof; and ratifying and confirming certain prior acts.

**Appointments:****SUSTAINABILITY, CITY LIGHT, ARTS AND CULTURE COMMITTEE:**

3. [Appt 02877](#) Reappointment of Mikel Hansen as member, City Light Review Panel, for a term to April 12, 2027.  
**The Committee recommends that City Council confirm the Appointment (Appt).**  
**In Favor: 3 - Woo, Moore, Saka**  
**Opposed: None**  
**Attachments:** [Appointment Packet](#)
4. [Appt 02878](#) Reappointment of Kerry Lynn Meade as member, City Light Review Panel, for a term to April 30, 2027.  
**The Committee recommends that City Council confirm the Appointment (Appt).**  
**In Favor: 3 - Woo, Moore, Saka**  
**Opposed: None**  
**Attachments:** [Appointment Packet](#)
5. [Appt 02879](#) Reappointment of Joel Paisner as member, City Light Review Panel, for a term to April 30, 2027.  
**The Committee recommends that City Council confirm the Appointment (Appt).**  
**In Favor: 3 - Woo, Moore, Saka**  
**Opposed: None**  
**Attachments:** [Appointment Packet](#)
6. [Appt 02880](#) Reappointment of Oksana Savolyuk as member, City Light Review Panel, for a term to April 11, 2027.  
**The Committee recommends that City Council confirm the Appointment (Appt).**  
**In Favor: 3 - Woo, Moore, Saka**  
**Opposed: None**  
**Attachments:** [Appointment Packet](#)

## H. COMMITTEE REPORTS

*Discussion and vote on Council Bills (CB), Resolutions (Res),  
Appointments (Appt), and Clerk Files (CF).*

## CITY COUNCIL:

1. [CB 120795](#) AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the International Brotherhood of Electrical Workers Local No. 77 Construction Maintenance Equipment Operator Unit; and ratifying and confirming certain prior acts.

**Attachments:** [Att 1 - L77 CMEO Agreement](#)

**Supporting**

**Documents:** [Summary and Fiscal Note](#)

[Summary Att 1 - Bill Draft L77 CMEO Agreement](#)

2. [CB 120796](#) AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the International Brotherhood of Electrical Workers Local Union No. 77 Information Technology Professionals' Unit; and ratifying and confirming certain prior acts.

**Attachments:** [Att 1 - Local 77 ITP Agreement](#)

**Supporting**

**Documents:** [Summary and Fiscal Note](#)

[Summary Att 1 - Bill Draft Local 77 ITP Agreement](#)

**PUBLIC SAFETY COMMITTEE:**

3. [CB 120778](#) AN ORDINANCE relating to surveillance technology implementation; authorizing approval of uses and accepting the 2023 updated surveillance impact report and 2023 executive overview for the Seattle Police Department's use of Automated License Plate Reader technology.

**The Committee recommends that City Council pass as amended the Council Bill (CB).**

**In Favor: 4 - Kettle, Saka, Hollingsworth, Nelson**

**Opposed: None**

**Abstain: 1 - Moore**

**Attachments:** [Att 1 - Surveillance Impact Report \(SIR\)](#)

[Att 2 - SIR Executive Overview](#)

**Supporting**

**Documents:** [Summary and Fiscal Note](#)

[Amendment A](#)

[Amendment B](#)

#### **PARKS, PUBLIC UTILITIES, AND TECHNOLOGY COMMITTEE:**

4. [CB 120797](#) AN ORDINANCE relating to the Seattle Center Department; authorizing the Seattle Center Director to execute a Fourth Amendment to the Facility Use and Occupancy Agreement between The City of Seattle and the Seattle Repertory Theater; and ratifying and confirming certain prior acts.

**The Committee recommends that City Council pass the Council Bill (CB).**

**In Favor: 4 - Hollingsworth, Nelson, Kettle, Rivera**

**Opposed: None**

**Abstain: 1 - Strauss**

**Attachments:** [Att 1 - Facility Use and Occupancy Agreement with SRT](#)

[Att 2 - Fourth Amendment to Facility Use and Occupancy Agreement with SRT](#)

**Supporting**

**Documents:** [Summary and Fiscal Note](#)

[Summary Att 1 - Seattle Center Map](#)

#### **I. ITEMS REMOVED FROM CONSENT CALENDAR**

J. ADOPTION OF OTHER RESOLUTIONS

K. OTHER BUSINESS

L. ADJOURNMENT



Legislation Text

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**File #: IRC 441, Version: 1**

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June 18, 2024



## Introduction and Referral Calendar

List of proposed Council Bills (CB), Resolutions (Res), Appointments (Appt) and Clerk Files (CF) to be introduced and referred to a City Council committee

Record No.	Title	Committee Referral
<b><u>By: Strauss</u></b>		
1. <a href="#">CB 120798</a>	AN ORDINANCE appropriating money to pay certain claims for the week of June 3, 2024 through June 7, 2024 and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
<b><u>By: Nelson</u></b>		
2. <a href="#">CB 120801</a>	AN ORDINANCE relating to City employment; authorizing the execution of collective bargaining agreements between The City of Seattle and the International Brotherhood of Electrical Workers Local 77; and ratifying and confirming certain prior acts.	City Council
<b><u>By: Hollingsworth</u></b>		
3. <a href="#">CB 120800</a>	AN ORDINANCE relating to current use taxation; approving an application for current use taxation of property located at 4613 South Lucile Street under the King County Public Benefit Rating System.	Parks, Public Utilities, and Technology Committee
<b><u>By: Hollingsworth</u></b>		
4. <a href="#">Res 32136</a>	A RESOLUTION relating to Seattle Public Utilities; adopting a 2025-2030 Strategic Business Plan for Seattle Public Utilities; and endorsing a three-year (2025-2027) rate path and a subsequent, three-year (2028-2030) rate forecast to support the Strategic Business Plan Update.	Parks, Public Utilities, and Technology Committee
<b><u>By: Kettle</u></b>		
5. <a href="#">CB 120799</a>	AN ORDINANCE relating to street racing; adding the crime of racing; adding the traffic infraction of vehicle participation in unlawful racing; adding a new Section 11.58.440 to the Seattle Municipal Code; and amending Sections 11.20.230, 11.31.020, 11.31.121, 11.56.120, and 12A.09.020 of the Seattle Municipal Code.	Public Safety Committee
<b><u>By: Woo</u></b>		
6. <a href="#">CB 120802</a>	AN ORDINANCE relating to the City Light Department; authorizing the execution of a two-year agreement with the Port of Seattle for the construction of system improvements associated with Terminal 46 and the Pier 66 Shore Power	Sustainability, City Light, Arts and Culture Committee

Project and negotiation and execution of an operations agreement.



Legislation Text

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**File #:** Min 477, **Version:** 1

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June 11, 2024

# SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor  
Seattle, WA 98104



## Journal of the Proceedings of the Seattle City Council

Tuesday, June 11, 2024

2:00 PM

**Council Chamber, City Hall**

**600 4th Avenue  
Seattle, WA 98104**

### **City Council**

*Sara Nelson, Council President*

*Joy Hollingsworth, Member*

*Robert Kettle, Member*

*Cathy Moore, Member*

*Tammy J. Morales, Member*

*Maritza Rivera, Member*

*Rob Saka, Member*

*Dan Strauss, Member*

*Tanya Woo, Member*

*Chair Info: 206-684-8809; [Sara.Nelson@seattle.gov](mailto:Sara.Nelson@seattle.gov)*

**A. CALL TO ORDER**

The City Council of the City of Seattle met in the Council Chamber in Seattle, Washington, on June 11, 2024, pursuant to the provisions of the City Charter. The meeting was called to order at 2:01 p.m., with Council President Nelson presiding.

**B. ROLL CALL**

**Present:** 7 - Kettle, Moore, Morales, Nelson, Saka, Strauss, Woo

**Late Arrival:** 2 - Hollingsworth, Rivera

**C. PRESENTATIONS**

There were none.

**D. PUBLIC COMMENT**

The following individuals addressed the Council:

Jason Ogulnik

*Councilmember Hollingsworth joined the meeting at 2:03 p.m.*

Arianna Riley  
John Stamstad

*Councilmember Rivera joined the meeting at 2:06 p.m.*

Kathleen Brose  
Shannon Bernier  
Jared Essig ben Noah  
Calvin Emerson  
Bennett Hoselten  
Emma H.  
Alex Kim

**E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:**

[IRC 440](#)

**June 11, 2024**

**By unanimous consent, the Introduction & Referral Calendar (IRC) was adopted.**

**In Favor:** 9 - Hollingsworth, Kettle, Moore, Morales, Nelson, Rivera, Saka, Strauss, Woo

**Opposed:** None

**F. APPROVAL OF THE AGENDA**

By unanimous consent, the City Council Agenda was adopted.

**G. APPROVAL OF CONSENT CALENDAR**

Motion was made by Council President Nelson, duly seconded and carried, to adopt the Consent Calendar.

**Journal:**

- 1. [Min 476](#) **June 4, 2024**

**The item was adopted on the Consent Calendar by the following vote, and the President signed the Minutes:(Min):**

**In Favor:** 9 - Hollingsworth, Kettle, Moore, Morales, Nelson, Rivera, Saka, Strauss, Woo

**Opposed:** None

**Bills:**

- 2. [CB 120794](#) **AN ORDINANCE appropriating money to pay certain claims for the week of May 27, 2024 through May 31, 2024 and ordering the payment thereof; and ratifying and confirming certain prior acts.**

**The item was passed on the Consent Calendar by the following vote, and the President signed the Council Bill:**

**In Favor:** 9 - Hollingsworth, Kettle, Moore, Morales, Nelson, Rivera, Saka, Strauss, Woo

**Opposed:** None

**H. COMMITTEE REPORTS**

There were no Committee Reports.

**I. ITEMS REMOVED FROM CONSENT CALENDAR**

There were none.

**J. ADOPTION OF OTHER RESOLUTIONS**

There were none.

**K. OTHER BUSINESS**

By unanimous consent, Councilmembers Moore and Strauss were excused from the June 18, 2024 City Council meeting.

**L. ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 2:25 p.m.

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**Jodee Schwinn, Deputy City Clerk**

**Signed by me in Open Session, upon approval of the Council, on June 18, 2024.**

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**Sara Nelson, Council President of the City Council**



Legislation Text

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**File #:** CB 120798, **Version:** 1

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**CITY OF SEATTLE**

**ORDINANCE \_\_\_\_\_**

**COUNCIL BILL \_\_\_\_\_**

AN ORDINANCE appropriating money to pay certain claims for the week of June 3, 2024 through June 7, 2024 and ordering the payment thereof; and ratifying and confirming certain prior acts.

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

Section 1. Payment of the sum of \$27,659,681.70 on PeopleSoft 9.2 mechanical warrants numbered 4100809380 - 4100812528 plus manual or cancellation issues for claims, e-payables of \$72,114.24 on PeopleSoft 9.2 9100014512 - 9100014537, and electronic financial transactions (EFT) in the amount of \$84,523,345.25 are presented to the City Council under RCW 42.24.180 and approved consistent with remaining appropriations in the current Budget as amended.

Section 2. Payment of the sum of \$63,410,190.05 on City General Salary Fund mechanical warrants numbered 51402233 - 51402944 plus manual warrants, agencies warrants, and direct deposits numbered 240001 - 242958 representing Gross Payrolls for payroll ending date June 4, 2024, as detailed in the Payroll Summary Report for claims against the City that were reported to the City Council June 13, 2024, is approved consistent with remaining appropriations in the current budget as amended.

Section 3. RCW 35.32A.090(1) states, “There shall be no orders, authorizations, allowances, contracts or payments made or attempted to be made in excess of the expenditure allowances authorized in the final budget as adopted or modified as provided in this chapter, and any such attempted excess expenditure shall be void and shall never be the foundation of a claim against the city.”

Section 4. Any act consistent with the authority of this ordinance taken prior to its effective date is

ratified and confirmed.

Section 5. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 18<sup>th</sup> of June, 2024, and signed by me in open session in authentication of its passage this 18<sup>th</sup> of June, 2024.

\_\_\_\_\_  
President \_\_\_\_\_ of the City Council

Approved / returned unsigned / vetoed this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Scheereen Dedman, City Clerk

(Seal)



Legislation Text

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**File #:** Appt 02877, **Version:** 1

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Reappointment of Mikel Hansen as member, City Light Review Panel, for a term to April 12, 2027.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> Mikel Hansen		
<b>Board/Commission Name:</b> City Light Review Panel		<b>Position Title:</b> Commercial Customer Representative, Position 5
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: Fill in appointing authority		<b>Term of Position: *</b> 4/13/2024 to 4/12/2027  <input checked="" type="checkbox"/> Serving remaining term of a vacant position
<b>Residential Neighborhood:</b> Auburn	<b>Zip Code:</b> 98092	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> Mikel Hansen's experience with large, complex properties was established prior to joining Sabey, when he spent nearly 20 years managing some of the nation's largest shopping malls. He eventually returned to his home in the Northwest to manage Sout11center Mall, the largest mall in Washington.  For the past two decades, he has led the Sabey Property Management Team and is responsible for the management and operations of Sabey's over four million square foot diverse portfolio including commercial, office, medical, warehouse, and data center uses. Mikel serves as Sabey's representative to a variety of municipalities and agencies.		
<b>Authorizing Signature (original signature):</b>  <b>Date Signed (appointed):</b> 4/8/2024		<b>Appointing Signatory:</b> Bruce A. Harrell Mayor of Seattle

\*Term begin and end date is fixed and tied to the position and not the appointment date.



**CHIEF OPERATING OFFICER**

Mikel Hansen's experience with large, complex properties was established prior to joining Sabey, when he spent nearly 20 years managing some of the nation's largest shopping malls. He eventually returned to his home in the Northwest to manage Sout11center Mall, the largest mall in Washington.

For the past seventeen years he has led the Sabey Property Management Team and is responsible for the management and operations of Sabey's over four million- square-foot diverse portfolio including commercial, office, medical, warehouse and data center uses. As part of Sabey's Development group, Mikel has taken the lead in executing complex entitlement efforts, negotiating land acquisitions, property sales

and re-zonings. He leads Sabey's improvement initiatives such as utility installations and transportation support improvements.

Mr. Hansen serves as Sabey's representative to a variety of municipalities and agencies. His energy and commitment to the community is exemplary. He works closely with local jurisdictions and with social initiatives that contribute to the growth and well-being of the communities with which Sabey partners.

# City Light Review Panel

9 Members: Pursuant to Ordinance 123256, all members subject to City Council confirmation, 3-year terms:

- 4 City Council- appointed
- 5 Mayor- appointed

**Roster:**

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M	3	1.	Economist	Timothy Skeel	4/11/23	4/10/26	2	Mayor
6	M	4	2.	Financial Analyst	John Putz	4/12/23	4/11/26	2	City Council
6	F	1	3.	Non-Profit Representative	Kerry Lynn Meade	5/1/24	4/30/27	2	Mayor
1	M	6	4.	Residential Customer Representative	Leo Lam	10/1/22	9/30/25	2	City Council
6	M	n/a	5.	Commercial Customer Representative	Mikel Hansen	4/13/24	4/12/27	3	Mayor
6	F	3	6.	Industrial Customer Representative	Amy Altchuler	10/1/22	9/30/25	1	City Council
6	F	n/a	7.	Low-Income Customer Representative	Oksana Savolyuk	4/12/24	4/11/27	2	Mayor
1	F	6	8.	Member at Large	Thien-Di Do	10/1/22	9/30/25	1	City Council
6	M	n/a	9.	Suburban Franchise Representative	Joel Paisner	5/1/24	4/30/27	2	Mayor

**SELF-IDENTIFIED DIVERSITY CHART**

			(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)		
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
<b>Mayor</b>	3	2								5			
<b>Council</b>	2	2			2					2			
<b>Other</b>													
<b>Total</b>	5	4			2					7			

**Key:**

- \*D List the corresponding *Diversity Chart* number (1 through 9)
- \*\*G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary, O= Other, U= Unknown
- RD Residential Council District number 1 through 7 or N/A

*Diversity information is self-identified and is voluntary.*



Legislation Text

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**File #:** Appt 02878, **Version:** 1

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Reappointment of Kerry Lynn Meade as member, City Light Review Panel, for a term to April 30, 2027.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Kerry Lynn Meade</i>		
<b>Board/Commission Name:</b> <i>City Light Review Panel</i>		<b>Position Title:</b> <i>Non-Profit Energy Efficiency Advocate, Position 3</i>
<b>Appointment</b> OR <input checked="" type="checkbox"/> <b>Reappointment</b>	<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	<b>Term of Position: *</b> 5/1/2024 <b>to</b> 4/30/2027  <i>Serving remaining term of a vacant position</i>	
<b>Residential Neighborhood:</b> <i>West Seattle</i>	<b>Zip Code:</b> <i>98116</i>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> Ms. Meade is the Executive Director of an energy efficiency business association, supporting the Pacific NW energy efficiency business community as it transitions and pivots through the clean energy transformation. She has a valuable perspective to contribute to the City Light Review Panel, and a strong interest in seeing City Light successfully navigate the competing pressures it faces.  Ms. Meade has substantial experience and knowledge of the tumult in the electric sector as well as the vast opportunities—opportunities to reimagine the utility business model with new rate designs and service lines, to rethink the relationship between buildings and the distribution system and the role of distributed energy resources, and the opportunity to partner with the community to leverage urban infrastructure in supporting the City’s climate and affordability goals.		
<b>Authorizing Signature (original signature):</b>  <i>Bruce A. Harrell</i> <b>Date Signed (appointed):</b> 4/8/2024		<b>Appointing Signatory:</b> <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

\*Term begin and end date is fixed and tied to the position and not the appointment date.

# Kerry Lynn Meade

## EDUCATION

**CORNELL UNIVERSITY**, Ithaca, New York

Master of Public Administration, May 2009 Concentration, Environmental Policy

Cornell Institute for Public Affairs Fellowship Recipient, 2007-2008; 2008-2009 2008 Secretary, Cornell Public Affairs Society (CPAS)

**SEATTLE UNIVERSITY**, Seattle, Washington

Bachelor of Arts in English Literature, June, 2001

Independent Study in the Modernist Movement in Art & Literature, Paris, France, 2000.

## RELEVANT EXPERIENCE

**Building Potential**, Seattle, WA 2017 - Present

**Executive Director:** Oversee the management, operations and strategy of the Northwest Energy Efficiency Council, a non-profit business association based in Seattle, WA. Develop and execute the organization's strategy. Convene the Board of Directors and assure compliance with the organization's bylaws and state and federal law. Assure the financial health of the organization through fundraising, strategy and budget management. Oversee successful development and execution of the organization's programs and services. Serve as the Executive Director of the **Smart Buildings Center Education Program**, a non-profit charitable organization co-located with NEEC in the Smart Buildings Center; in this role, fulfill all obligations and services required of an executive director including convening of the Board and developing and executing on financial and other organizational strategies to advance the mission of the organization.

**EMI Consulting**, Seattle, WA 2014 - 2017

**Managing Consultant, Policy, Planning & Evaluation** Manage scope, schedule and budget for over one million dollars in annual project revenue from strategic consulting, sustainability and energy efficiency program/portfolio evaluations with public and private electric and gas utilities. As a senior project manager within the firm, ensure all projects are adequately staffed and all staff are adequately loaded with project work to meet corporate and individual revenue targets. Foster team development and mentor junior staff in consulting, sustainability, energy and environmental policy. Coordinate the managing consultant team as a cohesive group overseeing company revenue, strategic project staffing and multiple corporate initiatives. Design and implement new corporate processes to improve organizational structure and performance. Support practice area director through team leadership and business development.

### Project Examples:

- Managed the process evaluation of the Con Edison Demand Management Program including best practices review, survey and in-depth interview research, engineering desk reviews, process mapping and logic modeling. Public report available upon request.
- Managed a benchmarking and best practices study for the Seattle City Light. The study included interviews with a cohort of peer utilities on methods for implementing and managing conservation programs, as well as the development of key performance indicators for City Light to track over time.
- Ongoing management of pilot program evaluations for Consumers Energy. Pilot evaluations focus on optimizing and fine-tuning pilot program design through primarily logic modeling, and customer/trade ally research.

**CLEARResult**, Austin, TX 2009 - 2014

**Senior Manager, Manager, Senior Consultant, Consultant, Planning & Evaluation** Manage energy efficiency and demand-side management consulting projects and supervise internal research staff in the delivery of energy efficiency and demand-side management consulting projects for both internal and external clients. Coordinate technical and non-technical interdepartmental teams working on both internal and external projects. Enhance departmental services with data-driven analysis of strategic opportunities. Provide market and regulatory/policy research and analysis to improve energy efficiency program quality and inform the strategic development goals of CLEARResult. As the Senior Manager of the National Planning & Evaluation team, support the Vice President of Policy, Sectors & Evaluation through strategic planning, departmental budgeting and department leadership.

**Research Administrator, Corporate Services** Provide market and regulatory/policy research to the Chief Executive Officer and Executive Board to identify and evaluate business opportunities.

**Graduate Research Assistant: Jerome Ziegler, Dept. of Policy Analysis & Management** Provided research assistance on public education policy and opportunities, especially in relation to reducing the high school dropout rate. Conducted complimentary, independent research in parallel, which was subsequently published and presented at the American Political Science Association's conference on Teaching & Learning.

## RELEVANT COURSEWORK

GIS; Agro-Economics & Sustainable Development; Environmental Law; Statistics; Project Planning; Environmental Governance; Microeconomics; International Agriculture & Rural Development; Qualitative Methods; Public Systems Modeling; Urban Design; Environmental Planning; Labor Economics; Urban & Spatial Theory; Social Sciences & Humanities.

## OTHER EXPERIENCE

Cornell University - Graduate Teaching Assistant 2008 – 2009 | CSCC - Environmental Auditing Intern 2008 | The CMRC – Harbor Bight Policy Intern 2006 - 2007 | Musicians On Call – Administrative Assistant 2005 | The University District Youth Center – Youth Worker 2004 | Pioneer Human Services – Residential Counselor 2002 - 2004

## PUBLICATIONS

- Meade Kerry, Hannah Carmalt-Justus, Erik Lyon, Mahdi Jawad. *Shapeshifting Evaluation: Rapid, Flexible and Actionable Evaluation Within a Context of Continuous Improvement*. The International Energy Program Evaluation Conference. Baltimore, Maryland, August 2017.
- Meade, Kerry, Alek Antcek and Melissa Culbertson. *Turning Today's Data into Tomorrow's Reality*. The ACEEE Summer Study on Energy Efficiency in Buildings. Pacific Grove, California. August 17 – 22, 2014.
- Meade, Kerry and Sara Rudow. *Missing Links: Redefining Service-Learning Curricula*. Paper presented at the annual Teaching & Learning Conference of the American Political Science Association, Baltimore, MD; Feb 6-8, 2009.
- Meade, Kerry. *Reducing the Flood: Subsurface Drip Irrigation on Alfalfa Farms in California's Imperial Valley*. Master's Thesis, Cornell University, May 2009

# City Light Review Panel

9 Members: Pursuant to Ordinance 123256, all members subject to City Council confirmation, 3-year terms:

- 4 City Council- appointed
- 5 Mayor- appointed

**Roster:**

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M	3	1.	Economist	Timothy Skeel	4/11/23	4/10/26	2	Mayor
6	M	4	2.	Financial Analyst	John Putz	4/12/23	4/11/26	2	City Council
6	F	1	3.	Non-Profit Representative	Kerry Lynn Meade	5/1/24	4/30/27	2	Mayor
1	M	6	4.	Residential Customer Representative	Leo Lam	10/1/22	9/30/25	2	City Council
6	M	n/a	5.	Commercial Customer Representative	Mikel Hansen	4/13/24	4/12/27	3	Mayor
6	F	3	6.	Industrial Customer Representative	Amy Altchuler	10/1/22	9/30/25	1	City Council
6	F	n/a	7.	Low-Income Customer Representative	Oksana Savolyuk	4/12/24	4/11/27	2	Mayor
1	F	6	8.	Member at Large	Thien-Di Do	10/1/22	9/30/25	1	City Council
6	M	n/a	9.	Suburban Franchise Representative	Joel Paisner	5/1/24	4/30/27	2	Mayor

**SELF-IDENTIFIED DIVERSITY CHART**

	(1)		(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)	
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial					
<b>Mayor</b>	3	2								5								
<b>Council</b>	2	2			2					2								
<b>Other</b>																		
<b>Total</b>	5	4			2					7								

**Key:**

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- RD Residential Council District number 1 through 7 or N/A

*Diversity information is self-identified and is voluntary.*



Legislation Text

---

**File #:** Appt 02879, **Version:** 1

---

Reappointment of Joel Paisner as member, City Light Review Panel, for a term to April 30, 2027.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Joel Paisner</i>		
<b>Board/Commission Name:</b> <i>City Light Review Panel</i>		<b>Position Title:</b> <i>Suburban Franchise Representative, Position 9</i>
<b>Appointment</b> <i>OR</i> <b>X Reappointment</b>	<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes No	
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor Other: <i>Fill in appointing authority</i>	<b>Term of Position: *</b> 5/1/2024 <b>to</b> 4/30/2027  <i>Serving remaining term of a vacant position</i>	
<b>Residential Neighborhood:</b> <i>Lake Forest Park</i>	<b>Zip Code:</b> <i>98155</i>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> Mr. Paisner brings over thirty years of experience advising, representing, and providing strategic advice to businesses and governmental entities. His practice today is focused on the energy and telecommunications sectors and serving as general counsel to electric utilities in Washington and Alaska.  Mr. Paisner has worked on a wide variety of issues facing electric utilities from project development work to community solar projects, to operational issues, and labor issues. His telecommunication experience involves work for both corporations and utilities assisting with deployment of facilities and negotiating strategic agreements. Mr. Paisner’s corporate work includes representation of wireless carriers and service providers, fiber optic providers, cable companies, and covers all aspects of deployment of facilities and operational issues. He has been involved in siting work for many years. He also works with electric utilities throughout the Pacific Northwest and Alaska, advising management and boards on a wide range of issues in this increasingly dynamic area.		
<b>Authorizing Signature (original signature):</b>  <i>Bruce A. Harrell</i> <b>Date Signed (appointed):</b> 4/8/2024	<b>Appointing Signatory:</b> <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>	

\*Term begin and end date is fixed and tied to the position and not the appointment date

## Joel Paisner



### Practice and Background

Joel brings over thirty years of experience advising, representing and providing strategic advice to businesses and governmental entities. His practice today is focused in the energy and telecommunications sectors, and serving as general counsel to electric utilities in Washington and Alaska.

Joel has worked on a wide variety of issues facing electric utilities from project development work to community solar projects, to operational issues, and labor issues. Joel's telecommunication experience involves work for both corporations and utilities assisting with deployment of facilities and negotiating strategic agreements. His corporate work includes representation of wireless carriers and service providers, fiber optic providers, cable companies, and covers all aspects of deployment of facilities and operational issues. Joel has been involved in siting work for many years. Joel also works with electric utilities throughout the Pacific Northwest and Alaska, advising management and boards on a wide range of issues in this increasingly dynamic area.

Beyond Joel's years in private practice, he has corporate in-house experience, having served as counsel to InterNAP Network Services, and as Vice President for the Pacific Northwest Region for Western Integrated Networks, an early fiber-to-the-home cable television company.

Joel comes to Ascent Law Partners after working at Ater Wynne, LLP for fifteen years, where he was Chair of the Energy Practice and Telecommunications practice and Managing Partner of the Seattle office. Joel began his career as a Senior Deputy Prosecuting Attorney for the Civil Division of King County, representing a wide variety of county agencies, and work included land use, construction and rights-of-way issues.

Recent transactions include negotiating a unique joint venture agreement between a national wireless carrier and electric utility involving shared use of facilities, frequency lease swaps, MVNO development, wireless broadband and LTE deployment in a difficult terrain and local regulatory environment. Electric utility work includes serving as counsel to Jefferson County Public Utility District in its successful purchase of Puget Sound Energy's distribution assets, the first new public electric utility established in Washington state in over 60 years.

## **Education**

- B.A., University of Washington, 1981
- J.D., William Mitchell (magna cum laude), 1986
- Law Review

## **Bar Memberships**

- Alaska
- Oregon
- Washington

## **Professional Associations**

- Electric Cooperative Bar Association
- Federal Communications Bar Association
- Alaska Power Association

## **Other Activities**

- Chair, City of Lake Forest Park Planning Commission (past)
- Member, City of Lake Forest Park Sustainability Task Force
- Board of Directors, Temple Beth Am (past)

# City Light Review Panel

9 Members: Pursuant to Ordinance 123256, all members subject to City Council confirmation, 3-year terms:

- 4 City Council- appointed
- 5 Mayor- appointed

**Roster:**

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M	3	1.	Economist	Timothy Skeel	4/11/23	4/10/26	2	Mayor
6	M	4	2.	Financial Analyst	John Putz	4/12/23	4/11/26	2	City Council
6	F	1	3.	Non-Profit Representative	Kerry Lynn Meade	5/1/24	4/30/27	2	Mayor
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6	F	n/a	7.	Low-Income Customer Representative	Oksana Savolyuk	4/12/24	4/11/27	2	Mayor
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6	M	n/a	9.	Suburban Franchise Representative	Joel Paisner	5/1/24	4/30/27	2	Mayor

**SELF-IDENTIFIED DIVERSITY CHART**

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- RD Residential Council District number 1 through 7 or N/A

*Diversity information is self-identified and is voluntary.*



Legislation Text

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**File #:** Appt 02880, **Version:** 1

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Reappointment of Oksana Savolyuk as member, City Light Review Panel, for a term to April 11, 2027.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Oksana Savolyuk</i>		
<b>Board/Commission Name:</b> <i>City Light Review Panel</i>		<b>Position Title:</b> <i>Low Income Advocate Representative, Position 7</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		<b>City Council Confirmation required?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Appointing Authority:</b> <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		<b>Term of Position: *</b> <i>4/12/2024</i> <b>to</b> <i>4/11/2027</i>  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>Federal Way</i>	<b>Zip Code:</b> <i>98003</i>	<b>Contact Phone No.:</b> 
<b>Background:</b> Ms. Savolyuk is the Energy Program Director for the Multi Service Center, an organization that offers people pathways out of poverty through support and resources in education, employment, housing, energy assistance, food, and clothing. In her role, she works closely with City Light Customer Energy Solution (CES) staff. She is a knowledgeable Program Director well-versed in providing strategic direction and ongoing leadership to community action agencies. Veteran of Energy Program with 26-year demonstrated track record of success. She is ready to apply expertise and experience to challenging new role with the City Light Review Panel.		
<b>Authorizing Signature (original signature):</b>  <b>Date Signed (appointed):</b> 4/8/2024		<b>Appointing Signatory:</b> <i>Bruce A. Harrell</i> <i>Mayor of Seattle</i>

\*Term begin and end date is fixed and tied to the position and not the appointment date.

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# OKSANA SAVOLYUK

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## PROFESSIONAL SUMMARY

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Knowledgeable Program Director well-versed in providing strategic direction and ongoing leadership to community action agencies. Veteran of Energy Program with 26-year demonstrated track record of success. Ready to apply expertise and experience to challenging new role at the Department of Commerce.

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## WORK HISTORY

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**Energy Program Director**, 12/2011 to Current

**Multi Service Center**

- Oversee implementation of all Energy Assistance Programs
- Work with the Board of Directors with respect to development and implementation of agency program plans, goals, and outcomes.
- Represent the agency and the program at various community and coalition groups throughout King County, the City of Seattle, and the State or nationally as needed.
- Develop, implement, and control program budgets
- Assist with customer grievances as well as handle fair hearing requests
- Stay up to date on DEI trainings and apply DEI concepts when communicating with employees, customers, vendors, and peers.

**Energy Program Supervisor**, 04/2008 to 12/2011

**Multi Service Center**

- Directed team of nine personnel, overseeing records, performance and quality assurance.
- Coached team members on productivity strategies, policy updates and performance improvement plans to accomplish challenging goals.
- Assisted the Director in performing annual employee trainings and program presentations at annual conferences with Department of Commerce, PSE, and SCL.
- Worked closely with UTC on program policy and procedures on PSE HELP Program.

**Energy Program Coordinator** , 08/2006 to 04/2008

**Multi Service Center**

- Provided ongoing direction and leadership for program operations.
- Proofread customer files for accuracy.
- Helped design and setup a new customer database system.
- Helped design and implement brand new PSE HELP Program.

**Energy Assistance Program Case Manager**, 10/2000 to 08/2006

**Multi Service Center**

- Interviewed customers, reviewed income documents, and calculated energy assistance benefit.
- Explained eligibility requirements, application details, and preformed energy conservation education during intake assessment.
- Referred customers to other services based on specific needs and requirements.

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## EDUCATION

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### **High School Diploma**

**Thomas Jefferson High School** - Federal Way, WA

Accounting

**Highline Community College** - Des Moines, WA

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## REFERENCES

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*Kim Bachert*

HR Director (MSC)

*Linda Purlee*

Direct Supervisor (MSC)

*Tatyana Sirotin*

Energy Supervisor (MSC)

# City Light Review Panel

9 Members: Pursuant to Ordinance 123256, all members subject to City Council confirmation, 3-year terms:

- 4 City Council- appointed
- 5 Mayor- appointed

**Roster:**

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Legislation Text

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**File #:** CB 120795, **Version:** 1

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**CITY OF SEATTLE**

**ORDINANCE \_\_\_\_\_**

**COUNCIL BILL \_\_\_\_\_**

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

WHEREAS, the collective bargaining agreement between The City of Seattle and the International

Brotherhood of Electrical Workers Local No. 77 Construction Maintenance Equipment Operator (CMEO) Unit expired on December 31, 2022; and

WHEREAS, employees represented by the International Brotherhood of Electrical Workers Local No. 77

CMEO Unit continued to work after December 31, 2022, on condition that their wages, hours, benefits, and other conditions of employment continue to be negotiated; and

WHEREAS, collective bargaining has led to an agreement between The City of Seattle and the International

Brotherhood of Electrical Workers Local No. 77 CMEO Unit; and

WHEREAS, separate, future legislation will be forwarded by the City Budget Office to provide department

budget appropriation authority to cover compensation items authorized in the attached collective bargaining agreement; NOW, THEREFORE,

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

Section 1. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of The City of Seattle to execute a collective bargaining agreement between The City of Seattle and the International Brotherhood of Electrical Workers Local No. 77 CMEO Unit, effective January 1, 2023, through December 31, 2024, substantially in the form attached to this ordinance as Attachment

1 and identified as “Agreement by and between The City of Seattle and the International Brotherhood of Electrical Workers Local No. 77 Construction Maintenance Equipment Operator (CMEO) Unit.”

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

Section 3. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

President \_\_\_\_\_ of the City Council

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

Scheereen Dedman, City Clerk

(Seal)

**Attachments:**

Attachment 1 - Agreement By and Between The City of Seattle and the International Brotherhood of Electrical Workers Local No. 77 Construction Maintenance Equipment Operator (CMEO) Unit

**A G R E E M E N T**

**by and between**

**THE CITY OF SEATTLE**

**and the**

**INTERNATIONAL**

**BROTHERHOOD OF**

**ELECTRICAL WORKERS**

**Local No. 77**

**Construction Maintenance Equipment Operator (CMEO) Unit**

**Effective January 1, 2023 through December 31, 2024**

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## **PREAMBLE**

THIS AGREEMENT is between the City of Seattle (herein after called the City) and the International Brotherhood of Electrical Workers Local Union No. 77 (herein after called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

## **PURPOSE OF THIS AGREEMENT**

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

1. To provide for fair and reasonable rates of pay, hours and working conditions for employees of the City.
2. To insure the making of appointments and promotions as provided under Article XVI of the City Charter.
3. To promote stability of employment and establish satisfactory tenure.
4. To provide for improvement and betterment programs designed to aid the employees in achieving their acknowledged and recognized objectives as outline in this agreement.
5. To promote the highest degree of efficiency and responsibility in the performance of the work and the accomplishment of the public purposes of the City.
6. To adjust properly all disputes arising between them related to the matters covered by this Agreement.
7. To promote systematic labor-management cooperation between the City and its employees.

## **ARTICLE 1. NONDISCRIMINATION**

- 1.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, gender identity, political ideology, ancestry or the presence of any sensory, mental or physical handicap unless based on a bona fide occupational qualification reasonably necessary to the operations of the City.
- 1.2 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

**ARTICLE 2. RECOGNITION AND BARGAINING UNIT**

- 2.1 The City hereby recognizes the Union as the exclusive collective bargaining representative, for the purposes stated in RCW 41.56, for the bargaining unit as defined by the Public Employment Relations Commission certification contained in Appendix A of this Agreement.
- 2.2 The parties agree to meet for disclosure, discussion and if requested negotiations (if necessary) prior to the assignment of any regular part time Construction and Maintenance Equipment Operators and/or Senior Equipment Operators.

### **ARTICLE 3. UNION DUES AND PAYROLL DEDUCTION**

- 3.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved.
- 3.2 The performance of this function is recognized as a service to the Union by the City and the City shall honor the terms and conditions of each worker’s Union payroll deduction authorization(s) for the purposes of dues deduction only.
- 3.3 The Union agrees to indemnify and hold the Employer City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Union members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.
- 3.4 The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit.
- 3.5 The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee’s normal working hours and at their usual worksite or mutually agreed upon location.
- 3.6 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement.
- 3.7 At least five (5) working business days before the date of the NEO, the City shall provide the Union with a list of names of the bargaining unit members attending the Orientation.
- 3.8 New Employee and Change in Employee Status Notification – The City shall supply the Union with the following information on a monthly basis for new employees:
  - a. Name
  - b. Home address
  - c. Personal phone
  - d. Personal email (if a member offers)
  - e. Job classification and title
  - f. Department and division
  - g. Work location
  - h. Date of hire
  - i. Hourly or salary FLSA status
  - j. Compensation rate

- 3.9 Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of the Union dues authorization rules.
- 3.10 The Union shall transmit to the City, in writing, by the cutoff date for each payroll period, the name(s) of the Employee(s), as well as [Employee ID Number], who have, since the previous payroll cutoff date, provided the Union with a written authorization for payroll deductions, or have changed their prior written authorization for payroll deductions.
- 3.11 Every effort will be made by the City to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the Union that the terms of the employee’s authorization regarding dues deduction revocation have been met.
- 3.12 The City will refer all employee inquiries or communications regarding union dues to the Union. The City may answer any employee inquiry about process or timing of payroll deductions.
- 3.13 Issues arising over the interpretation, application, or enforceability of the provisions of this Article shall be addressed during labor management meetings and shall not be subject to the grievance procedure set forth in this collective bargaining agreement.

#### **ARTICLE 4. DURATION, MODIFICATION AND CHANGES**

- 4.1 This agreement shall become effective January 1, 2023 and shall remain in effect through December 31, 2024. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) but not more than one hundred and twenty (120) days prior to December 31, 2024. Any modifications requested by either party must be submitted to the other party no later than ninety (90) days prior to the expiration of this Agreement, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.
- 4.2 A Wage Review Committee shall be convened by the City to hear and rule on wage relationship adjustments proposed by Local 77. Requests for such adjustments, together with justification therefore, must be presented to the City Director of Labor Relations in writing with endorsement by the Union within one year of legislation of this agreement. A request for wage adjustment of a particular class will be considered only once during the period of the Agreement. A written report of the Wage Review Committee on each request shall be made within 45 days of the hearing and forwarded to the Union. If the Union desires a review of the Committee's reply, it shall be granted and be held no later than 30 days from the request of the meeting. Wage relationship adjustments approved by the Committee shall be applied at the same time as the next general wage settlement and effective the same date as the settlement.

## **ARTICLE 5. MANAGEMENT RIGHTS**

- 5.1 The right to hire, promote, discharge for just cause, improve efficiency determine the work schedules and location of Department headquarters are examples of management prerogatives. The City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.
- 5.2 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, and as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City’s right to determine the methods, processes and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to a specific job within the bargaining unit, the right to temporarily assign employees to a specific job or position outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.
- 5.3 The Union recognizes the City’s right to establish and/or revise performance evaluation system(s). Such system(s) may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees. In establishing new and/or revising existing evaluation system(s), the City shall meet prior to implementation with the Labor-Management committee to jointly discuss such performance standards.
- 5.4 The City agrees that performance standards shall be reasonable.

## **ARTICLE 6. DISCIPLINE**

- 6.1 The City may suspend, demote, or discharge an employee for just cause.
- 6.2 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee/management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:
- A. Verbal warning;
  - B. Written reprimand;
  - C. Suspension;
  - D. Demotion; or
  - E. Termination.
- 6.3 Which disciplinary action is taken depends upon the circumstances, including the seriousness of the employee's misconduct.
- 6.4 Provided the employee has received no further or additional discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two years other than to show notice of any rule or policy at issue.
- 6.5 Discipline that arises as a result of a violation of workplace policies or City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to 6.4 above.

## **ARTICLE 7. GRIEVANCE PROCEDURE**

- 7.1 Recognizing that the terms of the Agreement may be subject to different interpretations, both the City and the Union should have recourse to an orderly means of resolving any situation resulting in a grievance. The following outline of procedure by which grievances shall be processed is written as for a grievance of the Union against the City, but is understood that the steps are similar for a grievance of the City against the Union.
- 7.2 A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the contract grievance procedure and be processed within the time limits set forth herein.
- 7.2.1 Grievances shall be filed at the Step in which there is authority to adjudicate such grievance within twenty (20) business days of the alleged contract violation. (Business days are defined as Monday through Friday excluding recognized city holidays [not to include personal holidays].)
- 7.3 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

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

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

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

Should the parties agree to forego such a meeting, the City shall, within ten (10) business days from the grievance being so presented, investigate and reply to the Union in writing.

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

### Grievance Mediation

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

Step 4: If the difference or complaint is not settled in Step 3, it may be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration will be made within twenty (20) business days of the expiration of the settlement period enumerated in Step 3, and will be accompanied by the following information:

1. Identification of Section(s) of Agreement allegedly violated.
2. Nature of the alleged violation.
3. Question(s) which the arbitrator is being asked to decide.
4. Remedy sought.
5. Statement of facts.
  - a. In lieu of the procedure described above, the City and the Union may mutually agree to select an arbitrator to decide the issue.
  - b. The parties agree to abide by the award made in connection with any arbitrable difference. There will be no suspension of work, slowdown or curtailment of services while any difference is in process of adjustment or arbitration.
  - c. In connection with any arbitration proceeding held pursuant to this agreement, it is understood as follows:
    1. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

2. The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.
3. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.
4. The decision of the arbitrator regarding any arbitrable difference shall be final, conclusive and binding upon the City, the Union and the employees involved.
5. Nothing herein shall be construed as preventing the City and the Union from settling by mutual agreement, prior to final award, any grievance submitted to arbitration herein.

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

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

7.6 Property Interest Discipline Grievance

A. The burden of proof in disciplinary procedures shall be upon the City.

B. Where an appointing authority or their designee imposes or intends to impose property level discipline a preliminary notice of discipline shall be given to the employee. This preliminary notice of discipline shall contain (a) charges; (b) general description of the alleged acts and/or conduct upon which the charge is based and (c) the penalty to be imposed. A copy of the preliminary notice of discipline shall be concurrently provided to the local Union office. Upon request of the Union, the City shall provide a complete copy of the investigation files in advance of any Loudermill hearing requested in advance of issuing the formal discipline. The Union may also request a meeting to review the investigation file with the City's investigator. And Labor Relations. Both requests must be made timely, may not unduly delay the City's disciplinary processes.

## **ARTICLE 8. LABOR MANAGEMENT COMMITTEES**

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

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

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

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

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

8.4 Additional meetings can be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this agreement. Subjects for discussion at labor-management meetings during the term of this agreement shall be as agreed by the parties.

## **ARTICLE 9. WORK STOPPAGES**

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

**ARTICLE 10. SICK LEAVE, BEREAVEMENT LEAVE, and EMERGENCY LEAVE**

10.1 Sick Leave – Regular employees shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not to exceed forty (40) hours per week. However, if an employee’s overall accrual rate falls below the accrual rate required by Chapter Seattle Municipal Code 14.16 (Paid Sick and Safe Time Law), the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of Chapter Seattle Municipal Code 14.16. New employees entering City service shall not be entitled to use sick leave with pay during the first thirty (30) days of employment but shall accumulate sick leave credits during such thirty (30) day period. An employee is authorized to use paid sick leave for hours that the employee was scheduled to have worked for the following reasons:

- a. An absence resulting from an employee’s mental or physical illness, injury, or health condition; to accommodate the employee’s need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; orb.
- b. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code 49.46.210 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or.
- c. When the employee’s place of business has been closed by order of a public official for any health-related reason, or when an employee’s child’s school or place of care has been closed for such reason, or as otherwise required by chapter 14.16 and other applicable laws such as RCW 49.46.210; or.
- d. Absences that qualify for leave under the Domestic Violence Leave Act, chapter 49.76 RCW.
- e. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or.
- f. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

Sick leave used for the purposes contemplated by Article 10.1.e and 10.1.f must end before the first anniversary of the child’s birth or placement.

Abuse of paid sick leave or use of paid sick leave not for an authorized purpose may result in denial of sick leave payment and/or discipline up to and including dismissal.

- 10.2 Cash payments of unused sick leave may be deferred for a period of one (1) year or less, providing the employee notifies the Department Human Resources Office of their desires at the time of retirement. Request for deferred cash payments of unused sick leave shall be made in writing.
- 10.3 Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary.
- 10.4 Regular or benefits eligible temporary employees who are reinstated or rehired within 12 months of separation in the same or another department after any separation, including dismissal for cause, resignation, or quitting, shall have unused accrued sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.
- 10.5 In order to receive paid sick leave for reasons provided in Article 10.1.A – F, an employee shall be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with Seattle Municipal Code Chapter 14.16 and other applicable laws such as RCW 49.46.210. However, an employee shall not be required to provide verification for absences of less than four consecutive days
- 10.6 Conditions Not Covered – Employees shall not be eligible for sick leave when:
1. Suspended or on leave without pay and when laid off or on other non-pay status.
  2. Off work on a holiday.
  3. An employee works during his free time for an Employer other than the City of Seattle and their illness or disability arises therefrom.
- 10.7 Prerequisites for Payment – The following applicable requirements shall be fulfilled in order to establish an employee's eligibility for sick leave benefits.
- 10.8 Prompt Notification – The employee shall promptly notify the immediate supervisor, by telephone or otherwise, on the first day off due to illness and each day thereafter unless advised otherwise by the immediate supervisor. For those absences of more than one day, notification on their first day off with an expected date of return shall suffice. The employee shall advise the supervisor of any change in expected date of return. If an employee is on a special work schedule, particularly where a relief replacement is necessary when the employee is absent, the employee shall notify the immediate supervisor as far as possible in advance of the scheduled time to report for work.

- 10.9 Notification While on Paid Vacation or Compensatory Time Off – If an employee is injured or is taken ill while on paid vacation or compensatory time off, they shall notify their department on the first day of disability that they will be using paid sick leave. However, if it is physically impossible to give the required notice on the first day, notice shall be sent as soon as possible and shall be accompanied by an acceptable showing of reasons for the delay. A doctor’s statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented regardless of the number of days involved for absences greater than four continuous days.
- 10.10 Claims to Be in 15 Minute Increments – Sick leave shall be claimed in 15 minute increments to the nearest full 15 minute increment, a fraction of less than 8 minutes being disregarded. Separate portions of absence interrupted by a return to work shall be claimed on separate application forms.
- 10.10.1 Rate of Pay for Sick Leave Used – An employee who uses paid sick leave shall be compensated at the straight-time rate of pay, as required by Seattle Municipal Code 14.16, and other applicable laws, such as RCW 49.46.210. For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for those hours missed due to sick leave. For employees who use paid sick leave hours that would have been overtime if worked, the City will apply requirements of Seattle Municipal Code 14.16 and applicable laws such as RCW 49.46.210.
- 10.11 Limitations of Claims – All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee’s sick leave accumulation as shown on the payroll for the pay period immediately preceding their illness or disability. It is the responsibility of their department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has to their credit, the department shall correct their application.
- 10.12 Sick Leave Transfer Program – Employees shall be afforded the option to transfer and/or receive sick leave in accordance with the terms and conditions of the City’s Sick Leave Transfer Program as established and set forth by City Ordinance. All benefits and/or rights existing under such program may be amended and/or terminated at any time as may be determined appropriate by the City. All terms, conditions and/or benefits of such program shall not be subject to the grievance procedure.

- 10.13 VEBA – The Union will conduct a vote to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) to provide post-retirement medical expense benefits to members who retire from City service.

Contributions from Unused Paid Time off at Retirement

- A. Eligibility-to-Retire Requirements:
1. 5-9 years of service and are age 62 or older
  2. 10-19 years of service and are age 57 or older
  3. 20-29 years of service and are age 52 or older
  4. 30 years of service and are any age
- B. The City will provide each bargaining unit with a list of its members who will meet the criteria in paragraph A above as of 12/31/2024.
- C. If the members of the bargaining unit who have met the criteria described above vote to require VEBA contributions from unused paid time off, then all members of the bargaining unit who are deemed eligible to retire and those who will become eligible during the life cycle of this contract shall, as elected by the voting members of the bargaining unit:
1. Contribute 35% of their unused sick leave balance into the VEBA upon retirement; or
  2. Contribute 50% of their unused vacation leave balance into the VEBA upon retirement; or
  3. Contribute both 35% of their unused sick leave balance and 50% of unused vacation leave balance upon retirement.

Following any required VEBA contribution from a member's unused sick leave, the remaining balance will be forfeited; members may not contribute any portion of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan or receive cash.

- D. If the members of the bargaining unit who have satisfied the eligibility-to-retire requirements described in paragraph A above do not vote to require VEBA contributions from unused sick leave, members may either:
1. Transfer 35% of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan, subject to the terms of the Plan and applicable law; or
  2. Cash out their unused sick leave balance at 25% to be paid on their final paycheck.

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

Contributions from Employee Wages (for all bargaining unit members)

If the bargaining unit votes to require VEBA contributions from employee wages, then all members of the bargaining unit shall, as elected by the bargaining unit as to all of its members, make a mandatory employee contribution of one of the amounts listed into the VEBA while employed by the City:

1. \$25 per month, or
2. \$50 per month.

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

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

10.14 Bereavement Leave – All employees covered by this Agreement are allowed forty (40) hours off without salary deduction for bereavement purposes in the event of the death of any relative. Bereavement leave may be used in full day increments or increments of one (1) hour, at the employee’s discretion. Bereavement leave must be used within one (1) year; employees may submit for exceptions to this within thirty (30) days (requests that come in after the 30 days will be considered) of the death if they know they will need longer than one (1) year to use leave for that event. This benefit is prorated for less-than-full time employees.

For purposes of this Section, “relative” is defined as any person related to the employee by blood, marriage, adoption, fostering, guardianship, in loco parentis, or domestic partnership.

- 10.15 Emergency Leave – One (1) day leave per Agreement year without loss of pay may be taken with the approval of the employee's supervisor and/or appointing authority when it is necessary that the employee be off work in the event of a serious illness or accident of a member of the immediate family or when it is necessary that the employee be off work in the event of an unforeseen occurrence with respect to the employee's household (e.g., fire or flood or ongoing loss of power) that necessitates immediate action on the part of the employee. The emergency leave benefit must also be available to the employee in the event of inclement weather or natural disaster within the City limits or within the city or county in which the employee resides that makes it impossible or unsafe for the member to physically commute to their normal work site at the start of their normal shift.
- A. The "*household*" is defined as the physical aspects of the employee's residence, including pets, or vehicle. The immediate family is limited to the spouse or domestic partner, children, parents or grandparents of the employee.
  - B. The "*day*" of emergency leave may be used for separate incidents, in one (1) hour increments. The total hours compensated under this provision, however, shall not exceed eight (8) in a contract year.
- 10.16 Sabbatical Leave – Regular employees covered by this agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code, chapter 4.33.
- 10.17 Military Deployment – Regular employees covered by this agreement shall be eligible for the wage supplement, and medical, dental, and vision services coverage, and optional insurance coverage for eligible dependents when mobilized by the United States Armed Forces, as provided by Seattle Municipal Code 4.20.180.
- 10.18 Paid Parental Leave – Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.

**ARTICLE 11. MEDICAL CARE, DENTAL CARE, VISION CARE**

- 11.1 Through the term of this agreement the Employer shall maintain the current Medical, Dental and Vision plans and benefits as identified for “Most City Employees”.
- 11.1.1 The medical, dental and vision plans offered by the City do not have to remain exactly the same as the programs in effect upon the effective date of this Agreement, but the medical/dental benefits shall remain substantially the same. The City may, at its discretion, change the insurance carrier for any of the medical, dental or vision benefits covered above and provide an alternative plan through another carrier. Any contemplated modifications(s) to the medical or dental benefits afforded under the existing health care program(s) or a change in carrier(s) shall first be discussed with the Union party to this Agreement.
- 11.2 Through the term of this agreement the Employer shall annually contribute one hundred percent (100%) of the first seven percent (7%) increase in the total medical premium and eighty-five percent (85%) of any increase in addition to the seven percent (7%) necessary to maintain the current medical plans and benefits. Employees shall annually contribute fifteen percent (15%) of any increase in addition to the Employers first seven percent (7%) increased contribution necessary to maintain the current medical plans and benefits. Through the term of this agreement the Employer shall continue to pay one hundred percent (100%) of the Dental and Vision premiums necessary to maintain the current Dental and Vision plans and benefits.
- 11.3 Annually the Employer shall provide bargaining unit employees an open enrollment period to select and/or change plan selection and enrollment consistent with all other City employees. The enrollment notification and time period shall be consistent with all other City employees.
- 11.4 Life Insurance – The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:
- 11.4.1 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City’s share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees’ participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employees’ share of the monthly premiums or for life insurance purposes otherwise negotiated.

- 11.4.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Sections 10.5 or 10.5.1 to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.
- 11.4.3 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.
- 11.5 Long Term Disability – The City shall provide a Long Term Disability (LTD) Insurance program for all eligible employees for occupation and non-occupational accidents or illnesses. The City shall pay the full monthly premium cost of a base plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee’s first six hundred sixty seven dollar (\$667) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee’s base monthly wage (up to a maximum eight thousand three hundred thirty-three dollars [\$8,333] per month). Benefits may be reduced by the employee’s income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.
- 11.5.1 During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any long-term disability benefits covered by Section 10.6 and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.
- 11.5.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2023 for the base plan; provided further, such cost shall not exceed the maximum limitation on the City’s premium obligation per calendar year as set forth within Section 10.6.
- 11.6 Long-Term Care – The City may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.
- 11.7 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.

**ARTICLE 12. ANNUAL VACATIONS**

- 12.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 11.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.
- 12.2 Regular pay status is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time and sick leave. At the discretion of the City, up to one hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation. Time lost by reasons of disability for which an employee is compensated by Industrial Insurance or Charter Disability provisions shall not be considered absence. An employee who returns after layoff shall be given credit for such prior service.
- 12.3 Effective sixty (60) calendar days after full ratification of this replacement contract, the above table shall be superseded and replaced with the following vacation accrual rate table:

Accrual Years/Hours	Vacation Days	Hours per Year	Maximum Hours
Year 0-3 / 0-6,240	12	96	192
Year 4-7 / 6,241-14,560	16	128	256
Year 8-13 / 14,561-27,040	20	160	320
Year 14-18 / 27,041-37,440	23	184	368
Year 19 / 37,440 -39,520	24	192	384
Year 20 / 39,521-41,600	25	200	400
Year 21 / 41,601 – 43,680	26	208	416
Year 22 / 43,681 – 45,760	27	216	432
Year 23 / 45,761 – 47,840	28	224	448
Year 24 / 47,841 – 49,920	29	232	464
Year 25+ - 49,921+	30	240	480

- 12.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which they became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.
- 12.5 Employees may, with Department approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status. Effective December 25, 2019, the requirement that the employee must complete one thousand forty (1,040) hours on regular pay status prior to using vacation time shall end.

- 12.6 In the event that the City cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee shall continue to accrue vacation for a period of up to three (3) months if exception is approved by both the Department Head and the Seattle Human Resources Director in order to allow rescheduling of the employee's vacation. In such cases the Department Head shall provide the Seattle Human Resources Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period shall be allowed.
- 12.7 "Service year" is defined as the period of time between an employee's date of hire and the one-year anniversary date of the employee's date of hire or the period of time between any two (2) consecutive anniversaries of the employee's date of hire thereafter.
- 12.8 The minimum vacation allowance to be taken by an employee shall be one-half (1/2) of a day, or with Department approval a lesser amount may be taken.
- 12.9 An employee who separates from the City service for any reason after more than six (6) months' service, shall be paid in a lump-sum for any unused vacation they have accrued.
- 12.10 Upon the death of an employee in active service, pay shall be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.
- 12.11 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from the Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.
- 12.12 The Department Head shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department but which accommodate the desires of the employees to the greatest degree feasible.

### **ARTICLE 13. HOLIDAYS**

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

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples' Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	First Friday after Thanksgiving Day
Christmas	December 25
Two Personal Holidays	(0 – 9 Years of Service)
Four Personal Holidays	(After Completion of 18,720 Regular Hours)

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

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

13.3.1 Employees who have either:

1. Completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (Article 12.2) or
2. are accruing vacation at a rate of .0615 or greater (Article 12.3)

on or before December 31<sup>st</sup> of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays (per Article 13.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

- 13.4 Individuals employed before June 1 of a calendar year shall be entitled to two (2) personal holidays for use in that calendar year. Individuals employed after June 1 shall be entitled to one personal holiday for use in that calendar year. After their initial calendar year of employment, employees shall be eligible for two personal holidays each calendar year. Personal holidays may not be carried over for use in subsequent year.
- 13.5 Employees will be required to obtain supervisory approval forty-eight (48) hours in advance for use of personal holidays. Supervisors may waive the required notice based on minimum disturbance to operations. Once scheduled, this holiday will not be changed except when the employees and supervisor mutually agree to a change. If employees are required to work on their scheduled personal holiday, they will be paid in accordance with Section 12.6.
- 13.6 An employee who has been given at least forty-eight (48) hours advance notification and who is required to work on a holiday shall be paid for the holiday at their regular straight-time hourly rate of pay and, in addition, the employee shall receive one and one-half (1½) times their regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive one and one-half (1½) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.
- 13.7 In the event an employee is required to work without having been given at least a forty-eight (48) hours advance notification on a holiday the employee normally would have off with pay, said employee shall be paid for the holiday at their regular straight-time hourly rate of pay and, in addition, the employee shall receive two (2) times their regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive two (2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

**ARTICLE 14. RETIREMENT**

- 14.1 Pursuant to Ordinance 78444 as amended, all employees shall be covered by the Seattle City Employees Retirement System.
- 14.1.1 Effective January 1, 2017, consistent with Ordinance 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

## **ARTICLE 15. HOURS OF WORK AND OVERTIME**

- 15.1 **Hours of Work** – Eight (8) hours within nine (9) consecutive hours shall constitute of a normal workday. There shall be no split work shifts. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days’ off, except for relief shift assignments, four (4) day/ten- (10) hour work schedules and other special schedules.
- 15.1.1 A “work week” for purposes of determining whether an employee exceeds forty (40) hours in a work week shall be a seven (7) consecutive day period of time beginning on Wednesday and ending on Tuesday except when expressly designated to begin and end on different days and times from the normal Wednesday through Tuesday work week.
- 15.2 **Meal Period** – Employees shall receive a meal period which shall be no less than one-half (1/2) hour nor more than one (1) hour in duration and shall be without compensation. For scheduled meal periods, employees shall be permitted to travel to a location near the worksite that has clean toilet facilities and a place to eat.
- 15.3 **Rest Breaks** – Employees covered by this Agreement shall be provided a fifteen (15) minute period during each half of their workday. Employees shall be compensated at their prevailing wage for time spent while on rest breaks.
- 15.4 **Overtime** – All time worked in excess of eight (8) hours in any one (1) shift or over forty (40) hours in any work week shall be considered as overtime and shall be paid for at the overtime rate of two (2) times the straight-time hourly rate of pay. All overtime work must be authorized in advance by the supervisor or crew chief. Regular CMEO and Sr. CMEO classifications shall be offered weekend overtime opportunities prior to offering such overtime to Out of Class CMEOs. This does not apply to shift continuation.
- 15.5 Overtime shall be paid at the applicable overtime rate or by mutual agreement between the employee and their supervisor in compensatory time at the applicable overtime rate.
- a. A written record of compensatory time earned and used shall be maintained by the employee’s department.
  - b. Compensatory time may be accumulated up to a maximum of one hundred and twenty (120) hours. Employees with more than 120 hours of compensatory time shall attempt to spend down the excess hours with management approval. Employees may be cashed out for all hours over 120 as of December 31, 2024.
  - c. Scheduling the use of any compensatory time will be by mutual agreement of the employee and their supervisor. Supervisor shall arrange comp time for employees on such schedules as will least interfere with the functions of the department but which accommodate the desires of the employees to the greatest degree feasible.

- d. Authorized accumulated compensatory time hours (not to exceed the maximum allowable balance) will be cashed out upon separation from employment. Authorized accumulated compensatory time hours will be cashed out upon transfer or promotion to an ineligible title.
- 15.6 Regular Construction and Maintenance Equipment Operators shall have the first right of refusal for scheduled overtime within the work unit and shift prior to assignment of overtime to an out-of-class or temporary employee. When unscheduled overtime is required to complete a specific work assignment, that is currently being performed by an out-of-class or temporary employee, that overtime may be assigned to the out-of-class or temporary employee.
- 15.7 Call Back – Employees who are called back to work after completing their regular shift shall be granted at least the equivalent of two (2) hours pay at the applicable overtime rate.
- a. Definition of a Call Back – A Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of their regular work shift and is required to report back to work prior to the start of their next regularly scheduled work shift. An employee who is called back to report to work before the commencement of their regular work shift shall be compensated in accordance with the Call Back provisions of this Labor Agreement; provided however, in the event the employee is called back to report to work within two (2) hours from the starting time of their next regularly scheduled work shift, the employee shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of their next regularly scheduled work shift and the Call-Back provision shall not apply.
  - b. When the City assigns an employee from one regular shift to another and the employee is not offered at least eight (8) consecutive hours off-duty between the end of their previous shift and the beginning of their next regular shift, the employee shall be paid at the overtime rate for each hour worked during said eight (8) hour period; provided however, said employee shall be paid at the straight-time rate of pay for each hour worked during the remainder of the ensuing shift which commences eight (8) hours from the end of the previous shift.
- 15.8 Standby Duty – Whenever an employee is placed on Standby Duty, the employee shall call within fifteen (15) minutes after being contacted and, when necessary, report as directed. Employees who are placed on Standby Duty by the City shall be paid at a rate of ten percent (10%) of the employee’s straight-time hourly rate of pay. An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.
- 15.8.1 When an employee is required to return to work while on Standby Duty, the Standby Duty pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with Section 14.7 (Call Back).

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

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

<u>Swing Shift</u>	<u>Graveyard Shift</u>
\$1.25 per hour	\$1.75 per hour

1. The above shift premium shall apply to time worked as opposed to time off with pay, and therefore, shall not apply to vacation, holiday pay, funeral leave or other paid leave benefits, with the exception of sick leave.
2. Overtime shall be computed from the employee’s base pay and shall not include the shift premium pay.
3. The swing shift period shall encompass the hours from 4:00 p.m. to 11:59 p.m. The graveyard shift period shall encompass the hours from 12:00 a.m. (midnight) to 8:00 a.m.

15.11 Meal Reimbursement – When an employee is specifically directed by the City to work two (2) hours or longer at the end of their normal work shift of at least eight (8) hours or work two (2) hours or longer at the end of their shift of at least eight (8) hours when the employee is called in to work on their regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee purchases a meal away from his place of residence as a result of such additional hours of work, the employee shall be reimbursed for such meal in accordance with Seattle Municipal code (SMC) 4.20.325. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment indicating the time of the meal no later than forty-eight (48) hours from the beginning of their next regular shift; otherwise, the employee shall be paid thirty dollars (\$30) in lieu of reimbursement for the meal.

- A. To receive reimbursement for a meal under this provision, the following rules shall be adhered to:
  1. Said meal must be eaten within two (2) hours after completion of the overtime work. Meals shall not be saved, consumed and claimed at some later date.
  2. The City shall not reimburse for the cost of alcoholic beverages.
- B. In lieu of any meal compensation as set forth within this Section, a department may, at its discretion, provide a meal.

- C. When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to their normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 14.11A and 14.11B; provided however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a minimum of thirty (\$30) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

15.12 When management deems necessary, work schedules may be established other than Monday through Friday; provided however, that where workweeks other than the basic departmental workweek schedules in force on the effective date of his Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union and such changes shall be discussed with the Union in accordance with subsection A below:

A. Definitions – For the purpose of this section the following definitions shall apply:

- a. Work Schedule – This is an employee’s assigned workdays, and days off.
  - b. Workday – This is an employee’s assigned day(s) of work.
  - c. Work Shift – This is an employee’s assigned hours of work in a workday.
  - d. Days Off – This is an employee’s assigned non-workdays.
1. Extended Notice Work Schedule Change – At least fourteen (14) calendar days’ advance notification shall be afforded affected employees when work schedule changes lasting longer than thirty (30) calendar days are required by the City. The fourteen (14) calendar day advance notice may be waived by mutual agreement of the employee and management, with notice to the Union.
  2. Short Notice Work Schedule Change – At least forty-eight (48) hours advance notification shall be afforded affected employees when work schedule changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.
  3. Short Notice Work Shift Change – At least forty-eight (48) hours advance notification shall be afforded affected employees when work shift changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

15.13 Implementation of a four (4) day/ten (10) hour work schedule, forty (40) hour work week, or other alternative work schedule, such as a 9/80 work schedule, shall be subject to consultation and agreement with the Union. In administering the four (4) day/ten (10) hour work schedule, forty (40) hour work week, overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week. It will be clearly established whether an alternative work schedule is applicable for a temporary employee.

A. For employees who work a four (4) day/ten (10) hour schedule, forty (40) hour work week, or other alternative work schedule, the following shall apply:

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

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

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

1. Employees may revert back to a 5-day/8-hour work schedule, forty (40) hour work week, in which the holidays falls, if available.
2. Employees may use vacation or compensatory time to supplement the 8-hour holiday pay to achieve full pay for the work week without making other scheduling adjustments, or at the employees' discretion, to be unpaid.
3. By mutual agreement, pre-arranged between the employee and their supervisor, employees may work beyond their normally scheduled workday hours to make up holiday hours. These holiday make-up hours will not be counted as overtime and must be worked during the work week in which the holiday falls. In the event that a request for a modified holiday work week schedule cannot be accommodated, such denial shall not be arbitrary or capricious.

15.14 Encampment Pay for Encampment Removal Activities – When employees in CMEO and CMEO, Sr. classifications perform the same body of work during the cleanup of an illegal encampment, the following shall apply:

A. Employees who have completed the required training shall be eligible to receive a premium of ten percent (10%) of their regular hourly wage in addition to their

respective regular hourly wage rate for all hours assigned to sort and/or remove materials associated with illegal encampments. No pyramiding or stacking of premiums shall be allowed. This premium shall not apply to Clean City Initiative activities.

- B. The assignment of sorting and/or removing of materials associated with illegal encampments are additional duties that shall be assigned at the sole discretion of the appointing authority. As an additional duty, this work includes the physical removal of encampment materials at the encampment site, such as sorting, bagging, cleaning, and removal of personal belongings. Such assignment does not include typical CMEO duties, such as operating equipment to load/remove materials not directly associated the removal of illegal encampment into/onto City equipment, or operating mechanical and/or hydraulic or other CMEO equipment during the cleanup of an illegal encampment. This premium may be included for operating equipment if and only if hazards have been identified, such as buried propane tanks.
- C. This provision shall be in effect when the City, in its sole discretion, posts an area with a “72-hour Notice and Order to Remove Personal Property”, for the purpose of removing materials associated with an illegal encampment and subsequently cleans/clears the area. This shall not include postings providing notice that a removal has already occurred.

## **ARTICLE 16. UNEMPLOYMENT COMPENSATION**

- 16.1 Employees covered by this Agreement are included under the City’s self-insured Unemployment Insurance Program. The unemployment compensation will meet the following criteria:
- 16.1.1 Provide coverage for full-time regular employees who have completed one continuous year of service with the City immediately preceding layoff; provided, however, an employee who is on authorized leave of absence during the year immediately prior to layoff shall be deemed in continuous employment immediately preceding such layoff for purposes of eligibility for unemployment compensation benefits as provided herein, but such leave time when taken without pay shall not be included in the computation of the one-year requirement.
- 16.1.2 Coverage will only apply to those employees who are laid off.
- 16.1.3 Employees who are receiving compensation under this program must provide evidence of actively seeking employment.
- 16.1.4 The weekly benefit will be the same as that of the State of Washington Unemployment Compensation Program, but shall be good for twenty-six (26) weeks only (no extended benefits).
- 16.2 Under no circumstances shall an employee be entitled to the City of Seattle unemployment compensation benefit while drawing a similar benefit from another source.

## **ARTICLE 17. UNION REPRESENTATIVES**

- 17.1 The authorized representatives of the Union signatory to this Agreement shall be allowed admission to any job at any reasonable time for the purpose of investigating conditions existing on the job. Such authorized labor representatives shall confine their activities during such investigations to matters relating to this Agreement, and will first make their presence known to the management.
- 17.2 The Business Manager and/or Representative shall have the right to appoint a Steward at any shop or on any job where employees are employed under the terms of this Agreement. The Steward shall see that the provisions of this Agreement are observed, and he shall be allowed reasonable time to perform these duties during regular working hours. The City shall be furnished with the names of Stewards so appointed. Under no circumstances shall the City dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to alleged violation of any provision of the Agreement.

## **ARTICLE 18. SAFETY AND WORKERS COMPENSATION**

- 18.1 All work shall be done in a competent and safe manner, and in accordance with the State of Washington Safety Codes. Where higher standards are specified by the City as more appropriate than those called for as a minimum by State Construction Code, the City standards shall prevail.
- 18.2 The Department and Union recognize safe working conditions to be essential to the parties signatory to this Agreement. As such no employee shall be required to operate unsafe equipment or work with unsafe material where adequate safeguards are not provided. An employee shall not be disciplined or suffer any loss of wages if any of the conditions described herein actually prevail.
- 18.3 The employee has the duty and privilege of immediately reporting hazardous conditions to the employee's crew chief or supervisor. If the supervisor or crew chief determines that the equipment or material is safe because the safeguards are adequate and the employee still has a concern, then the departmental Safety Officer shall be called upon to make a final determination. The City recognizes that the individual employee also has the right, in compliance with appropriate State and/or Federal laws, to report the hazardous condition directly to the State of Washington, Department of Labor and Industries, Division of Safety.
- 18.4 All employees covered by this Agreement shall be provided first aid training in compliance with the State Construction Code.
- 18.5 Any employee who is disabled in the discharge of their duties and if such disablement results in absence from their regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts. If an employee is moved to the State Industrial Insurance after 261 days, the department shall notify the union.
- 18.6 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation or other paid leave may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation or other paid leave is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized due to absence from their regular duties as provided for in this section shall be reinstated and the employee shall be paid in accordance with Section 17.5 which provides payment at the eighty percent (80%) rate, or (2) if no sick leave or vacation leave was available to the employee at that time, then the

employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 17.5.

- 18.7 Such compensation shall be authorized by the Seattle Department of Human Resources Director or their designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under Seattle Municipal Code 4.44, as now or hereinafter amended.
- 18.8 Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee, if medically possible, provides twenty-four (24) hours' notice of such meeting or examination.
  - 18.8.1 The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) calendar days after notification to the employee.
- 18.9 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 17.6. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 17.6.
- 18.10 Any employee eligible for the benefits provided by SMC 4.44 whose disability prevents an employee from performing their regular duties but in the judgment of their physician could perform duties of a less strenuous nature, shall be employed at their normal rate of pay in such other suitable duties as the department head shall direct, with the approval of such employee's physician until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.
- 18.11 Sick leave shall not be used for any disability herein described except as allowed in Section 18.6.

- 18.12 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.
- 18.13 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.
- 18.14 Safety Committee – Local 77 shall be notified in advance and included in any processes that are used by City Departments to determine employee membership on all departmental, divisional, and sectional Safety Committees. Union notification and engagement protocols will be facilitated through departmental labor management committees.

## **ARTICLE 19. WORK OUT-OF-CLASS**

- 19.1 When duties of an employee assigned to an out of class position are clearly outside the scope of an employee’s regular classification for a period of four (4) consecutive hours, The employee shall be paid at the out-of-class rate while performing such duties and accepting such responsibility. Proper authority for making the out-of-class assignment shall be a supervisor and/or Crew Chief. Employees must meet the minimum qualifications of the out-of-class position, and must have demonstrated or be able to demonstrate their ability to perform the duties of the class.
- 19.1.1 Sick leave taken in lieu of working a scheduled out-of-class assignment must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment, or in the event of a regular appointment to the out-of-class title within twelve (12) months of the out-of-class title.
- 19.2 The City and the Union agree that the use of out-of-class assignments shall not be used to supplant the hiring of employees to job titles covered by this Agreement.
- 19.3 The City may work employees out-of-class for thirty (30) consecutive calendar days across bargaining unit jurisdictions for a period not to exceed thirty (30) consecutive calendar days.
- 19.4 The City may exceed the thirty (30) consecutive calendar day period for extended industrial or off-the-job injury, qualified disability of an employee or Family and Medical Leave qualifying condition.
- a. The parties recognize that the City must comply with State and Federal law regarding return rights of employees who leave City service to serve in the Armed Forces of the United States. As such the parties agree that the City may exceed the thirty (30) consecutive calendar day period due to military leave of absence.
  - b. The parties agree that the City may exceed the thirty (30) consecutive calendar day period in order to provide the time required for the City to conduct a hiring process. When such circumstances require that a continuous out-of-class assignment be extended beyond 30 days, the City shall notify the Union in writing for concurrence.
  - c. The Union shall be informed in writing within five (5) business days of out-of-class assignments under this provision of the collective bargaining agreement setting forth employee name, their job classification, full time employee position number and reason for out of class.
  - d. Any extension of an out-of-class assignment beyond nine (9) months requires written mutual agreement of the Union and the City.

- 19.5 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. When employees voluntarily apply for and voluntarily accept a position in a lower-level classification, they shall receive the salary rate for the lower class, which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. Out-of-class provisions related to threshold for payment, salary step placement, service credit for step placement and payment for absences do not apply in these circumstances.
- 19.6 An employee who is temporarily unable to perform the regular duties of their classification due to an off-the-job injury or illness may opt to perform work within a lower-paying classification dependent upon the availability of such work within a lower-paying classification dependent upon the availability of such work and subject to the approval of the City. The involved employee shall receive the salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class.
- 19.7 The City shall make a reasonable effort to accommodate employees who have an off-the-job injury or illness with light-duty work if such work is available.
- 19.8 In cases of emergencies, employees may be required to perform work outside of their classification. In such a case the employee affected shall, whenever practicable, be under the direct supervision of a crew chief or other employee regularly performing this work.
- 19.9 For purposes of definition in this Agreement, “emergency” shall mean work necessitated by emergency caused by fire, flood, or danger to life, limb or property.

## ARTICLE 20. MISCELLANEOUS

- 20.1 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, or (2) the occurrence of peak loads above the work force capability.

Determination as to (1) or (2) above shall be made by the department head involved prior to approval by the department head involved to contract out work under this provision, the Union shall be notified. The City shall provide consistent and uniform contracting out notice from each City department to the Union. The department head involved shall make available to IBEW Local 77 upon request (1) a description of the services to be so performed, and (2) the detailed factual basis supporting the reasons for such action.

The Union may grieve contracting out for work as described in Section 20.1 of this Article, if such contract involves work normally performed by employees covered by Agreement.

- 20.2 Identification Cards – Picture identification cards may be issued to employees by the City, and if so, shall be worn in a sensible, but conspicuous place on their person by all such employees or as reflected in the current practice of the department. Any such picture identification cards shall identify the employee by first name and last name initial (or at the employee's option, first name initial and last name), employee number, job title, and photograph only. The cost of replacing the card damaged due to normal wear and tear shall be borne by the City.
- 20.3 OEO – The City encourages the use of the Office of the Employee Ombud (OEO) processes to resolve non-contractual workplace conflict/disputes. Participation in the project or in an OEO process is entirely voluntary, confidential, and does not impact grievance rights.
- 20.4 Personnel File – The employees covered by this Agreement may examine their Departmental personnel file in the Department Human Resources Office in the presence of the Human Resources Officer/Director or a designee. Employees who disagree with material included in their personnel file are permitted to insert a statement relating to the disagreement in their personnel file.
- 20.5 Supervisors File – Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250, RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.

- 20.6 Bulletin Boards – The City shall provide bulletin board space for the use of the union in areas accessible to the members of the bargaining unit. However, that said, space shall not be used for notices that are political in nature. All material posted shall be the responsibility of the shop steward and shall be officially identified as International Brotherhood of Electrical Workers. A copy of all material to be posted will be provided to the appropriate departmental Labor Relations Officer, Human Resources Manager, or designated representative prior to posting.
- 20.7 Mileage – All employees who are required to use their own transportation on Department business shall be reimbursed at a rate to reflect the United States Internal Revenue Service cents per mile rate as announced in that year or immediately prior thereto, for purposes of United States Income Tax deductions for use of a privately owned automobile for business purposes.
- 20.7.1 The cents per mile mileage reimbursement rate set forth shall be adjusted up or down to reflect the current IRS rate.
- 20.8 Job Changes – The schedule for the days to work and the days off go with the job and not the employee, and an employee exercising the option for the change from one job to another assumes the days of work and days off of the new job, and anything pertaining to their schedule for the old job ceases at the beginning of the new job.
- 20.9 Meetings – Employees shall not be required to attend meetings called by the City except during working hours.
- 20.10 Transfers – Requests for transfers within classification from one crew assignment to another crew assignment need not be considered by the City when the applicant does not possess the knowledge, skill, adaptability and physical ability required for the job to which transfer is requested.
- a. For internal transfers, the most Senior Qualified CMEO or CMEO, Sr. shall be provided the transfer.

For internal City of Seattle applicants (not a transfer), the hiring department shall conduct an interview process if there are at least two qualified applicants. If there is an internal posting that receives less than two qualified applicants, the department may proceed to external posting prior to completing the interview process.

All vacant positions in the bargaining unit, which are to be filled by regular appointment, will be advertised at least once in an internal City posting (except as noted below). The posting period for each position will be open for at least fourteen (14) calendar days (at least 7 days internal to department; at least 7 days internal to City).

Exceptions to the requirement are:

- Fill from a Reinstatement Recall List
- Fill from a Reversion Recall List

- Employment of a Project Hire candidate (someone laid off from another title, but qualified to do the work if acceptable to the department appointing authority).
- b. Seniority for purposes of this Article shall be based on total employment from the most recent date of employment with the Department in one's current classification listed in Schedule "A". In the event two (2) or more employees have the same classification seniority, then Department seniority shall govern if they are still tied then City seniority in that classification shall govern, if still tied overall City seniority shall govern and if still tied the tie will be broken by a coin toss conducted by IBEW Local 77. Department seniority shall be based on the total continuous employment with the Department under regular appointment.

There will be no seniority credit granted for time worked at a higher level when working out-of-class assignments, but seniority shall continue to accrue in the employee's regular job classification.

For the purpose of determining either classification or Department seniority, leave of absence without pay not to exceed sixty (60) days per calendar year shall not be deducted. Transfer of an employee from one headquarters or organizational unit to another headquarters or organizational unit shall not constitute a promotion.

Active Duty Military Leave shall be considered in the service credit and seniority list calculation consistent with Personnel Rule 7.9.3B(5)(d).

Department Seniority Classification List shall be provided to the Union each year no later than April 1<sup>st</sup>. Any issues related to the lists shall be handled in the Labor Management Forum and not subject to the grievance process.

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

20.11.1 Boots – The Department shall pay three hundred dollars (\$300) per year per employee during the term of this agreement as a lump sum payment via payroll for the cost for purchasing protective footwear. This payment will only be made in the pay period that covers April 1<sup>st</sup>. Any questions as to the application of this article shall be resolved by the joint Labor/Management Committee.

If the department begins providing boots as part of the employee's personal protective equipment the boot allowance shall cease.

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

- 20.13 The City shall make a reasonable effort to make City trucks or equipment available for skill tests.
- 20.13.1 In addition, the Department shall pay for the cost of employees attending a driving school to attain their CDL. Driving school fees shall be paid by the Department directly to the driving school. Employees shall be reimbursed for one successful written and one successful skills test.
- 20.14 Commercial Driver's License – If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involve the driving of vehicles requiring the driver to have a state Commercial Driver's License (CDL), fees charged by the state for acquiring the license and all required endorsements shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The physical exam required to obtain or renew the license may be done on City time. The City will pay as a maximum amount, the rates charged by City identified clinics for the physical exam. Employees shall be notified of clinics offering the exam at this reimbursement rate. If an employee is covered by a City medical plan that includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Kaiser or Aetna) or shall seek reimbursement through the medical plan. All CDL physicals co-pay will be reimbursed by the City.
- 20.15 Employees required to have a Hazardous Material endorsement (HME) are required per Federal regulations to submit to a background records check and fingerprinting. Employees may make application for such HME on City time and shall be reimbursed for fees associated with the background records check and fingerprinting if such endorsement is required by the job.
- 20.16 Nothing contained herein shall guarantee that written exams, skill test, or training classes established for the purposes described herein shall be conducted during regular work hours or through adjusted work schedules, nor shall such written exams, skill tests, or training classes be paid for on an overtime basis.
- 20.16.1 In addition, employees shall be reimbursed on a one-time-only basis for fees charged for Department-approved classes offered for employees to assist them in passing this exam.
- 20.17 Transit Subsidy – The City shall provide a transit subsidy consistent with SMC 4.20.370.
- 20.18 Public Transportation & Parking – The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. Said actions shall be completed for implementation of this provision no later than January 1, 2003.

- 20.19 When an employee is transferred to any position in which they have had no previous experience, the employee shall be given a reasonable break-in period with an experienced employee in that position.
- 20.20 Hazwoper Training – Employees that obtain Hazwoper (OSHA, CFR 29.1910) certification shall be paid an additional five dollars (\$5.00) per hour while assigned to work that requires such certification. The City will pay for the initial training and any required continuing education to maintain the certification. The City reserves the right to limit the number of employees that obtain Hazwoper certification for City purposes.
- 20.21 Training is identified and scheduled by management and operational necessity. Training is considered work time and is compensated accordingly.
- 20.22 Seniority – The following seniority rules shall apply to all employees covered by this agreement:
- a. All layoffs shall be conducted in accordance with the Seattle Municipal Code and the City Personnel Rules, but subject to Appendix D of this Agreement.
  - b. For purposes of seniority other than layoffs, all seniority shall be determined by date of hire within the applicable classification and division. Time in classification outside of the affected department shall not be included.
  - c. Transfers between divisions of a department shall be determined using the seniority as defined herein by first requesting volunteers from the appropriate job classification(s). If there are no volunteers, management shall utilize reverse seniority and requisite skills needed to operate the equipment for which the transfer assignment is made.
  - d. Departments shall provide the Union with a seniority list for all classifications and members within their respective divisions and departments whenever requested in writing by their Union business office.
- 20.23 The operator classification of equipment used in the Seattle Departments of Parks and Recreation, Public Utilities, and Transportation is set forth in A and B below. The operation of “A” classified equipment shall be compensated at the CMEO Sr. rate, and the operation of “B” classified equipment shall be compensated at the CMEO rate. Operator classification shall be the determining factor for purposes of compensation provided, that in the event a CMEO classified employee operates CMEO Sr. classified equipment, such employee shall be compensated at the CMEO Sr. rate consistent with Article 19 – Work Out-of-Class.

A. CMEO Senior

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

B. CMEO

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

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

20.23.2 Annual Seniority Lists will be provided by Department to the union for CMEO and CMEO, Sr. classifications.

20.24 For the duration of this agreement, the City and the Union agree to re-open the collective bargaining agreement for the following mandatory subjects of bargaining:

- a. Continuation of the 2020 increased Transit Subsidy

20.25 Temporary employees covered by this agreement are eligible to apply for all positions advertised internally.

20.26 Effective January 1, 2020, the City shall increase the Commute Trip Reduction (“CTR”) parking benefit cost to the employee from \$7.00 to \$10.00.

## **ARTICLE 21. CLASSIFICATIONS AND RATES OF PAY**

- 21.1 The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth within Appendix A which are attached hereto and made a part of this Agreement. The rates in Appendix A are illustrative of the increases provided in Articles 21.1.1 through 21.1.3 and any discrepancies shall be governed by those Articles.
- 21.1.1 All Bargaining Unit Members shall receive a 5% market rate adjustment retroactive to the start of the contract.
- 21.1.2 Effective January 4, 2023, employees' base wages will be increased by five percent (5%).
- 21.1.3 Effective January 3, 2024, employees base wages will be increased by four and one half percent (4.5%).
- 21.1.4 Washington State Paid Family and Medical Leave Premiums – Employees will pay the employee portion of the required premium [listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an employee's paystub] of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.
- 21.1.5 The base wage rates referenced above shall be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein.
- 21.1.6 In the event the "Consumer Price Index" becomes unavailable for purposes of computing any one of the afore-referenced increases, the parties shall jointly request the Bureau of Labor Statistics to provide a comparable index for purposes of computing such increase and if that is not satisfactory, the parties shall promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable adjustment.
- 21.2 An employee, upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the position as set forth within the appropriate Appendix attached hereto.
- 21.2.1 An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment, except as otherwise provided for and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment shall not exceed the

top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, they will receive one-step increment in the higher-paid title; provided that they have not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class that were properly paid per this Agreement, shall apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.

- 21.2.2 A temporary employee who has worked in an excess of five hundred (520) regular hours and who is appointed to a regular position in a Step Progression Pay Program without a break in service greater than thirty (30) days shall have their temporary service credited toward salary step placement, provided the service was in a job title corresponding to the same or higher classification in the same series as the regular appointment.
- 21.2.3 Those employees who have been given step increases for periodic "work outside of classification" prior to the effective date of this Agreement shall continue at that step but shall not be given credit for future step increases, except as provided for in Section 20.2.1.
- 21.2.4 For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of actual service from the appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the salary range established for the class.
- 21.2.5 In determining actual service for advancement in salary step, absence due to sickness or injury for which the employee does not receive compensation may at the discretion of the City be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the City, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this Section, time lost by reason of disability for which an employee is compensated by Industrial Insurance or Charter disability provisions shall not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.
- 21.2.6 Any increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.
- 21.2.7 Changes in Incumbent Status Transfers – An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 20.2.1.
- 21.2.8 Promotions – An employee appointed to a position in a class having a higher maximum salary shall be paid at the nearest step in the higher range which (1) provides the employee who is not at the top step of their current salary range a dollar amount at least

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

- 21.2.9 An employee demoted because of inability to meet established performance standards from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary step in the lower range determined as follows:
- a. If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee shall receive the maximum salary of the lower range.
  - b. If the rate of pay received in the higher class is within the salary range for the lower class, the employee shall receive that salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class; provided however, the employee shall receive not less than the minimum salary of the lower range.
- 21.2.10 An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary rate of the lower range which is nearest to the salary rate to which they were entitled in their former position without reduction; provided however, such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of City service and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary range, such employee shall receive the salary they were receiving prior to such second reduction as an "incumbent" for so long as the employee remains in such position or until the regular salary for the lower class exceeds the "incumbent" rate of pay.
- 21.2.11 When a position is reclassified by ordinance to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification shall receive the salary rate which shall be determined in the same manner as for a promotion; provided however, if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, the employee shall continue to receive such higher salary as an "incumbent" for so long as he/she remains in position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

- 21.3 Correction of Payroll Errors – In the event it is determined there has been an error in an employee’s paycheck, an underpayment shall be corrected within two pay periods; and, upon written notice, an overpayment shall be corrected as follows:
- a. If the overpayment involved only one paycheck;
    1. By payroll deductions spread over two pay periods; or
    2. By payments from the employee spread over two pay periods.
  - b. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars (\$25.00) per pay period.
  - c. If an employee separates from the City service before an overpayment is repaid, any remaining amount due to the City will be deducted from their final paycheck(s).
  - d. By other means as may be mutually agreed between the City and the employee. The Union Representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.
- 21.4 External wage study to be conducted and completed by the end of year 2 of the contract to inform wage negotiations for successor agreement. Parties will reach agreement on market comparables by the end of year 1 and the costs shall be split equally amongst departments (SDOT, SPU, Parks). The data shall be used for negotiations but the results of the wage study shall not be assumed to be automatically implemented and shall be subject to negotiations.

## **ARTICLE 22. SAVINGS CLAUSE**

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

**ARTICLE 23. TERM OF AGREEMENT**

23.1 All terms and provisions of this Agreement shall become effective upon signature of both parties unless otherwise specified elsewhere, and shall remain in full force and effect through December 31, 2024. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) but not more than one hundred twenty (120) days prior to December 31, 2024. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.

23.1.1 Notwithstanding the provisions of Section 23.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement shall continue to remain in full force and effect during the course of collective bargaining, until such time as the terms of a new Agreement have been consummated, or unless consistent with RCW 41.56.123, the City serves the Union with ten (10) days’ written notice of intent to unilaterally implement its last offer and terminate the existing Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024

IBEW LOCAL 77

CITY OF SEATTLE, WASHINGTON  
Executed Under Authority of

Ordinance No. \_\_\_\_\_

By \_\_\_\_\_  
Business Manager/Secretary

By \_\_\_\_\_  
Bruce Harrell, Mayor

By \_\_\_\_\_  
Steve Kovac  
Business Representative

By \_\_\_\_\_  
Shaun Van Eyk  
Director of Labor Relations

By \_\_\_\_\_  
Sascha Sprinkle  
Labor Negotiator, City of Seattle

**APPENDIX A**

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

**AND**

**CITY OF SEATTLE**

A.1 Effective January 4, 2023, hourly base wages will receive a bargained rate adjustment of 5%.

A.2 Effective January 4, 2023, hourly base wage rates shall be as follows:

	Step 1	Step 2	Step 3
Constr&Maint Equip Op	39.47	41.13	42.81
Constr&Maint Equip Op,Sr	44.97	N/A	N/A
Oiler-Rigger	33.85	35.13	

A.3 Effective January 3, 2024, hourly base wage rates shall be as follows:

	Step 1	Step 2	Step 3
Constr&Maint Equip Op	41.25	42.99	44.74
Constr&Maint Equip Op,Sr	46.99	N/A	N/A
Oiler-Rigger	35.37	36.71	

**APPENDIX B**

**AGREEMENT BETWEEN I.B.E.W., LOCAL 77**

**CONSTRUCTION MAINTENANCE EQUIPMENT OPERATOR UNIT**

**AND**

**CITY OF SEATTLE**

- B.1 The City and the Union agree that an employee who cannot renew their medical certificate because they cannot be medically qualified for health reasons, shall be referred to the Department’s ADA process to determine if the employee can be reasonably accommodated into a CMEO or Senior CMEO job classification which does not require a Commercial Driver License (“CDL”) to perform the work, provided such an opportunity exists. At no time will the accommodation result in a promotion and the accommodation must first include a good faith effort to place the employee in their respective home department.
- B.2 The City and Union agree to establish a committee to review and consider the CDL requirement(s) for the CMEO and Senior CMEO classifications in each department. The committee will consist of members to include departmental management, 1 labor negotiator, 1 representative from Classification and Compensation (as needed), 1 Union representative, and 1 CMEO and 1 Sr. CMEO selected by the Union. Upon ratification and legislation of the Agreement, the City and Union shall identify their selected committee participants, and exchange potential dates to convene, such dates being no later than 30 calendar days after legislation unless the parties mutually agree to extend the timeline. The committee will meet no less than quarterly and may convene more often by mutual agreement. Upon conclusion of this committee work Appendix B of this agree expires.

**APPENDIX C**

**AGREEMENT BETWEEN I.B.E.W., LOCAL 77**

**CONSTRUCTION MAINTENANCE EQUIPMENT OPERATOR UNIT**

**AND**

**CITY OF SEATTLE**

- C.1 The following MOU attached hereto and signed by the City of Seattle and Local 77 (“Parties”), is adopted and incorporated as Appendix C to this Agreement to address certain matters with respect to membership and payroll deductions after the U.S. Supreme Court’s decision in *Janus v. AFSCME*. The Agreement is specific and limited to the content contained within it. Nothing in the MOU is intended, nor do the Parties intend, for the MOU to change the ability to file a grievance on any matter of dispute which may arise over the interpretation or application of the collective bargaining agreement itself. Specifically, nothing in the MOU is it intended to prevent the filing of a grievance to enforce any provision of Article 3, Union Membership and Dues. Any limitations on filing a grievance that are set forth in the MOU are limited to actions that may be taken with respect to the enforcement of the MOU itself, and limited specifically to Section B of the MOU. The Parties agree that the attached MOU shall last through the term of this Agreement, December 31, 2022.

**MEMORANDUM OF AGREEMENT**

By and Between

**THE CITY OF SEATTLE**

And

**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**LOCAL UNION No. 77**

This Memorandum of Agreement, regarding *Janus V. AFSCME* Supreme Court Decision, is made and entered into by and between the City of Seattle (City) and IBEW Local 77, (Union), (collectively, Parties).

## **Background**

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

In June of 2018, the United States Supreme Court issued the Janus V. AFSCME decision. This created a change in circumstances in which the Parties’ collective bargaining agreements became non-compliant with State and Federal law. In response to this change in circumstances, the Union issued a demand to bargain regarding the impacts and effects of the Janus V. AFSCME Supreme Court decision.

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

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

### Article – Union Dues and Membership

Each employee within the Bargaining Unit may make application to become a member of the Union within thirty (30) days following the date of employment within the unit, and all other employees within the Bargaining Unit who have voluntarily become members of the Union may maintain such membership.

The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employees shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Union by the City. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

The City will offer the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the unit. The City will offer the Union at least thirty (30) minutes to meet with such individuals during the employee’s normal working hours and at his or her usual worksite or a mutually agreed upon location. The City’s obligation to offer the Union this access is also satisfied by offering the Union to meet with new bargaining unit members

during New Employee Orientation (NEO). At least five (5) working days before the date of a NEO, the Union shall be provided the names of their bargaining unit members attending NEO.

1. This Agreement is specific and limited to the referenced Demand to Bargain and sets no precedent or practice by the City and cannot be used or introduced in any forum or proceeding as evidence of a precedent or a practice.
2. Issues arising over the interpretation, application, or enforceability of this Agreement may be resolved through the grievance procedure set forth in the Parties' collective bargaining agreement.
3. This Memorandum of Agreement (MOA) will be reviewed when the current collective bargaining agreement expires, either party may cancel this agreement on or after January 1, 2019 and both Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.
4. This agreement fulfills the City's obligation with regard to the Unions demand to bargain the Janus V AFSCME Supreme Court decision.
5. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during the parties' labor management meetings and shall not be subject to the grievance procedure set forth in the Parties' collective bargaining agreements.
6. The provisions contained in "Section B" of this MOU will be reviewed when the current collective bargaining agreements expire. The Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.
7. This Parties signatory to this MOU concur that the City has fulfilled its bargaining obligations regarding the demand to bargains filed as a result of the Janus v. AFSCME Supreme Court decision.

FOR THE CITY OF SEATTLE:

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

Mayor

  
\_\_\_\_\_  
Susan McNab,

Interim Seattle Human Resources Director

  
\_\_\_\_\_  
Laura A. Southard,

Deputy Director/Interim Labor Relations Director

SIGNATORY UNIONS:

  
\_\_\_\_\_  
Steve Kovac,

Union Representative, International  
Brotherhood of Electrical Workers – Local 77

  
\_\_\_\_\_  
Jason Trotter,

Union Representative, International  
Brotherhood of Electrical Workers – Local 77

**APPENDIX D**  
**AGREEMENT BETWEEN I.B.E.W., LOCAL 77**  
**CONSTRUCTION MAINTENANCE EQUIPMENT OPERATOR UNIT**  
**AND**  
**CITY OF SEATTLE**

The parties agree that the following personnel rule language will apply to this bargaining unit during the term of this agreement.

**Personnel Rule 6.2 - Layoff**

**6.2.0 Authority**

SMC 4.04.050 and subsequent revisions thereto, Rule-making authority SMC

4.04.220 and subsequent revisions thereto, Layoff

SMC 4.24.030 and subsequent revisions thereto, Change in position or department RCW

73.16.010 and subsequent revisions thereto, Preference in public employment

**6.2.1 Definitions**

- A. "Appointing authority" shall mean the head of an employing unit, authorized by ordinance or City Charter to employ others on behalf of the City. The term includes and can be used interchangeably with department head, department director, superintendent, or chief.
- B. "Bump" shall mean to displace a less senior employee in lieu of layoff.
- C. "Classification" shall mean any group of positions that the Seattle Human Resources Director determines is sufficiently similar in nature and level of work that the same title may be equitably applied to all.
- D. "Classification series" shall mean 2 or more classifications that perform similar tasks or work but differ in degree of difficulty and responsibility.
- E. "Classified service" shall mean all employment positions in the City of Seattle that are

- not excluded by ordinance, City Charter, or State law from the provisions of the Seattle Municipal Code and the Personnel Rules.
- F. "Layoff" shall mean the discontinuation of employment and suspension of pay of any regular or probationary employee because of lack of work, lack of funds, or through reorganization.
  - G. "Seattle Human Resources Director" shall mean the head of the Seattle Department of Human Resources or his or her designated management representative.
  - H. "Probationary employee" shall mean an employee who has not yet completed a probationary period of employment.
  - I. "Referral program" shall mean a program administered by the Seattle Human Resources Director that provides job referrals to individuals who are at risk of layoff or who are on a reinstatement list.
  - J. "Regular employee" shall mean an employee who has been appointed to a position in the classified service and who has completed a 1-year probationary period of employment.
  - K. "Regularly appointed employee" shall mean an individual with a probationary, regular or exempt appointment to a position of City employment.
  - L. "Reinstatement" shall mean the reappointment of an employee within 12 months of layoff from a reinstatement list to a position in the same classification or title from which the employee was laid off.
  - M. "Seniority" shall mean a regular employee's length of continuous service, based on total straight-time regular pay hours, in his or her present classification and all higher classifications since original appointment to the present classification.
  - N. "Standing" shall mean the classification in which an employee accrues service credit for layoff purposes.
  - O. "Status" shall mean the condition of being probationary, trial service, or regular in the current classification.
  - P. "Step Progression Pay Program" shall mean a compensation system that provides for salary progression based on length of service.
  - Q. "Straight-time regular pay hours" shall mean all hours up to 40 per workweek for which an employee is compensated.
  - R. "Temporary worker" shall mean an individual who is employed to fill a temporary, emergency or short-term need, with no guaranteed minimum number of hours of employment.
  - S. "Trial Service" shall mean a 12-month trial period of employment for a regular employee who has completed a probation period and who is subsequently appointed to a position in another classification.
  - T. "Trial Service Employee" shall mean an employee who has not yet completed a period of trial service.
  - U. "Veterans' preference" shall mean preference for retention in employment of any honorably discharged soldier, sailor or marine who is a veteran of any war of the United States, or of any military campaign for which a campaign ribbon shall have been awarded, the widow or widower of same, and/or the spouse of an honorably discharged veteran who has a service-connected permanent and total disability.

### **6.2.2 Application of this Rule**

- A. The provisions of this Rule apply to employees who are regularly appointed to positions in the classified service.
- B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any established and recognized practice relative to the members of the bargaining unit.
- C. Except as specifically provided, this Rule does not apply to individuals hired by the City on a temporary, intermittent or seasonal basis, or for a work schedule of fewer than 20 hours per week; nor does it apply to individuals hired under contract to the City.
- D. This Rule does not apply to individuals who are employed under the terms of a grant that includes layoff provisions that conflict with this Rule.
- E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing units, provided that such policies and procedures do not conflict with the provisions of this Rule.

### **6.2.3 Conditions of Layoff**

- A. A condition of layoff exists when an employing unit must abrogate or unfund a position of employment in the classified service, and there are no vacant funded positions in the classification or title within the employing unit.
- B. A management-initiated reduction in scheduled work hours shall not constitute a layoff unless the reduction is to less than 20 hours per workweek.

### **6.2.4 Order of Layoff**

- A. Within an employing unit, in a given classification affected by layoff, the order of layoff of employees shall be as follows:
  - 1. Probationary employees;
  - 2. Trial service employees who cannot be reverted in accordance with Personnel Rule 4.1.8 C (1);
  - 3. Regular employees

Temporary workers shall be separated prior to the layoff of any probationary, trial service, or regular employee in the same employing unit and classification or title.

Among probationary or trial service employees, order of layoff shall be at the discretion of the appointing authority.

Among regular employees, order of layoff shall be in the order of seniority; the employee with the least seniority being laid off first.

- B. After completion of the probationary period, service credit for purposes of seniority will be given for the length of continuous service in the employee's present classification and all higher classifications since original regular appointment to the present classification. Unpaid absences for active duty training or mobilization with the United States Armed Forces shall not be deducted from an employee's seniority.
- C. In case of a tie among employees with equal seniority in the affected classification, any employee who qualifies for veterans' preference shall be retained over an employee who does not qualify for veterans' preference. Where ties continue to exist after application of veterans' preference, order of layoff shall be at the discretion of the appointing authority.

### **6.2.5 Out-of-Order Layoff**

- A. Upon a showing by the appointing authority that the operating needs of an employing unit require such action, the Seattle Human Resources Director may authorize an exception to the normal order of layoff and the retention in active employment of any employee who has some critically necessary special experience, training or skill.
- B. A written request for an out-of-order layoff, signed by the appointing authority, shall be accompanied by documentation that shows that the employee who would be retained over the more senior employee was recruited specifically for his or her special experience, training or skill; or has been specially trained by the employing unit to fulfill a critical business need of his or her position.
- C. In addition, a request for an out-of-order layoff must include compelling evidence that the more senior employee does not possess the special experience, training or skill required to perform the work of the position and could not be expected to satisfactorily perform the work of the position within a reasonable period of time.
- D. If the Seattle Human Resources Director approves the retention of the least senior employee, the more senior employee shall be allowed to bump the next least senior employee, continuing in sequential order as necessary until the Seattle Human Resources Director determines that the more senior employee has the required skills to satisfactorily perform the work of the position within a reasonable period of time.

### **6.2.6 Procedure for Layoff**

- A. The appointing authority or designated management representative shall request from the Seattle Human Resources Director an order of layoff for the incumbents of the position(s), by classification, affected by the layoff and the effective date of layoff. The Seattle Human Resources Director shall provide to the appointing authority an order of layoff for the affected classification(s).
- B. The order of layoff shall show each affected employee's length of continuous service in the classification as determined by the Seattle Human Resources Director based upon the employee's regular straight-time pay hours, projected through close of business on the effective date of the layoff. The appointing authority shall notify the Seattle Human Resources Director if any employee's relative position on the order of layoff is subject to change prior to its implementation as a result of a

- change in work hours, unpaid leave of absence, etc.
- C. Upon approval of the authorizing legislation or direction by the appropriate authority, the appointing authority or designated management representative shall officially notify an affected employee that his or her position is being abrogated or unfunded and he or she is subject to layoff on the effective date of such action.
  - D. Where regular or trial service employment is terminated by layoff, when possible, 30 calendar days notice shall be given the affected employee(s), and at least 15 calendar days notice shall be given unless:
    - 1. Delaying the layoff would cause the employing unit to exceed its revenue for personal services for the affected work program; or
    - 2. The layoff is 1 of a number of layoffs and delaying the layoff would cause serious financial detriment to the City; or
    - 3. The layoff is caused by fire, storm damage, earthquake, destruction of property, strike, or any other such event that could not reasonably have been foreseen, or by peremptory state or federal legislation.

Nothing in this Rule shall preclude transfer in accordance with Rule 4.3.5 or reduction in accordance with Rule 4.3.3.

- E. Upon receiving formal notification of layoff, the affected employee(s) shall, within 3 working days, submit an option selection form to the appointing authority specifying his or her irrevocable selection of 1 of the following options insofar as the option is available:
  - 1. Transfer to avoid layoff (bumping) within the employing unit to the position held by the least senior employee in the same classification as the employee who has received notification of layoff; or
  - 2. Accept layoff with placement of the employee's name on a reinstatement list for the classification from which laid off.
- F. Failure of the employee to submit a completed option form to the appointing authority or designated management representative within 3 working days shall be construed as a resignation unless another time limit is approved by the appointing authority.
- G. The appointing authority or designated management representative may give an affected employee informal notification before a proposed action is finalized that the action may result in the employee's layoff. The employee is not obligated to select an option as provided in Rule 6.2.6 (E) until he or she receives formal notification of layoff. An employee who has received informal notification shall be eligible to participate in any formal referral program(s).

### **6.2.7 Employee Options for Transfer To Avoid Layoff (Bumping)**

- A. Within the same employing unit, any regular employee subject to being laid off may displace the employee who has least seniority in the displacing employee's classification.
- B. The least-senior regular employee or a trial service employee who cannot be reverted in accordance with Personnel Rule 4.1.8 C (1) who is laid off or is displaced pursuant to Rule 6.2.7 A may displace the employee having the least seniority in the next lower

classification in the same classification series when (1) the displacing employee has had an appointment to such lower classification, and (2) the employee to be sequentially displaced has less length of service than the displacing employee.

### **6.2.8 Referral Programs**

- A. The Seattle Human Resources Director may establish programs for the referral of employees who have been informally or formally notified of pending layoff, or who have been laid off, to appropriate employment positions.
- B. The appointing authority or a designated management representative shall certify employee eligibility to participate in referral programs by submitting an official nomination to the Seattle Human Resources Director.
- C. Each employee who participates in a referral program shall be responsible for meeting all the terms and conditions of participation.
- D. The Seattle Human Resources Director may refer eligible employees to positions that have a maximum pay rate that is equivalent to or lower than the maximum pay rate associated with the position from which the employee will be or has been laid off.
- E. Eligibility for participation in a referral program ends 12 months after actual layoff.

### **6.2.9 Reinstatement**

- A. The Seattle Human Resources Director shall establish and maintain for 12 months following layoff a reinstatement list for any classification or title from which City employees have been laid off, and shall provide it to any employing unit that has a position vacancy in a classification for which a reinstatement list exists. The appointing authority shall appoint an employee from the reinstatement list to fill the available position.
  - 1. If there is more than 1 eligible employee on the reinstatement list for a particular classification, the appointing authority shall conduct a selection process and appoint from among all eligible employees.
  - 2. The appointing authority may refuse to appoint an eligible employee from a reinstatement list only with the Seattle Human Resources Director's concurrence that the employee is not qualified for the available position. The employee shall remain eligible for reinstatement for the term of the list.
- B. An employee who is reinstated shall:
  - 1. Be placed at the salary step in effect at the time of his or her layoff, with combined service counting toward progression to the next step, if he or she is appointed to a position in the Step Progression Pay Program.
  - 2. Have his or her seniority in the classification, from the time of original appointment to the classification to the time of layoff, restored.
  - 3. Have his or her accumulated and unused sick leave balance restored.
  - 4. Earn vacation at the accrual rate that was in effect at the time of his or her layoff, with combined service counting toward progression to the next increment in accrual rate.
  - 5. If the employee closed his or her account with the City Employees' Retirement

System upon layoff, be eligible to redeposit in the City Employees' Retirement Fund an amount equal to that which he or she withdrew, plus interest, subject to any rules established by the Retirement Board.

- C. An employee who refuses an offer of employment shall be removed from the reinstatement list unless his or her continued eligibility is approved by the Seattle Human Resources Director.
- D. An employee who accepts appointment to a position in a classification or title other than that to which he or she has reinstatement rights shall be removed from the reinstatement list.
- E. An employee who accepts appointment to a position in a classification or title other than that from which he or she was laid off within 12 months following layoff shall:
  - 1. Have his or her salary step placement calculated as in transfer, reduction or promotion, depending upon whether the maximum step of the new salary range is the same, lower or higher than the maximum step of the range associated with the classification or title from which the employee was laid off; provided both classifications or titles are assigned to the Step Progression Program.
  - 2. Complete a probationary or trial service period, as appropriate, in the new classification or title, if the position is in the classified service. Seniority in the classification or title shall begin to accrue upon completion of the probationary or trial service period. If the employee has prior standing in the classification or title, this requirement does not apply.
  - 3. Have his or her accumulated and unused sick leave balance restored.
  - 4. Earn vacation at the accrual rate that was in effect at the time of his or her layoff, with combined service counting toward progression to the next increment in accrual rate.
  - 5. If the employee closed his or her account with the City Employees' Retirement System upon layoff, be eligible to redeposit in the City Employees' Retirement Fund an amount equal to that which he or she withdrew, plus interest, subject to any rules established by the Retirement Board.
- F. An employee who is not reinstated or rehired within 12 months of layoff shall be considered to have been separated from City employment.
- G. An employee who is rehired more than 12 months following layoff shall not be considered to have been reinstated. He or she shall be treated as a new hire except for purposes of vacation accrual and use, and eligibility to redeposit in the City Employees' Retirement Fund an amount equal to that which he or she withdrew, plus interest, subject to any rules established by the Retirement Board.

#### **6.2.10 Voluntary Layoff**

- A. When a condition of layoff exists within an employing unit, an employee in the affected classification who would not be subject to layoff in a normal order of layoff may make a written request to the appointing authority to be laid off in lieu of the least senior employee in the classification.
- B. The appointing authority may approve a request for voluntary layoff as long as it mitigates the need for another layoff in the classification.
- C. An employee who elects a voluntary layoff as described herein shall be subject to all

terms and conditions of layoff and shall be eligible for participation in referral and reinstatement programs.

## SUMMARY and FISCAL NOTE

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Seattle Department of Human Resources	Shaun Van Eyk/ Sascha Sprinkle	Joseph Russell

### **1. BILL SUMMARY**

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

**Summary and Background of the Legislation:** This legislation authorizes the Mayor to implement a collective bargaining agreement between The City of Seattle (“City”) and the International Brotherhood of Electrical Workers Local No. 77 Construction Maintenance Equipment Operator Unit (“Local 77 CMEO”). The collective bargaining agreement is a two-year agreement on wages, benefits, hours, and other working conditions for the period from January 1, 2023, through December 31, 2024. This legislation affects approximately 44 regularly appointed City employees.

The collective bargaining agreement provides for a 5 percent negotiated wage adjustment for all bargaining unit members, retroactive to the start of the contract. In addition, the collective bargaining agreement provides for base wage increases of 5 percent in 2023 and 4.5 percent in 2024. Shift differential will increase from \$1.00 to \$1.25/hour for swing shift and from \$1.50 to \$1.75/hour for graveyard shift. Employees in CMEO and CMEO, Sr. classifications will be eligible to receive a 10 percent premium in addition to their regularly hourly wage rate for all hours assigned to sort and/or remove materials associated with illegal encampments. Employees who obtain Hazwoper certification will be paid an additional \$5.00/hour while assigned to work that requires such certification. Overtime meal compensation will increase from \$20 to \$30 and reimbursement for the cost of purchasing protective footwear will be \$300.00 per year for the term of the agreement.

The City and Local 77 CMEO agreed to continue health care cost sharing as follows: the City will pay up to 7 percent of the annual health care cost increases and then additional costs will be covered by the Rate Stabilization Fund. Once the Fund is exhausted, the City will pay 85 percent and employees will pay 15 percent of any additional costs.

The agreement provides for other working conditions. Effective 60 days after ratification, employees with 4 to 7 years of service will receive 16 annual vacation days, with increasing number of annual vacation days at years 8-13 (20 days), 14-18 (23 days), 19 (24 days), 20 (25 days), 21 (26 days), 22 (27 days), 23 (28 days), 24 (29 days), and 25+ (30 days). Employees will also be allowed up to 40 hours of bereavement leave (full day increments or increments of one hour) in the event of death of any relative, defined as any person related to the employee by

blood, marriage, adoption, fostering, guardianship, in loco parentis, or domestic partnership. The parties further agreed that an external wage study will be conducted (with costs split between departments) to inform wage negotiations for a successor agreement, among other items.

**2. CAPITAL IMPROVEMENT PROGRAM**

Does this legislation create, fund, or amend a CIP Project?  Yes  No

**3. SUMMARY OF FINANCIAL IMPLICATIONS**

Does this legislation have financial impacts to the City?  Yes  No

The City Budget Office, in cooperation with Labor Relations, developed the following estimate to approximate the costs of ratifying the Local 77 CMEO agreement. These estimates include a comparison of the costs relative to (a) existing compensation levels, and (b) reserves that the City held last fall in adopting the 2024 Budget in anticipation of completing negotiations with the Local 77 CMEO. The estimated costs for the collective bargaining agreements include all elements of employee compensation, including wages, retirement contributions, Social Security, and Medicare. The incremental financial impacts include two key components: (i) retroactive payments for the year 2023 and half of 2024, plus adjustment to compensation levels for the second half of 2024; and (ii) the ongoing costs associated with this increased compensation. The table below distinguishes both elements.

The lump sum, one-time payment in 2024 will cover the incremental costs of the wage adjustments that are being awarded retroactively for work by Local 77 CMEO members in 2023 and 2024. The ongoing annual costs capture the compounded impact of the annual wage increases provided for this time period. As highlighted in the table, these incremental ongoing, annual costs do not change for 2025 and beyond. This reflects the fact that the term of the agreement with Local 77 CMEO runs only through the end of 2024 and does not address compensation changes beyond this date. The City and Local 77 CMEO will ultimately negotiate a labor agreement that extends beyond the end of 2024, but until then, per state law, the terms of the agreement and the wage rates provides will remain in effect.

	<i>Salary Base</i>	<b>2023</b>	<b>2024 est.</b>	<b>2025 est.</b>	<b>2026 est.</b>	<b>2027 est.</b>	<b>2028 est.</b>
<b>Expenditure Change (\$) General Fund</b>	\$834,000	\$93,000	\$139,000	\$139,000	\$139,000	\$139,000	\$139,000
<b>Expenditure Change (\$) Other Funds</b>	\$5,262,000	\$585,000	\$879,000	\$879,000	\$879,000	\$879,000	\$879,000
<b>Total – All Funds</b>	<b>\$6,097,000</b>	<b>\$678,000</b>	<b>\$1,018,000</b>	<b>\$1,018,000</b>	<b>\$1,018,000</b>	<b>\$1,018,000</b>	<b>\$1,018,000</b>

The City anticipated significant aspects of the compensation terms reflected in the proposed bills and has held financial reserves to address the immediate needs and developed long-term financial plans for additional labor costs that will be incurred in the future. However, the costs of the final terms of this agreement exceed the costs anticipated and planned for in the 2024 budget

process. Over the period from 2023-2025, the financial terms of the agreement exceed reserves and previously forecast expenditures by approximately \$1.9 million.

**General Fund**

	<i>Salary Base</i>	2023	2024 est.	2025 est.	TOTAL
Expenditure Change - General Fund	\$834,000	\$93,000	\$139,000	\$139,000	\$372,000
Expenditure Change Assumed in '24 Budget - Gen. Fund		(\$38,000)	(\$69,000)	(\$69,000)	(\$176,000)
Cost Above Budget/Reserves - Gen. Fund		\$55,000	\$70,000	\$70,000	\$195,000

**Other Funds**

	<i>Salary Base</i>	2023	2024 est.	2025 est.	TOTAL
Expenditure Change - Other Funds	\$5,262,000	\$585,000	\$879,000	\$879,000	\$2,343,000
Expenditure Change Assumed in '24 Budget - Other Funds		(\$122,000)	(\$224,000)	(\$224,000)	(\$569,000)
Cost Above Budget/Reserves - Other Funds		\$464,000	\$655,000	\$655,000	\$1,774,000

**All Funds**

	<i>Salary Base</i>	2023	2024 est.	2025 est.	TOTAL
Total Costs Above Budget/Financial Plans - ALL FUNDS	\$6,097,000	\$519,000	\$725,000	\$725,000	\$1,969,000

Separate, future legislation will be forwarded by the City Budget Office later in 2024 to authorize appropriation of funds to departments. This request will allocate the available reserves and may request appropriations beyond those reserves, likely relying on unanticipated unspent resources from 2023 and savings from actions taken in 2024 to generate additional resources to cover any additional need. The incremental costs for 2025 and 2026 will be addressed as part of the Mayor’s proposed biennial budget. These additional incremental costs will add to the \$230+ million annual deficit that must be resolved in that budget.

Notes:

- Total costs of the proposed agreement with Local 77 CMEO are divided roughly 15% General Fund and 85% Other Funds.
- For this unit, approximately 50% of total costs are in Seattle Public Utilities, 45% in Seattle Department of Transportation and 5% in Seattle Parks & Recreation.
- Compensation costs for employees affected by this legislation increase at roughly 10% per year for the two years of the agreement. This is consistent with overall annual wage increases of 5% and 4.5% in the two years, plus the cost of the negotiated market adjustment of 5% in 2023 and other, smaller adjustments in compensation and benefits.
- Costs for 2023 will be paid in 2024 as retroactive payments for work performed in 2023. These costs will be in addition to the increased 2024 costs, which will partially be paid as

retroactive awards for work through the first part of the year, and then as ongoing costs for the remainder of the year.

- Costs and reserves for 2025-2028 shown in the tables above exactly match those for 2024 because the terms of contract authorized by this legislation extend only through 2024. The City and Local 77 CMEO will need to negotiate terms for 2025 and beyond at some future date. Additional financial impacts will result from the outcome of those negotiations, and these impacts will be additive to the estimates presented here for 2025-2028.

There are no new revenues associated with this legislation. This legislation does not authorize the creation of new positions.

### 3.a. Appropriations

- This legislation adds, changes, or deletes appropriations.

### 3.b. Revenues/Reimbursements

- This legislation adds, changes, or deletes revenues or reimbursements.

### 3.c. Positions

- This legislation adds, changes, or deletes positions.

### 3.d. Other Impacts

**Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.**

The Executive will transmit legislation later this year to authorize appropriations for City departments.

**If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.**

The Executive will transmit legislation later this year to authorize appropriations for City departments. The amounts included in those appropriations will likely be less than the above estimates because the City has taken a number of steps in early 2024 to reduce spending. Future appropriations are anticipated to be net of those administratively derived savings.

**Please describe any financial costs or other impacts of *not* implementing the legislation.**

Legislation is required to implement bargained-for wages and changes to union members' working conditions. If the contract is not legislated, employees will continue to receive the same wages that became effective on January 5, 2022. There may be other implications and legal risks for not authorizing this legislation.

#### 4. OTHER IMPLICATIONS

- a. **Please describe how this legislation may affect any departments besides the originating department.**

There are financial and operational impacts to Seattle Public Utilities, Seattle Department of Transportation, and Parks & Recreation.

- b. **Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.**

No.

- c. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**

- i. **How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**

The collective bargaining agreement includes enhancements to pay and working conditions for employees, which include BIPOC and women employees.

- ii. **Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**

N/A

- iii. **What is the Language Access Plan for any communications to the public?**

N/A

- d. **Climate Change Implications**

- i. **Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**

N/A

- ii. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

N/A

- e. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

N/A

## 5. CHECKLIST

- Is a public hearing required?**
- Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?**
- If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?**
- Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

## 6. ATTACHMENTS

**Summary Attachments:** Summary Attachment 1 – Bill Draft Local 77 CMEO Agreement

**A G R E E M E N T**

**by and between**

**THE CITY OF SEATTLE**

**and the**

**INTERNATIONAL**

**BROTHERHOOD OF**

**ELECTRICAL WORKERS**

**Local No. 77**

**Construction Maintenance Equipment Operator (CME0) Unit**

**Effective January 1, [2019-2023](#) through December 31, [2024](#)**

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I.B.E.W., L77, Construction Maintenance Equipment Operator Unit CBA  
Effective January 1, 2023<sup>19</sup> through December 31, 2024<sup>22</sup>

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### **PREAMBLE**

THIS AGREEMENT is between the City of Seattle (herein after called the City) and the International Brotherhood of Electrical Workers Local Union No. 77 (herein after called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative.

### **PURPOSE OF THIS AGREEMENT**

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

1. To provide for fair and reasonable rates of pay, hours and working conditions for employees of the City.
2. To insure the making of appointments and promotions as provided under Article XVI of the City Charter.
3. To promote stability of employment and establish satisfactory tenure.
4. To provide for improvement and betterment programs designed to aid the employees in achieving their acknowledged and recognized objectives as outline in this agreement.
5. To promote the highest degree of efficiency and responsibility in the performance of the work and the accomplishment of the public purposes of the City.
6. To adjust properly all disputes arising between them related to the matters covered by this Agreement.
7. To promote systematic labor-management cooperation between the City and its employees.

**ARTICLE 1. -NONDISCRIMINATION**

- 1.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, gender identity, political ideology, ancestry or the presence of any sensory, mental or physical handicap unless based on a bona fide occupational qualification reasonably necessary to the operations of the City.
- 1.2 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

**ARTICLE 2. -RECOGNITION AND BARGAINING UNIT**

- 2.1 The City hereby recognizes the Union as the exclusive collective bargaining representative, for the purposes stated in RCW 41.56, for the bargaining unit as defined by the Public Employment Relations Commission certification contained in Appendix A of this Agreement.
- 2.2 The parties agree to meet for disclosure, discussion and if requested negotiations (if necessary) prior to the assignment of any regular part time Construction and Maintenance Equipment Operators and/or Senior Equipment Operators.

**ARTICLE 3. -UNION DUES AND PAYROLL DEDUCTION**

- 3.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved.
- 3.2 The performance of this function is recognized as a service to the Union by the City and the City shall honor the terms and conditions of each worker's Union payroll deduction authorization(s) for the purposes of dues deduction only.
- 3.3 The Union agrees to indemnify and hold the Employer City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Union members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.
- 3.4 The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit.
- 3.5 The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee's normal working hours and at their usual worksite or mutually agreed upon location.
- 3.6 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement.
- 3.7 At least five (5) working business days before the date of the NEO, the City shall provide the Union with a list of names of the bargaining unit members attending the Orientation.
- 3.8 New Employee and Change in Employee Status Notification:- The City shall supply the Union with the following information on a monthly basis for new employees:
- a. Name
  - b. Home address
  - c. Personal phone
  - d. Personal email (if a member offers)
  - e. Job classification and title
  - f. Department and division
  - g. Work location
  - h. Date of hire
  - i. Hourly or salary FLSA status

j. Compensation rate

- 3.9 Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of the Union dues authorization rules.
- 3.10 The Union shall transmit to the City, in writing, by the cutoff date for each payroll period, the name(s) of the Employee(s), as well as [Employee ID Number], who have, since the previous payroll cutoff date, provided the Union with a written authorization for payroll deductions, or have changed their prior written authorization for payroll deductions.
- 3.11 Every effort will be made by the City to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the Union that the terms of the employee's authorization regarding dues deduction revocation have been met.
- 3.12 -The City will refer all employee inquiries or communications regarding union dues to the Union. The City may answer any employee inquiry about process or timing of payroll deductions.
- 3.13 Issues arising over the interpretation, application, or enforceability of the provisions of this Article shall be addressed during labor management meetings and shall not be subject to the grievance procedure set forth in this collective bargaining agreement.

**ARTICLE 4. -DURATION, MODIFICATION AND CHANGES**

- 4.1 This agreement shall become effective January 1, 20~~23~~<sup>19</sup> and shall remain in effect through December 31, 20~~24~~<sup>22</sup>. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) but not more than one hundred and twenty (120) days prior to December 31, 20~~24~~<sup>22</sup>. Any modifications requested by either party must be submitted to the other party no later than ninety (90) days prior to the expiration of this Agreement, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.
- 4.2 A Wage Review Committee shall be convened by the City to hear and rule on wage relationship adjustments proposed by Local 77. Requests for such adjustments, together with justification therefore, must be presented to the City Director of Labor Relations in writing with endorsement by the Union within one year of legislation of this agreement. A request for wage adjustment of a particular class will be considered only once during the period of the Agreement. A written report of the Wage Review Committee on each request shall be made within 45 days of the hearing and forwarded to the Union. If the Union desires a review of the Committee's reply, it shall be granted and be held no later than 30 days from the request of the meeting. Wage relationship adjustments approved by the Committee shall be applied at the same time as the next general wage settlement and effective the same date as the settlement.

**ARTICLE 5. – MANAGEMENT RIGHTS**

- 5.1 The right to hire, promote, discharge for just cause, improve efficiency determine the work schedules and location of Department headquarters are examples of management prerogatives. The City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.
- 5.2 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, and as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods or equipment, the assignment of employees to a specific job within the bargaining unit, the right to temporarily assign employees to a specific job or position outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.
- 5.3 The Union recognizes the City's right to establish and/or revise performance evaluation system(s). Such system(s) may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees. In establishing new and/or revising existing evaluation system(s), the City shall meet prior to implementation with the Labor-Management committee to jointly discuss such performance standards.
- 5.4 The City agrees that performance standards shall be reasonable.

**ARTICLE 6. - DISCIPLINE**

- 6.1 The City may suspend, demote, or discharge an employee for just cause.
- 6.2 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee/management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:
- A. Verbal warning;
  - B. Written reprimand;
  - C. Suspension;
  - D. Demotion; or
  - E. Termination.
- 6.3 Which disciplinary action is taken depends upon the circumstances, including the seriousness of the employee's misconduct.
- 6.4 Provided the employee has received no further or additional discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two years other than to show notice of any rule or policy at issue.
- 6.5 Discipline that arises as a result of a violation of workplace policies or City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to 6.4 above.

**ARTICLE 7. -GRIEVANCE PROCEDURE**

- 7.1 Recognizing that the terms of the Agreement may be subject to different interpretations, both the City and the Union should have recourse to an orderly means of resolving any situation resulting in a grievance. The following outline of procedure by which grievances shall be processed is written as for a grievance of the Union against the City, but is understood that the steps are similar for a grievance of the City against the Union.
- 7.2 A contract grievance in the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the contract grievance procedure and be processed within the time limits set forth herein.
- 7.2.1 Grievances shall be filed at the Step in which there is authority to adjudicate such grievance within twenty (20) business days of the alleged contract violation. (Business days are defined as Monday through Friday excluding recognized city holidays [not to include personal holidays].)
- 7.3 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being twenty (20) business days or less prior to the initial filing of the grievance.

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

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

1. A statement of the nature of the grievance and the facts upon which it is based.  
~~1.~~
2. The remedy or correction which it is desired that the City will make.  
~~2.~~
3. The Section or Sections of the Agreement relied upon as being applicable thereto.  
~~3.~~
4. When a grievance ~~is sois~~ presented, the Department HR Director or designee shall, within ten (10) business days schedule a meeting to discuss the grievance. The City

shall reply in writing within ten (10) business days from the date of the meeting. Should the parties agree to forego such a meeting, the City shall, within ten (10) business days from the grievance being so presented, investigate and reply to the Union in writing.

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

#### Grievance Mediation

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

Step 4: If the difference or complaint is not settled in Step 3, it may be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration will be made within twenty (20) business days of the expiration of the settlement period enumerated in Step 3, and will be accompanied by the following information:

1. Identification of Section(s) of Agreement allegedly violated.
2. Nature of the alleged violation.
3. Question(s) which the arbitrator is being asked to decide.
4. Remedy sought.
5. Statement of facts.
  - a. In lieu of the procedure described above, the City and the Union may mutually agree to select an arbitrator to decide the issue.
  - b. The parties agree to abide by the award made in connection with any arbitrable difference. There will be no suspension of work, slowdown or curtailment of services while any difference is in process of adjustment or arbitration.
  - c. In connection with any arbitration proceeding held pursuant to this agreement, it is understood as follows:
    1. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation or application of the

express terms of this Agreement, and all other matters shall be excluded from arbitration.

- ~~2.~~ The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.
- ~~2.~~  
~~3.~~ The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.
- ~~3.~~  
~~4.~~ The decision of the arbitrator regarding any arbitrable difference shall be final, conclusive and binding upon the City, the Union and the employees involved.
- ~~4.~~  
5. Nothing herein shall be construed as preventing the City and the Union from settling by mutual agreement, prior to final award, any grievance submitted to arbitration herein.

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

~~7.5~~ ~~7.5~~ When a grievance is of a general nature, it will not be necessary that the Union list the names of the aggrieved employees.

#### 7.6 Property Interest Discipline Grievance

A. The burden of proof in disciplinary procedures shall be upon the City.

B. Where an appointing authority or their designee imposes or intends to impose property level discipline a preliminary notice of discipline shall be given to the employee. This preliminary notice of discipline shall contain (a) charges; (b) general description of the alleged acts and/or conduct upon which the charge is based and (c) the penalty to be imposed. A copy of the preliminary notice of discipline shall be concurrently provided to the local Union office. Upon request of the Union, the City shall provide a complete copy of the investigation files in advance of any Loudermill hearing requested in advance of issuing the formal discipline. The Union may also request a meeting to review the investigation file with the City's investigator. And Labor Relations. Both requests must be made timely, may not unduly delay the City's disciplinary processes.

**ARTICLE 8. – LABOR MANAGEMENT COMMITTEES**

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

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

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

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

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

8.4 Additional meetings can be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this agreement. Subjects for discussion at labor-management meetings during the term of this agreement shall be as agreed by the parties.

**ARTICLE 9. -WORK STOPPAGES**

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

**ARTICLE 10. - SICK LEAVE, BEREAVEMENT LEAVE, and EMERGENCY LEAVE**

10.1 Sick Leave – Regular employees shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not to exceed forty (40) hours per week. However, if an employee’s overall accrual rate falls below the accrual rate required by Chapter Seattle Municipal Code 14.16 (Paid Sick and Safe Time Law), the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of Chapter Seattle Municipal Code 14.16. New employees entering City service shall not be entitled to use sick leave with pay during the first thirty (30) days of employment but shall accumulate sick leave credits during such thirty (30) day period. An employee is authorized to use paid sick leave for hours that the employee was scheduled to have worked for the following reasons:

- a. An absence resulting from an employee’s mental or physical illness, injury, or health condition; to accommodate the employee’s need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or b.
- ~~a.~~
- b. To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code 49.46.210 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or.
- ~~b.~~
- c. When the employee’s place of business has been closed by order of a public official for any health-related reason, or when an employee’s child’s school or place of care has been closed for such reason, or as otherwise required by chapter 14.16 and other applicable laws such as RCW 49.46.210; or.
- d. Absences that qualify for leave under the Domestic Violence Leave Act, chapter 49.76 RCW.
- e. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or.
- f. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

Sick leave used for the purposes contemplated by Article 10.1.e and 10.1.f must end before the first anniversary of the child's birth or placement.

Abuse of paid sick leave or use of paid sick leave not for an authorized purpose may result in denial of sick leave payment and/or discipline up to and including dismissal.

- 10.2- Cash payments of unused sick leave may be deferred for a period of one (1) year or less, providing the employee notifies the Department Human Resources Office of their desires at the time of retirement. Request for deferred cash payments of unused sick leave shall be made in writing.
- 10.3 Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary.
- 10.4 Regular or benefits eligible temporary employees who are reinstated or rehired within 12 months of separation in the same or another department after any separation, including dismissal for cause, resignation, or quitting, shall have unused accrued sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.
- 10.5 -In order to receive paid sick leave for reasons provided in Article 10.1.A – F, an employee shall be required to provide verification that the employee's use of paid sick leave was for an authorized purpose, consistent with Seattle Municipal Code Chapter 14.16 and other applicable laws such as RCW 49.46.210. However, an employee shall not be required to provide verification for absences of less than four consecutive days
- 10.6 Conditions Not Covered – Employees shall not be eligible for sick leave when:
1. Suspended or on leave without pay and when laid off or on other non-pay status.
  2. Off work on a holiday.
  3. An employee works during his free time for an Employer other than the City of Seattle and their illness or disability arises therefrom.
- 10.7 Prerequisites For Payment – The following applicable requirements shall be fulfilled in order to establish an employee's eligibility for sick leave benefits.
- 10.8 Prompt Notification – The employee shall promptly notify the immediate supervisor, by telephone or otherwise, on the first day off due to illness and each day thereafter unless

advised otherwise by the immediate supervisor. For those absences of more than one day, notification on their first day off with an expected date of return shall suffice. The employee shall advise the supervisor of any change in expected date of return. If an employee is on a special work schedule, particularly where a relief replacement is necessary when the employee is absent, the employee shall notify the immediate supervisor as far as possible in advance of the scheduled time to report for work.

- 10.9 Notification While on Paid Vacation ~~Or~~ Compensatory Time Off – If an employee is injured or is taken ill while on paid vacation or compensatory time off, they shall notify their department on the first day of disability that they will be using paid sick leave. However, if it is physically impossible to give the required notice on the first day, notice shall be sent as soon as possible and shall be accompanied by an acceptable showing of reasons for the delay. A doctor’s statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented regardless of the number of days involved for absences greater than four continuous days.
- 10.10 Claims to Be in 15 Minute Increments – Sick leave shall be claimed in 15 minute increments to the nearest full 15 minute increment, a fraction of less than 8 minutes being disregarded. Separate portions of absence interrupted by a return to work shall be claimed on separate application forms.
- 10.10.1 Rate of Pay for Sick Leave Used – An employee who uses paid sick leave shall be compensated at the straight-time rate of pay, as required by Seattle Municipal Code 14.16, and other applicable laws, such as RCW 49.46.210. For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for those hours missed due to sick leave. For employees who use paid sick leave hours that would have been overtime if worked, the City will apply requirements of Seattle Municipal Code 14.16 and applicable laws such as RCW 49.46.210.
- 10.11 Limitations of Claims – All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee’s sick leave accumulation as shown on the payroll for the pay period immediately preceding their illness or disability. It is the responsibility of their department to verify that sick leave accounts have not been overdrawn; and if a claim exceeds the number of hours an employee has to their credit, the department shall correct their application.
- 10.12 Sick Leave Transfer Program – Employees shall be afforded the option to transfer and/or receive sick leave in accordance with the terms and conditions of the City’s Sick Leave Transfer Program as established and set forth by City Ordinance. All benefits and/or rights existing under such program may be amended and/or terminated at any time as may be determined appropriate by the City. All terms, conditions and/or benefits of such program shall not be subject to the grievance procedure.

10.13 ~~VEBA~~ -- The Union will conduct a vote to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) to provide post-retirement medical expense benefits to members who retire from City service.

Contributions from Unused Paid Time off at Retirement

A. Eligibility-to-Retire Requirements:

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

B. The City will provide each bargaining unit with a list of its members who will meet the criteria in paragraph A above as of 12/31/2021.

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

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

Following any required VEBA contribution from a member's unused sick leave, the remaining balance will be forfeited; members may not contribute any portion of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan or receive cash.

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

1. Transfer 35% of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan, subject to the terms of the Plan and applicable law; or
- ~~2.~~ 2. Cash out their unused sick leave balance at 25% to be paid on their final paycheck.

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

Contributions from Employee Wages (for all bargaining unit members):

If the bargaining unit votes to require VEBA contributions from employee wages, then all members of the bargaining unit shall, as elected by the bargaining unit as to all of its members, make a mandatory employee contribution of one of the amounts listed into the VEBA while employed by the City:

1.           \$25 per month, or
2.           \$50 per month.

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

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

10.14 Bereavement Leave: ~~—~~ All employees covered by this Agreement are allowed forty (40) hours off without salary deduction for bereavement purposes in the event of the death of any relative. Bereavement leave may be used in full day increments or increments of one (1) hour, at the employee’s discretion. Bereavement leave must be used within one (1) year; employees may submit for exceptions to this within thirty (30) days (requests that come in after the 30 days will be considered) of the death if they know they will need longer than one (1) year to use leave for that event. This benefit is prorated for less-than-full time employees.

For purposes of this Section, “relative” is defined as any person related to the employee by blood, marriage, adoption, fostering, guardianship, in loco parentis, or domestic partnership.

Bereavement Leave: Regular employees covered by this Agreement shall be allowed ~~five (5) days off without salary deduction for bereavement purposes in the event of the death of any close relative. In like circumstances and upon like application the appointing authority or designee may authorize bereavement leave in the event of the death of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse or domestic partner, child, mother, stepmother, father, stepfather, brother, sister, grandchild, grandfather or grandmother of the employee or spouse or domestic partner, or an employee's legal guardian, ward or any person over whom the employee has legal custody, and the term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, nephew, or the spouse or domestic partner of the brother, sister, child or grandchild of the employee or spouse or domestic partner; or the uncle, aunt, cousin, niece, nephew, spouse or domestic partner of the brother or sister of the spouse or domestic partner of such employee.~~

- 10.15 Emergency Leave ~~:-~~ One (1) day leave per Agreement year without loss of pay may be taken with the approval of the employee's supervisor and/or appointing authority when it is necessary that the employee be off work in the event of a serious illness or accident of a member of the immediate family or when it is necessary that the employee be off work in the event of an unforeseen occurrence with respect to the employee's household (e.g., fire or flood or ongoing loss of power) that necessitates immediate action on the part of the employee. The emergency leave benefit must also be available to the employee in the event of inclement weather or natural disaster within the City limits or within the city or county in which the employee resides that makes it impossible or unsafe for the member to physically commute to their normal work site at the start of their normal shift.
- A. The "*household*" is defined as the physical aspects of the employee's residence, including pets, or vehicle. The immediate family is limited to the spouse or domestic partner, children, parents or grandparents of the employee.
  - B. The "*day*" of emergency leave may be used for separate incidents, in one (1) hour increments. The total hours compensated under this provision, however, shall not exceed eight (8) in a contract year.
- 10.16 Sabbatical Leave ~~-~~ – Regular employees covered by this agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code, chapter 4.33.
- 10.17 Military Deployment ~~-~~ – Regular employees covered by this agreement shall be eligible for the wage supplement, and medical, dental, and vision services coverage, and optional insurance coverage for eligible dependents when mobilized by the United States Armed Forces, as provided by Seattle Municipal Code 4.20.180.
- 10.18 Paid Parental Leave ~~==~~ – Employees who meet the eligibility requirements of the Seattle Municipal Code Chapter 4.27, "Paid Parental Leave," may take leave for bonding with their new child.

**ARTICLE 11. – MEDICAL CARE, DENTAL CARE, VISION CARE**

- 11.1 Through the term of this agreement the Employer shall maintain the current Medical, Dental and Vision plans and benefits as identified for “Most City Employees”.
- 11.1.1 The medical, dental and vision plans offered by the City do not have to remain exactly the same as the programs in effect upon the effective date of this Agreement, but the medical/dental benefits shall remain substantially the same. The City may, at its discretion, change the insurance carrier for any of the medical, dental or vision benefits covered above and provide an alternative plan through another carrier. Any contemplated modifications(s) to the medical or dental benefits afforded under the existing health care program(s) or a change in carrier(s) shall first be discussed with the Union party to this Agreement.
- 11.2 Through the term of this agreement the Employer shall annually contribute one hundred percent (100%) of the first seven percent (7%) increase in the total medical premium and eighty-five percent (85%) of any increase in addition to the seven percent (7%) necessary to maintain the current medical plans and benefits. Employees shall annually contribute fifteen percent (15%) of any increase in addition to the Employers first seven percent (7%) increased contribution necessary to maintain the current medical plans and benefits. Through the term of this agreement the Employer shall continue to pay one hundred percent (100%) of the Dental and Vision premiums necessary to maintain the current Dental and Vision plans and benefits.
- 11.3 Annually the Employer shall provide bargaining unit employees an open enrollment period to select and/or change plan selection and enrollment consistent with all other City employees. The enrollment notification and time period shall be consistent with all other City employees.
- 11.4 Life Insurance- – The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as follows:
- 11.4.1 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City’s share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees’ participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employees’ share of the monthly premiums or for life insurance purposes otherwise negotiated.

- 11.4.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies which are earmarked pursuant to Sections 10.5 or 10.5.1 to be applied to the benefit of employees participating in the Group Term Life Insurance Plan, the City shall notify the Union of that fact.
- 11.4.3 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.
- 11.5 Long Term Disability – The City shall provide a Long Term Disability (LTD) Insurance program for all eligible employees for occupation and non-occupational accidents or illnesses. The City shall pay the full monthly premium cost of a base plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the employee’s first six hundred sixty seven dollar (\$667) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90) day elimination period, which insures sixty percent (60%) of the remainder of the employee’s base monthly wage (up to a maximum eight thousand three hundred thirty-three dollars [\$8,333] per month). Benefits may be reduced by the employee’s income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.
- 11.5.1 During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any long-term disability benefits covered by Section 10.6 and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.
- 11.5.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2023+9 for the base plan; provided further, such cost shall not exceed the maximum limitation on the City’s premium obligation per calendar year as set forth within Section 10.6.
- 11.6 Long-Term Care – The City may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.
- 11.7 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.

**ARTICLE 12. -ANNUAL VACATIONS**

- 12.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 11.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period.
- 12.2 Regular pay status is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time and sick leave. At the discretion of the City, up to one hundred and sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation. Time lost by reasons of disability for which an employee is compensated by Industrial Insurance or Charter Disability provisions shall not be considered absence. An employee who returns after layoff shall be given credit for such prior service.
- 12.3 [Effective sixty \(60\) calendar days after full ratification of this replacement contract, the above table shall be superseded and replaced with the following vacation accrual rate table:](#)

<u>Accrual Years/Hours</u>	<u>Vacation Days</u>	<u>Hours per Year</u>	<u>Maximum Hours</u>
<u>Year 0-3 / 0-6,240</u>	<u>12</u>	<u>96</u>	<u>192</u>
<u>Year 4-7 / 6,241-14,560</u>	<u>16</u>	<u>128</u>	<u>256</u>
<u>Year 8-13 / 14,561-27,040</u>	<u>20</u>	<u>160</u>	<u>320</u>
<u>Year 14-18 / 27,041-37,440</u>	<u>23</u>	<u>184</u>	<u>368</u>
<u>Year 19 / 37,440 -39,520</u>	<u>24</u>	<u>192</u>	<u>384</u>
<u>Year 20 / 39,521-41,600</u>	<u>25</u>	<u>200</u>	<u>400</u>
<u>Year 21 / 41,601 - 43,680</u>	<u>26</u>	<u>208</u>	<u>416</u>
<u>Year 22 / 43,681 - 45,760</u>	<u>27</u>	<u>216</u>	<u>432</u>
<u>Year 23 / 45,761 - 47,840</u>	<u>28</u>	<u>224</u>	<u>448</u>
<u>Year 24 / 47,841 - 49,920</u>	<u>29</u>	<u>232</u>	<u>464</u>
<u>Year 25+ - 49,921+</u>	<u>30</u>	<u>240</u>	<u>480</u>

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

<u>COLUMN NO. 1</u>	<u>COLUMN NO. 2</u>	<u>COLUMN NO. 3</u>
<u>ACCRUAL RATE</u>	<u>EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE</u>	<u>MAXIMUM VACATION BALANCE</u>
<u>Hours on</u>	<u>Vacation</u>	

<u>Regular Pay Status</u>	<u>Earned Per Hour</u>	<u>Years of Service</u>	<u>Working Days Per Year</u>	<u>Working Hours Per Year</u>	<u>Maximum Hours</u>
0 through 08320	0460	0 through 4	12	(96)	192
08321 through 18720	0577	5 through 9	15	(120)	240
18721 through 29120	0615	10 through 14	16	(128)	256
29121 through 39520	0692	15 through 19	18	(144)	288
39521 through 41600	0769	20	20	(160)	320
41601 through 43680	0807	21	21	(168)	336
43681 through 45760	0846	22	22	(176)	352
45761 through 47840	0885	23	23	(184)	368
47841 through 49920	0923	24	24	(192)	384
49921 through 52000	0961	25	25	(200)	400
52001 through 54080	1000	26	26	(208)	416
54081 through 56160	1038	27	27	(216)	432
56161 through 58240	1076	28	28	(224)	448
58241 through 60320	1115	29	29	(232)	464
60321 and over	1153	30	30	(240)	480

- 12.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which they became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.
- 12.5 Employees may, with Department approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status. Effective December 25, 2019, the requirement that the employee must complete one thousand forty (1,040) hours on regular pay status prior to using vacation time shall end.
- 12.6 In the event that the City cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee shall continue to accrue vacation for a period of up to three (3) months if exception is approved by both the Department Head and the Seattle Human Resources Director in order to allow rescheduling of the employee's vacation. In such cases the Department Head shall provide the Seattle Human Resources Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period shall be allowed.
- 12.7 "Service year" is defined as the period of time between an employee's date of hire and the one-year anniversary date of the employee's date of hire or the period of time between any two (2) consecutive anniversaries of the employee's date of hire thereafter.
- 12.8 The minimum vacation allowance to be taken by an employee shall be one-half (1/2) of a day, or with Department approval a lesser amount may be taken.
- 12.9 An employee who separates from the City service for any reason after more than six (6)

months' service, shall be paid in a lump-sum for any unused vacation they have accrued.

- 12.10 Upon the death of an employee in active service, pay shall be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.
- 12.11 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider. Employees who are called to active military service or who respond to requests for assistance from the Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in conjunction with a leave of absence.
- 12.12 The Department Head shall arrange vacation time for employees on such schedules as will least interfere with the functions of the department but which accommodate the desires of the employees to the greatest degree feasible.

**ARTICLE 13. – HOLIDAYS**

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

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
<del>Juneteenth</del>	
<del>Juneteenth</del>	<u>June 19</u>
Independence Day	July 4
Labor Day	First Monday in September
<del>Indigenous Peoples' Day</del>	
<del>Indigenous Peoples' Day</del>	<u>Second Monday in October</u>
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	First Friday after Thanksgiving Day
Christmas	December 25
Two Personal Holidays	(0 – 9 Years of Service)
Four Personal Holidays	(After Completion of 18,720 Regular Hours)

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

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

13.3.1 Employees who have either:

1. Completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (Article 12.2) or
2. are accruing vacation at a rate of .0615 or greater (Article 12.3)

on or before December 31<sup>st</sup> of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays (per Article 13.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

- 13.4 Individuals employed before June 1 of a calendar year shall be entitled to two (2) personal holidays for use in that calendar year. Individuals employed after June 1 shall be entitled to one personal holiday for use in that calendar year. After their initial calendar year of employment, employees shall be eligible for two personal holidays each calendar year. Personal holidays may not be carried over for use in subsequent year.
- 13.5 Employees will be required to obtain supervisory approval forty-eight (48) hours in advance for use of personal holidays. Supervisors may waive the required notice based on minimum disturbance to operations. Once scheduled, this holiday will not be changed except when the employees and supervisor mutually agree to a change. If employees are required to work on their scheduled personal holiday, they will be paid in accordance with Section 12.6.
- 13.6 An employee who has been given at least forty-eight (48) hours advance notification and who is required to work on a holiday shall be paid for the holiday at their regular straight-time hourly rate of pay and, in addition, the employee shall receive one and one-half (1½) times their regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive one and one-half (1½) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.
- 13.7 In the event an employee is required to work without having been given at least a forty-eight (48) hours advance notification on a holiday the employee normally would have off with pay, said employee shall be paid for the holiday at their regular straight-time hourly rate of pay and, in addition, the employee shall receive two (2) times their regular straight-time hourly rate of pay for those hours worked on the holiday; or by mutual agreement between the affected employee and the City, the employee may receive two (2) times those hours worked in the form of compensatory time off to be taken at another mutually agreed-upon date.

**ARTICLE 14. – RETIREMENT**

- 14.1 Pursuant to Ordinance 78444 as amended, all employees shall be covered by the Seattle City Employees Retirement System.
- 14.1.1 Effective January 1, 2017, consistent with Ordinance 78444, as amended, the City shall implement a new defined benefit retirement plan (SCERS II) for new employees hired on or after January 1, 2017.

**ARTICLE 15. -HOURS OF WORK AND OVERTIME**

- 15.1 Hours of Work ~~–~~ Eight (8) hours within nine (9) consecutive hours shall constitute of a normal workday. There shall be no split work shifts. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days’ off, except for relief shift assignments, four (4) day/ten- (10) hour work schedules and other special schedules.
- 15.1.1 A “work week” for purposes of determining whether an employee exceeds forty (40) hours in a work week shall be a seven (7) consecutive day period of time beginning on Wednesday and ending on Tuesday except when expressly designated to begin and end on different days and times from the normal Wednesday through Tuesday work week.
- 15.2 Meal Period – Employees shall receive a meal period which shall be no less than one-half (1/2) hour nor more than one (1) hour in duration and shall be without compensation. For scheduled meal periods, employees shall be permitted to travel to a location near the worksite that has clean toilet facilities and a place to eat.
- 15.3 Rest Breaks – Employees covered by this Agreement shall be provided a fifteen (15) minute period during each half of their workday. Employees shall be compensated at their prevailing wage for time spent while on rest breaks.
- 15.4 Overtime – All time worked in excess of eight (8) hours in any one (1) shift or over forty (40) hours in any work week shall be considered as overtime and shall be paid for at the overtime rate of two (2) times the straight-time hourly rate of pay. All overtime work must be authorized in advance by the supervisor or crew chief. [Regular CMEO and Sr. CMEO classifications shall be offered weekend overtime opportunities prior to offering such overtime to Out of Class CMEOs. This does not apply to shift continuation.](#)
- 15.5 Overtime shall be paid at the applicable overtime rate or by mutual agreement between the employee and their supervisor in compensatory time at the applicable overtime rate.
- a. A written record of compensatory time earned and used shall be maintained by the employee’s department.
- b. [Compensatory time may be accumulated up to a maximum of one hundred and twenty \(120\) hours. Employees with more than 120 hours of compensatory time shall attempt to spend down the excess hours with management approval. Employees may be cashed out for all hours over 120 as of December 31, 2024.](#)
- ~~b. Accumulation and use of compensatory time shall be in accordance with the employee’s departmental policy. Compensatory time may be accumulated up to a maximum of eighty (80) hours (40 hours at the applicable OT rate)~~

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

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

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

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

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

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

15.8 Standby Duty – Whenever an employee is placed on Standby Duty, the employee shall call within fifteen (15) minutes after being contacted and, when necessary, report as directed. Employees who are placed on Standby Duty by the City shall be paid at a rate of ten percent (10%) of the employee’s straight-time hourly rate of pay. An employee

may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.

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

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

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

<u>Swing Shift</u>	<u>Graveyard Shift</u>
\$ <del>1.250.80</del> per hour	\$ <del>1.7520</del> per hour

~~15.10.1 — Effective December 25, 2019, an employee who is scheduled to work not less than four (4) hours of their regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premium pay for all scheduled hours worked during such shift.~~

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

1. The above shift premium shall apply to time worked as opposed to time off with pay, and therefore, shall not apply to vacation, holiday pay, funeral leave or other paid leave benefits, with the exception of sick leave.
2. Overtime shall be computed from the employee's base pay and shall not include the shift premium pay.
3. The swing shift period shall encompass the hours from 4:00 p.m. to 11:59 p.m. The graveyard shift period shall encompass the hours from 12:00 a.m. (midnight) to 8:00 a.m.

15.11 Meal Reimbursement – When an employee is specifically directed by the City to work two (2) hours or longer at the end of their normal work shift of at least eight (8) hours or work two (2) hours or longer at the end of their shift of at least eight (8) hours when the employee is called in to work on their regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee purchases a meal away from his place of residence as a result of such additional hours of work, the employee shall be reimbursed for such meal in accordance with Seattle Municipal code (SMC) 4.20.325. In order to receive reimbursement, the employee must furnish the City with a dated original itemized receipt from the establishment indicating the time of the meal no later than forty-eight (48) hours from the beginning of their next regular shift; otherwise, the employee shall be paid ~~thirtytwo~~ dollars (~~\$320~~) in lieu of reimbursement for the meal.

- A. To receive reimbursement for a meal under this provision, the following rules shall be adhered to:
1. Said meal must be eaten within two (2) hours after completion of the overtime work. Meals shall not be saved, consumed and claimed at some later date.

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

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

C. When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to their normal eight (8) hour work shift, said employee shall be eligible for meal reimbursement pursuant to Sections 14.11A and 14.11B; provided however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a minimum of ~~thirty~~ ~~twenty~~ (\$~~320~~) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

15.12 When management deems necessary, work schedules may be established other than Monday through Friday; provided however, that where workweeks other than the basic departmental workweek schedules in force on the effective date of his Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union and such changes shall be discussed with the Union in accordance with subsection A below:

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A. ~~Definitions:~~ – For the purpose of this section the following definitions shall apply:

- a. Work Schedule – This is an employee’s assigned workdays, and days off.
- b. Workday – This is an employee’s assigned day(s) of work.
- c. Work Shift – This is an employee’s assigned hours of work in a workday.
- d. Days Off – This is an employee’s assigned non-workdays.

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

2. ~~Short Notice Work Schedule Change:~~ – At least forty-eight (48) hours advance notification shall be afforded affected employees when work schedule changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

3. ~~Short Notice Work Shift Change:~~ – At least forty-eight (48) hours advance notification shall be afforded affected employees when work shift changes lasting less than thirty (30) calendar days are required by the City. In instances where forty-eight (48) hours advance notification is not provided to an

employee, said employee shall be compensated at the overtime rate of pay for the first work shift worked under the new schedule.

15.13 Implementation of a four (4) day/ten (10) hour work schedule, forty (40) hour work week, or other alternative work schedule, such as a 9/80 work schedule, shall be subject to consultation and agreement with the Union. In administering the four (4) day/ten (10) hour work schedule, forty (40) hour work week, overtime shall be paid for any hours worked in excess of ten (10) hours per day or forty (40) hours per week. It will be clearly established whether an alternative work schedule is applicable for a temporary employee.

A. For employees who work a four (4) day/ten (10) hour schedule, forty (40) hour work week, or other alternative work schedule, the following shall apply:

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

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

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

~~C.~~

1. Employees may revert back to a 5-day/8-hour work schedule, forty (40) hour work week, in which the holidays falls, if available.
2. Employees may use vacation or compensatory time to supplement the 8-hour holiday pay to achieve full pay for the work week without making other scheduling adjustments, or at the employees' discretion, to be unpaid.
3. By mutual agreement, pre-arranged between the employee and their supervisor, employees may work beyond their normally scheduled workday hours to make up holiday hours. These holiday make-up hours will not be counted as overtime and must be worked during the work week in which the holiday falls. In the event that a request for a modified holiday work week schedule cannot be accommodated, such denial shall not be arbitrary or capricious.

15.14 Encampment Pay for Encampment Removal Activities:— When employees in CMEO and CMEO, Sr. classifications perform the same body of work during the cleanup of an illegal encampment, the following shall apply:

- A. Employees who have completed the required training shall be eligible to receive a premium of ten percent (10%) of their regular hourly wage in addition to their respective regular hourly wage rate for all hours assigned to sort and/or remove materials associated with illegal encampments. No pyramiding or stacking of premiums shall be allowed. This premium shall not apply to Clean City Initiative activities.
- B. The assignment of sorting and/or removing of materials associated with illegal encampments are additional duties that shall be assigned at the sole discretion of the appointing authority. As an additional duty, this work includes the physical removal of encampment materials at the encampment site, such as sorting, bagging, cleaning, and removal of personal belongings. Such assignment does not include typical CMEO duties, such as operating equipment to load/remove materials not directly associated the removal of illegal encampment into/onto City equipment, or operating mechanical and/or hydraulic or other CMEO equipment during the cleanup of an illegal encampment. This premium may be included for operating equipment if and only if hazards have been identified, such as buried propane tanks.
- C. This provision shall be in effect when the City, in its sole discretion, posts an area with a “72-hour Notice and Order to Remove Personal Property”, for the purpose of removing materials associated with an illegal encampment and subsequently cleans/clears the area. This shall not include postings providing notice that a removal has already occurred.

**ARTICLE 16. – UNEMPLOYMENT COMPENSATION**

- 16.1 Employees covered by this Agreement are included under the City’s self-insured Unemployment Insurance Program. The unemployment compensation will meet the following criteria:
- 16.1.1 Provide coverage for full-time regular employees who have completed one continuous year of service with the City immediately preceding layoff; provided, however, an employee who is on authorized leave of absence during the year immediately prior to layoff shall be deemed in continuous employment immediately preceding such layoff for purposes of eligibility for unemployment compensation benefits as provided herein, but such leave time when taken without pay shall not be included in the computation of the one-year requirement.
- 16.1.2 Coverage will only apply to those employees who are laid off.
- 16.1.3 Employees who are receiving compensation under this program must provide evidence of actively seeking employment.
- 16.1.4 The weekly benefit will be the same as that of the State of Washington Unemployment Compensation Program, but shall be good for twenty-six (26) weeks only (no extended benefits).
- 16.2 Under no circumstances shall an employee be entitled to the City of Seattle unemployment compensation benefit while drawing a similar benefit from another source.

**ARTICLE 17. - UNION REPRESENTATIVES**

- 17.1 The authorized representatives of the Union signatory to this Agreement shall be allowed admission to any job at any reasonable time for the purpose of investigating conditions existing on the job. Such authorized labor representatives shall confine their activities during such investigations to matters relating to this Agreement, and will first make their presence known to the management.
- 17.2 The Business Manager and/or Representative shall have the right to appoint a Steward at any shop or on any job where employees are employed under the terms of this Agreement. The Steward shall see that the provisions of this Agreement are observed, and he shall be allowed reasonable time to perform these duties during regular working hours. The City shall be furnished with the names of Stewards so appointed. Under no circumstances shall the City dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to alleged violation of any provision of the Agreement.

**ARTICLE 18. SAFETY AND WORKERS COMPENSATION**

- 18.1 All work shall be done in a competent and safe manner, and in accordance with the State of Washington Safety Codes. Where higher standards are specified by the City as more appropriate than those called for as a minimum by State Construction Code, the City standards shall prevail.
- 18.2 The Department and Union recognize safe working conditions to be essential to the parties signatory to this Agreement. As such no employee shall be required to operate unsafe equipment or work with unsafe material where adequate safeguards are not provided. An employee shall not be disciplined or suffer any loss of wages if any of the conditions described herein actually prevail.
- 18.3 The employee has the duty and privilege of immediately reporting hazardous conditions to the employee's crew chief or supervisor. If the supervisor or crew chief determines that the equipment or material is safe because the safeguards are adequate and the employee still has a concern, then the departmental Safety Officer shall be called upon to make a final determination. The City recognizes that the individual employee also has the right, in compliance with appropriate State and/or Federal laws, to report the hazardous condition directly to the State of Washington, Department of Labor and Industries, Division of Safety.
- 18.4 All employees covered by this Agreement shall be provided first aid training in compliance with the State Construction Code.
- 18.5 Any employee who is disabled in the discharge of their duties and if such disablement results in absence from their regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred sixty-one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts. [If an employee is moved to the State Industrial Insurance after 261 days, the department shall notify the union.](#)
- 18.6 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation or other paid leave may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation or other paid leave is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days,

then (1) any accrued sick leave or vacation leave utilized due to absence from their regular duties as provided for in this section shall be reinstated and the employee shall be paid in accordance with Section 17.5 which provides payment at the eighty percent (80%) rate, or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 17.5.

- 18.7 Such compensation shall be authorized by the Seattle Department of Human Resources Director or their designee with the advice of such employee's department head on request from the employee supported by satisfactory evidence of medical treatment of the illness or injury giving rise to such employee's claim for compensation under Seattle Municipal Code 4.44, as now or hereinafter amended.
- 18.8 Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting unless other medical treatment conflicts with the meeting and the employee, if medically possible, provides twenty-four (24) hours' notice of such meeting or examination.
- 18.8.1 The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) calendar days after notification to the employee.
- 18.9 Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 17.6. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 17.6.
- 18.10 Any employee eligible for the benefits provided by SMC 4.44 whose disability prevents an employee from performing their regular duties but in the judgment of their physician could perform duties of a less strenuous nature, shall be employed at their normal rate of pay in such other suitable duties as the department head shall direct, with the approval of such employee's physician until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.
- 18.11 Sick leave shall not be used for any disability herein described except as allowed in Section 18.6.
- 18.12 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

- | 18.13 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.
  
- | 18.14 Safety Committee: – Local 77 shall be notified in advance and included in any processes that are used by City Departments to determine employee membership on all departmental, divisional, and sectional Safety Committees. Union notification and engagement protocols will be facilitated through departmental labor management committees.

**ARTICLE 19. -WORK OUT-OF-CLASS**

- 19.1 When duties of an employee assigned to an out of class position are clearly outside the scope of an employee's regular classification for a period of four (4) consecutive hours, The employee shall be paid at the out-of-class rate while performing such duties and accepting such responsibility. Proper authority for making the out-of-class assignment shall be a supervisor and/or Crew Chief. Employees must meet the minimum qualifications of the out-of-class position, and must have demonstrated or be able to demonstrate their ability to perform the duties of the class.
- 19.1.1 Sick leave taken in lieu of working a scheduled out-of-class assignment must be paid at the same rate as the out-of-class assignment. Such paid sick leave shall count towards salary step placement for the out-of-class assignment, or in the event of a regular appointment to the out-of-class title within twelve (12) months of the out-of-class title.
- 19.2 The City and the Union agree that the use of out-of-class assignments shall not be used to supplant the hiring of employees to job titles covered by this Agreement.
- 19.3 The City may work employees out-of-class for thirty (30) consecutive calendar days across bargaining unit jurisdictions for a period not to exceed thirty (30) consecutive calendar days.
- 19.4 The City may exceed the thirty (30) consecutive calendar day period for extended industrial or off-the-job injury, qualified disability of an employee or Family and Medical Leave qualifying condition.
- a. The parties recognize that the City must comply with State and Federal law regarding return rights of employees who leave City service to serve in the Armed Forces of the United States. As such the parties agree that the City may exceed the thirty (30) consecutive calendar day period due to military leave of absence.
  - b. The parties agree that the City may exceed the thirty (30) consecutive calendar day period in order to provide the time required for the City to conduct a hiring process. [When such circumstances require that a continuous out-of-class assignment be extended beyond 30 days, the City shall notify the Union in writing for concurrence.](#)
  - c. The Union shall be informed in writing within five (5) business days of out-of-class assignments under this provision of the collective bargaining agreement setting forth employee name, their job classification, full time employee position number and reason for out of class.
  - d. Any extension of an out-of-class assignment beyond nine (9) months requires written mutual agreement of the Union and the City.

Summary Att 1 - Bill Draft L77 CMEO Agreement  
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I.B.E.W., L77, Construction Maintenance Equipment Operator Unit CBA  
Effective January 1, 2023~~19~~ through December 31, 2024~~22~~

- 19.5 An employee may be temporarily assigned to perform the duties of a lower classification without a reduction in pay. When employees voluntarily apply for and voluntarily accept a position in a lower-level classification, they shall receive the salary rate for the lower class, which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class. Out-of-class provisions related to threshold for payment, salary step placement, service credit for step placement and payment for absences do not apply in these circumstances.
- 19.6 An employee who is temporarily unable to perform the regular duties of their classification due to an off-the-job injury or illness may opt to perform work within a lower-paying classification dependent upon the availability of such work within a lower-paying classification dependent upon the availability of such work and subject to the approval of the City. The involved employee shall receive the salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class.
- 19.7 The City shall make a reasonable effort to accommodate employees who have an off-the-job injury or illness with light-duty work if such work is available.
- 19.8 In cases of emergencies, employees may be required to perform work outside of their classification. In such a case the employee affected shall, whenever practicable, be under the direct supervision of a crew chief or other employee regularly performing this work.
- 19.9 For purposes of definition in this Agreement, "emergency" shall mean work necessitated by emergency caused by fire, flood, or danger to life, limb or property.

**ARTICLE 20. -MISCELLANEOUS**

20.1 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, or (2) the occurrence of peak loads above the work force capability.

Determination as to (1) or (2) above shall be made by the department head involved prior to approval by the department head involved to contract out work under this provision, the Union shall be notified. The City shall provide consistent and uniform contracting out notice from each City department to the Union. The department head involved shall make available to IBEW Local 77 upon request (1) a description of the services to be so performed, and (2) the detailed factual basis supporting the reasons for such action.

The Union may grieve contracting out for work as described in Section 20.1 of this Article, if such contract involves work normally performed by employees covered by Agreement.

~~20.1 The Union may grieve contracting out of work, if such contract involves work normally performed by the employees covered by this Agreement, and provided that such contract is the cause of the layoff of employees covered by this Agreement.~~

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

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

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

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

- 20.6 **Bulletin Boards** — The City shall provide bulletin board space for the use of the union in areas accessible to the members of the bargaining unit. However, that said, space shall not be used for notices that are political in nature. All material posted shall be the responsibility of the shop steward and shall be officially identified as International Brotherhood of Electrical Workers. A copy of all material to be posted will be provided to the appropriate departmental Labor Relations Officer, Human Resources Manager, or designated representative prior to posting.
- 20.7 **Mileage** — All employees who are required to use their own transportation on Department business shall be reimbursed at a rate to reflect the United States Internal Revenue Service cents per mile rate as announced in that year or immediately prior thereto, for purposes of United States Income Tax deductions for use of a privately owned automobile for business purposes.
- 20.7.1 The cents per mile mileage reimbursement rate set forth shall be adjusted up or down to reflect the current IRS rate.
- 20.8 **Job Changes** — The schedule for the days to work and the days off go with the job and not the employee, and an employee exercising the option for the change from one job to another assumes the days of work and days off of the new job, and anything pertaining to their schedule for the old job ceases at the beginning of the new job.
- 20.9 **Meetings** — Employees shall not be required to attend meetings called by the City except during working hours.
- 20.10 **Transfers** — Requests for transfers within classification from one crew assignment to another crew assignment need not be considered by the City when the applicant does not possess the knowledge, skill, adaptability and physical ability required for the job to which transfer is requested.

a. -For internal transfers, the most Senior Qualified CME0 or CME0, Sr. shall be provided the transfer.

For internal City of Seattle applicants (not a transfer), the hiring department shall conduct an interview process if there are at least two qualified applicants. If there is an internal posting that receives less than two qualified applicants, the department may proceed to external posting prior to completing the interview process.

All vacant positions in the bargaining unit, which are to be filled by regular appointment, will be advertised at least once in an internal City posting (except as noted below). The posting period for each position will be open for at least fourteen (14) calendar days (at least 7 days internal to department; at least 7 days internal to City).

Exceptions to the requirement are:

- o Fill from a Reinstatement Recall List

- Fill from a Reversion Recall List
- Employment of a Project Hire candidate (someone laid off from another title, but qualified to do the work if acceptable to the department appointing authority).

~~\_\_\_\_\_~~ b. Seniority for purposes of this Article shall be based on total employment from the most recent date of employment with the Department in one's current classification listed in Schedule "A". In the event two (2) or more employees have the same classification seniority, then Department seniority shall govern if they are still tied then City seniority in that classification shall govern, if still tied overall City seniority shall govern and if still tied the tie will be broken by a coin toss conducted by IBEW Local 77. Department seniority shall be based on the total continuous employment with the Department under regular appointment.

There will be no seniority credit granted for time worked at a higher level when working out-of-class assignments, but seniority shall continue to accrue in the employee's regular job classification.

For the purpose of determining either classification or Department seniority, leave of absence without pay not to exceed sixty (60) days per calendar year shall not be deducted. Transfer of an employee from one headquarters or organizational unit to another headquarters or organizational unit shall not constitute a promotion.

Active Duty Military Leave shall be considered in the service credit and seniority list calculation consistent with Personnel Rule 7.9.3B(5)(d).

Department Seniority Classification List shall be provided to the Union each year no later than April 1<sup>st</sup>. Any issues related to the lists shall be handled in the Labor Management Forum and not subject to the grievance process.

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

~~\_\_\_\_\_~~ ~~20.11.1~~ ~~B. Boots~~ – The Department shall pay three hundred dollars (\$300)~~the amounts in 1 through 4 below~~ per year per employee during the term of this agreement as a lump sum payment via payroll for the cost for purchasing protective footwear. This payment will only be made in the pay period that covers April 1<sup>st</sup>. Any questions as to the application of this article shall be resolved by the joint Labor/Management Committee.

- ~~1. Effective January 1, 2018, one hundred thirty five dollars (\$135)~~
- ~~1. Effective January 1, 2020, the boot/footwear reimbursement shall be \$175.00~~
- ~~1. Effective January 1, 2021 boot/footwear reimbursement shall be \$200.00.~~
- ~~1. Effective January 1, 2022 boot/footwear reimbursement shall be \$200.00~~

- If the department begins providing boots as part of the employee's personal protective equipment the boot allowance shall cease.
- 20.12 If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involves the driving of vehicles requiring the driver to have a State Commercial Driver's License (CDL), fees charged by the State for acquiring the license shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal.
- 20.13 The City shall make a reasonable effort to make City trucks or equipment available for skill tests.
- 20.13.1 In addition, the Department shall pay for the cost of employees attending a driving school to attain their CDL. Driving school fees shall be paid by the Department directly to the driving school. Employees shall be reimbursed for one successful written and one successful skills test. ~~employees shall be reimbursed on a one-time-only basis for fees charged for Department approved classes offered for employees to assist them in passing this exam.~~
- 20.14 Commercial Driver's License -- If the job responsibilities of the classification of work to which an employee is regularly appointed or is assigned on an out-of-class basis involve the driving of vehicles requiring the driver to have a state Commercial Driver's License (CDL), fees charged by the state for acquiring the license and all required endorsements shall be reimbursed by the City upon the employee having successfully attained the CDL or CDL renewal. The physical exam required to obtain or renew the license may be done on City time. The City will pay as a maximum amount, the rates charged by City identified clinics for the physical exam. Employees shall be notified of clinics offering the exam at this reimbursement rate. If an employee is covered by a City medical plan that includes coverage for physical exams, the employee shall have the exam form completed through the plan's providers (Kaiser or Aetna) or shall seek reimbursement through the medical plan. All CDL physicals co-pay will be reimbursed by the City.
- 20.15 Employees required to have a Hazardous Material endorsement (HME) are required per Federal regulations to submit to a background records check and fingerprinting. Employees may make application for such HME on City time and shall be reimbursed for fees associated with the background records check and fingerprinting if such endorsement is required by the job.
- 20.16 Nothing contained herein shall guarantee that written exams, skill test, or training classes established for the purposes described herein shall be conducted during regular work hours or through adjusted work schedules, nor shall such written exams, skill tests, or training classes be paid for on an overtime basis.

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

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

20.18 Public Transportation & Parking – The City shall take such actions as may be necessary so that employee costs directly associated with their City employment for public transportation and/or parking in a City owned facility paid through payroll deduction will be structured in a manner whereby said costs are tax exempt, consistent with applicable IRS rules and regulations. Said actions shall be completed for implementation of this provision no later than January 1, 2003.

20.19 When an employee is transferred to any position in which they have had no previous experience, the employee shall be given a reasonable break-in period with an experienced employee in that position.

20.20 Hazwoper –Training –: Employees that obtain Hazwoper (OSHA, CFR 29.1910) certification shall be paid an additional five dollars (\$5.00) per hour while assigned to work that requires such certification. The City will pay for the initial training and any required continuing education to maintain the certification. The City reserves the right to limit the number of employees that obtain Hazwoper certification for City purposes.

20.21 Training is identified and scheduled by management and operational necessity. Training is considered work time and is compensated accordingly.

20.22~~0~~ Seniority – The following seniority rules shall apply to all employees covered by this agreement:

a. All layoffs shall be conducted in accordance with the Seattle Municipal Code and the City Personnel Rules, but subject to Appendix D of this Agreement.

~~a-~~

b. For purposes of seniority other than layoffs, all seniority shall be determined by date of hire within the applicable classification and division. Time in classification outside of the affected department shall not be included.

~~b-~~

c. Transfers between divisions of a department shall be determined using the seniority as defined herein by first requesting volunteers from the appropriate job classification(s). If there are no volunteers, management shall utilize reverse seniority and requisite skills needed to operate the equipment for which the transfer assignment is made.

~~c-~~

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

20.23~~2~~<sup>1</sup> The operator classification of equipment used in the Seattle Departments of Parks and Recreation, Public Utilities, and Transportation is set forth in A and B below. The operation of “A” classified equipment shall be compensated at the CMEO Sr. rate, and the operation of “B” classified equipment shall be compensated at the CMEO rate. Operator classification shall be the determining factor for purposes of compensation provided, that in the event a CMEO classified employee operates CMEO Sr. classified equipment, such employee shall be compensated at the CMEO Sr. rate consistent with Article 19 – Work Out-of-Class.

A. CMEQ Senior

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

B. CMEQ

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

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

20.23.2 Annual Seniority Lists will be provided by Department to the union for CMEQ and CMEQ, Sr. classifications.

20.242 For the duration of this agreement, the City and the Union agree to re-open the collective bargaining agreement for the following mandatory subjects of bargaining:

~~—Continuation of the 2020 increased Transit Subsidy Changes associated with revisions made to the Affordable Care Act (ACA).~~

~~a.~~

~~a. Changes arising from or related to the Washington Paid Family and Medical Leave Program (Title 50A RCW) including, but not limited to, changes to the City's current paid leave benefit which may arise as a result of final rulemaking from the State of Washington, which may include changes to the draw down requirements associated with the City's Paid Family and Parental Leave programs.~~

20.253 Temporary employees covered by this agreement are eligible to apply for all positions advertised internally.

20.264 Effective January 1, 2020, the City shall increase the Commute Trip Reduction ("CTR") parking benefit cost to the employee from \$7.00 to \$10.00.

**ARTICLE 21. - CLASSIFICATIONS AND RATES OF PAY**

21.1 The classifications of employees covered under this Agreement and the corresponding rates of pay are set forth within Appendix A which are attached hereto and made a part of this Agreement. The rates in Appendix A are illustrative of the increases provided in Articles 21.1.1 through 21.1.34 and any discrepancies shall be governed by those Articles.

21.1.1 All Bargaining Unit Members shall receive a 5% market rate adjustment retroactive to the start of the contract.

21.1.24 Effective January 4, 2023, employees' base wages will be increased by five percent (5%).

21.1.3 Effective January 3, 2024, employees base wages will be increased by four and one half percent (4.5%).

~~Effective December 26, 2018, wages will be increased by 0.5% plus 100% of the annual average growth rate of the bi-monthly Seattle Tacoma Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2016 through June 2017 to the period June 2017 through June 2018, minimum 1.5%, maximum 4%.~~

~~21.1.2— Effective December 25, 2019, wages will be increased by 1% plus 100% of the annual average growth rate of the bi-monthly Seattle Tacoma Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2017 through June 2018 to the period June 2018 through June 2019, minimum 1.5%, maximum 4%.~~

~~21.1.3— Effective January 6, 2021, employees base wages will be increased by 1.0% plus 100% of the annual average growth rate of the bi-monthly Seattle Tacoma Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%.~~

~~21.1.4— Effective January 5, 2022, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle Tacoma Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2019 through June 2020 to the period June 2020 through June 2021, minimum 1.5%, maximum 4%.~~

21.1.45 Washington State Paid Family and Medical Leave Premiums :- Employees will pay the employee portion of the required premium [listed as the WA Paid Family Leave Tax and

the WA Paid Medical Leave Tax on an employee's paystub] of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.

- 21.1.56 The base wage rates referenced above shall be calculated by applying the appropriate percentage increase to base hourly rates or as otherwise provided for herein.
- 21.1.67 In the event the "Consumer Price Index" becomes unavailable for purposes of computing any one of the afore-referenced increases, the parties shall jointly request the Bureau of Labor Statistics to provide a comparable index for purposes of computing such increase and if that is not satisfactory, the parties shall promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable adjustment.
- 21.2 An employee, upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the position as set forth within the appropriate Appendix attached hereto.
- 21.2.1 An employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range, and succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility for the last step increase to the maximum of the range. Actual service for purposes of this Section shall be defined in terms of one month's service for each month of full-time employment, including paid absences. This provision shall not apply to temporary employees prior to regular appointment, except as otherwise provided for and except that step increments in the out-of-class title shall be authorized when a step increase in the primary title reduces the pay differential to less than what the promotion rule permits, provided that such increment shall not exceed the top step of the higher salary range. Further, when an employee is assigned to perform out-of-class duties in the same title for a total of twelve (12) months (each 2088 hours) of actual service, they will receive one-step increment in the higher-paid title; provided that they have not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class that were properly paid per this Agreement, shall apply toward salary step placement if the employee's position is reclassified to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.
- 21.2.2 A temporary employee who has worked in an excess of five hundred (520) regular hours and who is appointed to a regular position in a Step Progression Pay Program without a break in service greater than thirty (30) days shall have their temporary service credited toward salary step placement, provided the service was in a job title corresponding to the same or higher classification in the same series as the regular appointment.
- 21.2.3 Those employees who have been given step increases for periodic "work outside of classification" prior to the effective date of this Agreement shall continue at that step but shall not be given credit for future step increases, except as provided for in Section 20.2.1.

- 21.2.4 For employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of actual service from the appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the salary range established for the class.
- 21.2.54 In determining actual service for advancement in salary step, absence due to sickness or injury for which the employee does not receive compensation may at the discretion of the City be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the City, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this Section, time lost by reason of disability for which an employee is compensated by Industrial Insurance or Charter disability provisions shall not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in the same or another department, may be given credit for such prior service.
- 21.2.6 Any increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.
- 21.2.7 Changes in Incumbent Status Transfers -- An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase and shall thereafter receive step increases as provided in Section 20.2.1.
- 21.2.8 Promotions -- An employee appointed to a position in a class having a higher maximum salary shall be paid at the nearest step in the higher range which (1) provides the employee who is not at the top step of their current salary range a dollar amount at least equal to the next step increase of the employee's current salary range, or (2) provides the employee who is at the top step of their current salary range an increase in pay through placement at the salary step in the new salary range which is closest to a four percent (4%) increase, provided that such increase shall not exceed the maximum step established for the higher-paying position; and provided further, that this provision shall apply only to appointments of employees from regular full-time positions and shall not apply to appointments from positions designated as "intermittent" or "as needed". However, hours worked out-of-class shall apply toward salary step placement if the employee is appointed to the same title as the out-of-class assignment within twelve (12) months of the end of such assignment.
- 21.2.9 An employee demoted because of inability to meet established performance standards from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary step in the lower range determined as follows:
- a. -If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee shall receive the maximum salary of the lower range.

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

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

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

21.3 Correction of Payroll Errors -- In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two pay periods; and, upon written notice, an overpayment shall be corrected as follows:

- a. \_\_\_\_\_ If the overpayment involved only one paycheck;
  - 1. By payroll deductions spread over two pay periods; or
  - 2. By payments from the employee spread over two pay periods.
- b. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars (\$25.00) per pay period.
- c. If an employee separates from the City service before an overpayment is repaid, any remaining amount due to the City will be deducted from their final paycheck(s).
- d. By other means as may be mutually agreed between the City and the employee. The Union Representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

21.4 External wage study to be conducted and completed by the end of year 2 of the contract to inform wage negotiations for successor agreement. Parties will reach agreement on market comparables by the end of year 1 and the costs shall be split equally amongst departments (SDOT, SPU, Parks). The data shall be used for negotiations but the results of the wage study shall not be assumed to be automatically implemented and shall be subject to negotiations.

Summary Att 1 - Bill Draft L77 CMEO Agreement  
V1

I.B.E.W., L77, Construction Maintenance Equipment Operator Unit CBA  
Effective January 1, 2023~~19~~ through December 31, 2024~~22~~

**ARTICLE 22. SAVINGS CLAUSE**

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

**ARTICLE 23-- TERM OF AGREEMENT**

- 23.1 All terms and provisions of this Agreement shall become effective upon signature of both parties unless otherwise specified elsewhere, and shall remain in full force and effect through December 31, 2024~~2~~. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) but not more than one hundred twenty (120) days prior to December 31, 2024~~2~~. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.
- 23.1.1 Notwithstanding the provisions of Section 23.1, in the event negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms and provisions of this Agreement shall continue to remain in full force and effect during the course of collective bargaining, until such time as the terms of a new Agreement have been consummated, or unless consistent with RCW 41.56.123, the City serves the Union with ten (10) days' written notice of intent to unilaterally implement its last offer and terminate the existing Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024~~19~~

IBEW LOCAL 77

CITY OF SEATTLE, WASHINGTON  
Executed Under Authority of

Ordinance No. \_\_\_\_\_

By \_\_\_\_\_  
Business Manager/Secretary

By \_\_\_\_\_  
~~Jenny Durkan~~ Bruce Harrell, Mayor

By \_\_\_\_\_  
Steve Kovac  
Business Representative

By \_\_\_\_\_  
~~Jana Sangy~~ Shaun Van Eyk  
Director of Labor Relations

By \_\_\_\_\_  
~~Sascha Sprinkle~~ Jeff Clark

Labor Negotiator, City of Seattle

**APPENDIX A**

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

**AND**

**CITY OF SEATTLE**

A.1 Effective January 4, 2023, hourly base wages will receive a bargained rate adjustment of 5%.

A.24 Effective December 26, 2018 January 4, 2023, hourly base wage rates shall be as follows:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<u>Constr&amp;Maint Equip Op</u>	<u>39.47</u>	<u>41.13</u>	<u>42.81</u>
<u>Constr&amp;Maint Equip Op,Sr</u>	<u>44.97</u>	<u>N/A</u>	<u>N/A</u>
<u>Oiler-Rigger</u>	<u>33.85</u>	<u>35.13</u>	<u>-</u>

A.2 Effective December 25 January 3, 2019 2024, hourly base wage rates shall be as follows:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<u>Constr&amp;Maint Equip Op</u>	<u>41.25</u>	<u>42.99</u>	<u>44.74</u>
<u>Constr&amp;Maint Equip Op,Sr</u>	<u>46.99</u>	<u>N/A</u>	<u>N/A</u>
<u>Oiler-Rigger</u>	<u>35.37</u>	<u>36.71</u>	<u>-</u>

A.3 — ~~Effective January 6, 2021, employees base wages will be increased by 1.0% plus 100% of the annual average growth rate of the bi-monthly Seattle Tacoma Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%.~~

A.4 — ~~Effective January 5, 2022, wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle Tacoma Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2019 through June 2020 to the period June 2020 through June 2021, minimum 1.5%, maximum 4%.~~

**APPENDIX B**

**AGREEMENT BETWEEN I.B.E.W., LOCAL 77**

**CONSTRUCTION MAINTENANCE EQUIPMENT OPERATOR UNIT**

**AND**

**CITY OF SEATTLE**

- B.1 The City and the Union agree that an employee who cannot renew their medical certificate because they cannot be medically qualified for health reasons, shall be referred to the Department's ADA process to determine if the employee can be reasonably accommodated into a CME0 or Senior CME0 job classification which does not require a Commercial Driver License ("CDL") to perform the work, provided such an opportunity exists. At no time will the accommodation result in a promotion and the accommodation must first include a good faith effort to place the employee in their respective home department.
- B.2 The City and Union agree to establish a committee to review and consider the CDL requirement(s) for the CME0 and Senior CME0 classifications in each department. The committee will consist of members to include departmental management, 1 labor negotiator, 1 representative from Classification and Compensation (as needed), 1 Union representative, and 1 CME0 and 1 Sr. CME0 selected by the Union. Upon ratification and legislation of the Agreement, the City and Union shall identify their selected committee participants, and exchange potential dates to convene, such dates being no later than 30 calendar days after legislation unless the parties mutually agree to extend the timeline. The committee will meet no less than quarterly and may convene more often by mutual agreement. Upon conclusion of this committee work Appendix B of this agree expires.

**APPENDIX C**

**AGREEMENT BETWEEN I.B.E.W., LOCAL 77  
CONSTRUCTION MAINTENANCE EQUIPMENT OPERATOR UNIT  
AND  
CITY OF SEATTLE**

- C.1 The following MOU attached hereto and signed by the City of Seattle and Local 77 (“Parties”), is adopted and incorporated as Appendix C to this Agreement to address certain matters with respect to membership and payroll deductions after the U.S. Supreme Court’s decision in Janus v. AFSCME. The Agreement is specific and limited to the content contained within it. Nothing in the MOU is intended, nor do the Parties intend, for the MOU to change the ability to file a grievance on any matter of dispute which may arise over the interpretation or application of the collective bargaining agreement itself. Specifically, nothing in the MOU is it intended to prevent the filing of a grievance to enforce any provision of Article 3, Union Membership and Dues. Any limitations on filing a grievance that are set forth in the MOU are limited to actions that may be taken with respect to the enforcement of the MOU itself, and limited specifically to Section B of the MOU. The Parties agree that the attached MOU shall last through the term of this Agreement, December 31, 2022.

**MEMORANDUM OF AGREEMENT**

By and Between

**THE CITY OF SEATTLE**

And

**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**LOCAL UNION No. 77**

**INFORMATION TECHNOLOGY PROFESSIONALS UNIT**

This Memorandum of Agreement, regarding Janus V. AFSCME Supreme Court Decision, is made and entered into by and between the City of Seattle (City) and IBEW Local 77, (Union), (collectively, Parties).

### **Background**

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

In June of 2018, the United States Supreme Court issued the Janus V. AFSCME decision. This created a change in circumstances in which the Parties’ collective bargaining agreements became non-compliant with State and Federal law. In response to this change in circumstances, the Union issued a demand to bargain regarding the impacts and effects of the Janus V. AFSCME Supreme Court decision.

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

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

#### Article – Union Dues and Membership

Each employee within the Bargaining Unit may make application to become a member of the Union within thirty (30) days following the date of employment within the unit, and all other employees within the Bargaining Unit who have voluntarily become members of the Union may maintain such membership.

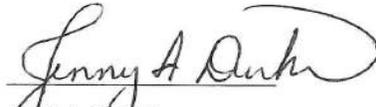
The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employees shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Union by the City. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

The City will offer the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the unit. The City will offer the Union at least thirty (30) minutes to meet with such individuals during the employee’s normal working hours and at his or her usual worksite or a mutually agreed upon location. The City’s obligation to offer the Union this access is also satisfied by offering the Union to meet with new bargaining unit members

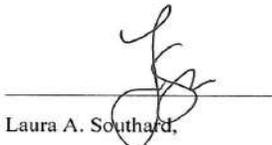
during New Employee Orientation (NEO). At least five (5) working days before the date of a NEO, the Union shall be provided the names of their bargaining unit members attending NEO.

1. This Agreement is specific and limited to the referenced Demand to Bargain and sets no precedent or practice by the City and cannot be used or introduced in any forum or proceeding as evidence of a precedent or a practice.
2. Issues arising over the interpretation, application, or enforceability of this Agreement may be resolved through the grievance procedure set forth in the Parties' collective bargaining agreement.
3. This Memorandum of Agreement (MOA) will be reviewed when the current collective bargaining agreement expires, either party may cancel this agreement on or after January 1, 2019 and both Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.
4. This agreement fulfills the City's obligation with regard to the Unions demand to bargain the Janus V AFSCME Supreme Court decision.
5. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during the parties' labor management meetings and shall not be subject to the grievance procedure set forth in the Parties' collective bargaining agreements.
6. The provisions contained in "Section B" of this MOU will be reviewed when the current collective bargaining agreements expire. The Parties reserve their rights to make proposals during successor bargaining for a new agreement related to the items outlined in this MOA.
7. This Parties signatory to this MOU concur that the City has fulfilled its bargaining obligations regarding the demand to bargains filed as a result of the Janus v. AFSCME Supreme Court decision.

FOR THE CITY OF SEATTLE:

  
Jenny A. Durkan,  
Mayor

  
Susan McNab,  
Interim Seattle Human Resources Director

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

SIGNATORY UNIONS:

  
Steve Kovac,  
Union Representative, International  
Brotherhood of Electrical Workers – Local 77

  
Jason Trotter,  
Union Representative, International  
Brotherhood of Electrical Workers – Local 77

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**APPENDIX D**  
**AGREEMENT BETWEEN I.B.E.W., LOCAL 77**  
**CONSTRUCTION MAINTENANCE EQUIPMENT OPERATOR UNIT**  
**AND**  
**CITY OF SEATTLE**

The parties agree that the following personnel rule language will apply to this bargaining unit during the term of this agreement.

**Personnel Rule 6.2 - Layoff**

**6.2.0 Authority**

SMC 4.04.050 and subsequent revisions thereto, Rule-making authority SMC

4.04.220 and subsequent revisions thereto, Layoff

SMC 4.24.030 and subsequent revisions thereto, Change in position or department RCW

73.16.010 and subsequent revisions thereto, Preference in public employment

**6.2.1 Definitions**

- A. "Appointing authority" shall mean the head of an employing unit, authorized by ordinance or City Charter to employ others on behalf of the City. The term includes and can be used interchangeably with department head, department director, superintendent, or chief.
- B. "Bump" shall mean to displace a less senior employee in lieu of layoff.
- C. "Classification" shall mean any group of positions that the Seattle Human Resources Director determines is sufficiently similar in nature and level of work that the same title may be equitably applied to all.
- D. "Classification series" shall mean 2 or more classifications that perform similar tasks or work but differ in degree of difficulty and responsibility.
- E. "Classified service" shall mean all employment positions in the City of Seattle that are

I.B.E.W., L77, Construction Maintenance Equipment Operator Unit CBA  
Effective January 1, 2023<sup>19</sup> through December 31, 2024<sup>22</sup>

- not excluded by ordinance, City Charter, or State law from the provisions of the Seattle Municipal Code and the Personnel Rules.
- F. "Layoff" shall mean the discontinuation of employment and suspension of pay of any regular or probationary employee because of lack of work, lack of funds, or through reorganization.
- G. "Seattle Human Resources Director" shall mean the head of the Seattle Department of Human Resources or his or her designated management representative.
- H. "Probationary employee" shall mean an employee who has not yet completed a probationary period of employment.
- I. "Referral program" shall mean a program administered by the Seattle Human Resources Director that provides job referrals to individuals who are at risk of layoff or who are on a reinstatement list.
- J. "Regular employee" shall mean an employee who has been appointed to a position in the classified service and who has completed a 1-year probationary period of employment.
- K. "Regularly appointed employee" shall mean an individual with a probationary, regular or exempt appointment to a position of City employment.
- L. "Reinstatement" shall mean the reappointment of an employee within 12 months of layoff from a reinstatement list to a position in the same classification or title from which the employee was laid off.
- M. "Seniority" shall mean a regular employee's length of continuous service, based on total straight-time regular pay hours, in his or her present classification and all higher classifications since original appointment to the present classification.
- N. "Standing" shall mean the classification in which an employee accrues service credit for layoff purposes.
- O. "Status" shall mean the condition of being probationary, trial service, or regular in the current classification.
- P. "Step Progression Pay Program" shall mean a compensation system that provides for salary progression based on length of service.
- Q. "Straight-time regular pay hours" shall mean all hours up to 40 per workweek for which an employee is compensated.
- R. "Temporary worker" shall mean an individual who is employed to fill a temporary, emergency or short-term need, with no guaranteed minimum number of hours of employment.
- S. "Trial Service" shall mean a 12-month trial period of employment for a regular employee who has completed a probation period and who is subsequently appointed to a position in another classification.
- T. "Trial Service Employee" shall mean an employee who has not yet completed a period of trial service.
- U. "Veterans' preference" shall mean preference for retention in employment of any honorably discharged soldier, sailor or marine who is a veteran of any war of the United States, or of any military campaign for which a campaign ribbon shall have been awarded, the widow or widower of same, and/or the spouse of an honorably discharged veteran who has a service-connected permanent and total disability.

### **6.2.2 Application of this Rule**

- A. The provisions of this Rule apply to employees who are regularly appointed to positions in the classified service.
- B. For regularly appointed employees who are represented under the terms of a collective bargaining agreement, this Rule prevails except where it conflicts with the collective bargaining agreement, any memoranda of agreement or understanding signed pursuant to the collective bargaining agreement, or any established and recognized practice relative to the members of the bargaining unit.
- C. Except as specifically provided, this Rule does not apply to individuals hired by the City on a temporary, intermittent or seasonal basis, or for a work schedule of fewer than 20 hours per week; nor does it apply to individuals hired under contract to the City.
- D. This Rule does not apply to individuals who are employed under the terms of a grant that includes layoff provisions that conflict with this Rule.
- E. Appointing authorities may establish written policies and procedures for the implementation and administration of this Rule to facilitate the management of the personnel system within their employing units, provided that such policies and procedures do not conflict with the provisions of this Rule.

### **6.2.3 Conditions of Layoff**

- A. A condition of layoff exists when an employing unit must abrogate or unfund a position of employment in the classified service, and there are no vacant funded positions in the classification or title within the employing unit.
- B. A management-initiated reduction in scheduled work hours shall not constitute a layoff unless the reduction is to less than 20 hours per workweek.

### **6.2.4 Order of Layoff**

- A. Within an employing unit, in a given classification affected by layoff, the order of layoff of employees shall be as follows:
  - 1. Probationary employees;
  - 2. Trial service employees who cannot be reverted in accordance with Personnel Rule 4.1.8 C (1);
  - 3. Regular employees

Temporary workers shall be separated prior to the layoff of any probationary, trial service, or regular employee in the same employing unit and classification or title.

Among probationary or trial service employees, order of layoff shall be at the discretion of the appointing authority.

Among regular employees, order of layoff shall be in the order of seniority; the employee with the least seniority being laid off first.

- B. After completion of the probationary period, service credit for purposes of seniority will be given for the length of continuous service in the employee's present classification and all higher classifications since original regular appointment to the present classification. Unpaid absences for active duty training or mobilization with the United States Armed Forces shall not be deducted from an employee's seniority.
- C. In case of a tie among employees with equal seniority in the affected classification, any employee who qualifies for veterans' preference shall be retained over an employee who does not qualify for veterans' preference. Where ties continue to exist after application of veterans' preference, order of layoff shall be at the discretion of the appointing authority.

#### **6.2.5 Out-of-Order Layoff**

- A. Upon a showing by the appointing authority that the operating needs of an employing unit require such action, the Seattle Human Resources Director may authorize an exception to the normal order of layoff and the retention in active employment of any employee who has some critically necessary special experience, training or skill.
- B. A written request for an out-of-order layoff, signed by the appointing authority, shall be accompanied by documentation that shows that the employee who would be retained over the more senior employee was recruited specifically for his or her special experience, training or skill; or has been specially trained by the employing unit to fulfill a critical business need of his or her position.
- C. In addition, a request for an out-of-order layoff must include compelling evidence that the more senior employee does not possess the special experience, training or skill required to perform the work of the position and could not be expected to satisfactorily perform the work of the position within a reasonable period of time.
- D. If the Seattle Human Resources Director approves the retention of the least senior employee, the more senior employee shall be allowed to bump the next least senior employee, continuing in sequential order as necessary until the Seattle Human Resources Director determines that the more senior employee has the required skills to satisfactorily perform the work of the position within a reasonable period of time.

#### **6.2.6 Procedure for Layoff**

- A. The appointing authority or designated management representative shall request from the Seattle Human Resources Director an order of layoff for the incumbents of the position(s), by classification, affected by the layoff and the effective date of layoff. The Seattle Human Resources Director shall provide to the appointing authority an order of layoff for the affected classification(s).
- B. The order of layoff shall show each affected employee's length of continuous service in the classification as determined by the Seattle Human Resources Director based upon the employee's regular straight-time pay hours, projected through close of business on the effective date of the layoff. The appointing authority shall notify the Seattle Human Resources Director if any employee's relative position on the order of layoff is subject to change prior to its implementation as a result of a

- change in work hours, unpaid leave of absence, etc.
- C. Upon approval of the authorizing legislation or direction by the appropriate authority, the appointing authority or designated management representative shall officially notify an affected employee that his or her position is being abrogated or unfunded and he or she is subject to layoff on the effective date of such action.
  - D. Where regular or trial service employment is terminated by layoff, when possible, 30 calendar days notice shall be given the affected employee(s), and at least 15 calendar days notice shall be given unless:
    - 1. Delaying the layoff would cause the employing unit to exceed its revenue for personal services for the affected work program; or
    - 2. The layoff is 1 of a number of layoffs and delaying the layoff would cause serious financial detriment to the City; or
    - 3. The layoff is caused by fire, storm damage, earthquake, destruction of property, strike, or any other such event that could not reasonably have been foreseen, or by preemptory state or federal legislation.

Nothing in this Rule shall preclude transfer in accordance with Rule 4.3.5 or reduction in accordance with Rule 4.3.3.

- E. Upon receiving formal notification of layoff, the affected employee(s) shall, within 3 working days, submit an option selection form to the appointing authority specifying his or her irrevocable selection of 1 of the following options insofar as the option is available:
  - 1. Transfer to avoid layoff (bumping) within the employing unit to the position held by the least senior employee in the same classification as the employee who has received notification of layoff; or
  - 2. Accept layoff with placement of the employee's name on a reinstatement list for the classification from which laid off.
- F. Failure of the employee to submit a completed option form to the appointing authority or designated management representative within 3 working days shall be construed as a resignation unless another time limit is approved by the appointing authority.
- G. The appointing authority or designated management representative may give an affected employee informal notification before a proposed action is finalized that the action may result in the employee's layoff. The employee is not obligated to select an option as provided in Rule 6.2.6 (E) until he or she receives formal notification of layoff. An employee who has received informal notification shall be eligible to participate in any formal referral program(s).

#### **6.2.7 Employee Options for Transfer To Avoid Layoff (Bumping)**

- A. Within the same employing unit, any regular employee subject to being laid off may displace the employee who has least seniority in the displacing employee's classification.
- B. The least-senior regular employee or a trial service employee who cannot be reverted in accordance with Personnel Rule 4.1.8 C (1) who is laid off or is displaced pursuant to Rule 6.2.7 A may displace the employee having the least seniority in the next lower

classification in the same classification series when (1) the displacing employee has had an appointment to such lower classification, and (2) the employee to be sequentially displaced has less length of service than the displacing employee.

#### **6.2.8 Referral Programs**

- A. The Seattle Human Resources Director may establish programs for the referral of employees who have been informally or formally notified of pending layoff, or who have been laid off, to appropriate employment positions.
- B. The appointing authority or a designated management representative shall certify employee eligibility to participate in referral programs by submitting an official nomination to the Seattle Human Resources Director.
- C. Each employee who participates in a referral program shall be responsible for meeting all the terms and conditions of participation.
- D. The Seattle Human Resources Director may refer eligible employees to positions that have a maximum pay rate that is equivalent to or lower than the maximum pay rate associated with the position from which the employee will be or has been laid off.
- E. Eligibility for participation in a referral program ends 12 months after actual layoff.

#### **6.2.9 Reinstatement**

- A. The Seattle Human Resources Director shall establish and maintain for 12 months following layoff a reinstatement list for any classification or title from which City employees have been laid off, and shall provide it to any employing unit that has a position vacancy in a classification for which a reinstatement list exists. The appointing authority shall appoint an employee from the reinstatement list to fill the available position.
  - 1. If there is more than 1 eligible employee on the reinstatement list for a particular classification, the appointing authority shall conduct a selection process and appoint from among all eligible employees.
  - 2. The appointing authority may refuse to appoint an eligible employee from a reinstatement list only with the Seattle Human Resources Director's concurrence that the employee is not qualified for the available position. The employee shall remain eligible for reinstatement for the term of the list.
- B. An employee who is reinstated shall:
  - 1. Be placed at the salary step in effect at the time of his or her layoff, with combined service counting toward progression to the next step, if he or she is appointed to a position in the Step Progression Pay Program.
  - 2. Have his or her seniority in the classification, from the time of original appointment to the classification to the time of layoff, restored.
  - 3. Have his or her accumulated and unused sick leave balance restored.
  - 4. Earn vacation at the accrual rate that was in effect at the time of his or her layoff, with combined service counting toward progression to the next increment in accrual rate.
  - 5. If the employee closed his or her account with the City Employees' Retirement

- System upon layoff, be eligible to redeposit in the City Employees' Retirement Fund an amount equal to that which he or she withdrew, plus interest, subject to any rules established by the Retirement Board.
- C. An employee who refuses an offer of employment shall be removed from the reinstatement list unless his or her continued eligibility is approved by the Seattle Human Resources Director.
- D. An employee who accepts appointment to a position in a classification or title other than that to which he or she has reinstatement rights shall be removed from the reinstatement list.
- E. An employee who accepts appointment to a position in a classification or title other than that from which he or she was laid off within 12 months following layoff shall:
1. Have his or her salary step placement calculated as in transfer, reduction or promotion, depending upon whether the maximum step of the new salary range is the same, lower or higher than the maximum step of the range associated with the classification or title from which the employee was laid off; provided both classifications or titles are assigned to the Step Progression Program.
  2. Complete a probationary or trial service period, as appropriate, in the new classification or title, if the position is in the classified service. Seniority in the classification or title shall begin to accrue upon completion of the probationary or trial service period. If the employee has prior standing in the classification or title, this requirement does not apply.
  3. Have his or her accumulated and unused sick leave balance restored.
  4. Earn vacation at the accrual rate that was in effect at the time of his or her layoff, with combined service counting toward progression to the next increment in accrual rate.
  5. If the employee closed his or her account with the City Employees' Retirement System upon layoff, be eligible to redeposit in the City Employees' Retirement Fund an amount equal to that which he or she withdrew, plus interest, subject to any rules established by the Retirement Board.
- F. An employee who is not reinstated or rehired within 12 months of layoff shall be considered to have been separated from City employment.
- G. An employee who is rehired more than 12 months following layoff shall not be considered to have been reinstated. He or she shall be treated as a new hire except for purposes of vacation accrual and use, and eligibility to redeposit in the City Employees' Retirement Fund an amount equal to that which he or she withdrew, plus interest, subject to any rules established by the Retirement Board.

#### **6.2.10 Voluntary Layoff**

- A. When a condition of layoff exists within an employing unit, an employee in the affected classification who would not be subject to layoff in a normal order of layoff may make a written request to the appointing authority to be laid off in lieu of the least senior employee in the classification.
- B. The appointing authority may approve a request for voluntary layoff as long as it mitigates the need for another layoff in the classification.
- C. An employee who elects a voluntary layoff as described herein shall be subject to all

terms and conditions of layoff and shall be eligible for participation in referral and reinstatement programs.



Legislation Text

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**File #:** CB 120796, **Version:** 1

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**CITY OF SEATTLE**

**ORDINANCE \_\_\_\_\_**

**COUNCIL BILL \_\_\_\_\_**

AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the International Brotherhood of Electrical Workers Local Union No. 77 Information Technology Professionals' Unit; and ratifying and confirming certain prior acts.

WHEREAS, the collective bargaining agreement between The City of Seattle and the International

Brotherhood of Electrical Workers Local Union No. 77 Information Technology Professionals' Unit expired on December 31, 2022; and

WHEREAS, employees represented by the International Brotherhood of Electrical Workers Local Union No.

77 Information Technology Professionals' Unit continued to work after December 31, 2022, on condition that their wages, hours, benefits, and other conditions of employment continue to be negotiated; and

WHEREAS, collective bargaining has led to an agreement between The City of Seattle and the International

Brotherhood of Electrical Workers Local Union No. 77 Information Technology Professionals' Unit; and

WHEREAS, separate, future legislation will be forwarded by the City Budget Office to provide department

budget appropriation authority to cover compensation items authorized in the attached collective bargaining agreement; NOW, THEREFORE,

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

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

City and the International Brotherhood of Electrical Workers Local Union No. 77 Information Technology Professionals' Unit, effective January 1, 2023, through December 31, 2025, substantially in the form attached to this ordinance as Attachment 1 and identified as "Agreement By and Between The City of Seattle and the International Brotherhood of Electrical Workers Local Union No. 77 Information Technology Professionals' Unit."

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

Section 3. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

President \_\_\_\_\_ of the City Council

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Scheereen Dedman, City Clerk

(Seal)

Attachments:

Attachment 1 - Agreement By and Between The City of Seattle and the International Brotherhood of Electrical Workers Local Union No. 77 Information Technology Professionals' Unit

AGREEMENT

By and Between

The CITY OF SEATTLE

And

The INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION No. 77

INFORMATION TECHNOLOGY PROFESSIONALS' UNIT

Effective through December 31, 2025

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## **PREAMBLE**

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

For employees covered by this Agreement who work at Seattle Municipal Court, aspects of their employment at Seattle Municipal Court that are related to wages and wage-related benefits are within the legal authority of the Executive. Aspects of employment at Seattle Municipal Court that are not related to wages and wage-related benefits are within the legal authority of Seattle Municipal Court.

## **ARTICLE 1 – NONDISCRIMINATION**

- 1.1 The City and the Union will not discriminate against, or favor, any employee by reason of race, color, sex, marital status, sexual orientation, gender identity, genetic information, political ideology, age, creed, religion, ancestry, national origin, honorably discharged veteran or military status, Union activities, or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification reasonably necessary to the normal operations of the City.
- 1.2 Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender.

## **ARTICLE 2 – BARGAINING UNIT RECOGNITION**

- 2.1 The City hereby recognizes the Union as the exclusive collective bargaining representative of all full-time, regular part-time and temporary Information Technology Professional A (SCL/Muni Court only), Information Technology Professional B, Information Technology Professional C, Telecom Installer, and Sr Telecom Installer positions employed by the City of the Seattle in the following Departments: Seattle City Light, Seattle Information Technology Department, Finance & Administrative Services, Seattle Fire Department, Human Services Department, Seattle Municipal Court, Department of Neighborhoods, Seattle Department of Construction and Inspections, Seattle Police Department, Seattle Department of Transportation, Seattle Public Utilities, and City Attorney’s Office excluding supervisors, confidential employees, and all other employees.

### **ARTICLE 3 – UNION DUES AND PAYROLL DEDUCTION**

- 3.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved.
- 3.2 The performance of this function is recognized as a service to the Union by the City and the City shall honor the terms and conditions of each worker’s Union payroll deduction authorization(s) for the purposes of dues deduction only.
- 3.3 The Union agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Union members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.
- 3.4 The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit.
- 3.5 The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee’s normal working hours and at their usual worksite or mutually agreed upon location.
- 3.6 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. The City shall provide the Union every month a list of all new and reclassified employees covered by this agreement.
- 3.7 At least five (5) business days before the date of the NEO, the City shall provide the Union with a list of names of the bargaining unit members attending the Orientation.
- 3.8 New Employee and Change in Employee Status Notification - The City shall supply the Union with the following information on a monthly basis for new employees:
  - a) Name
  - b) Home address
  - c) Personal phone
  - d) Personal email (if a member offers)
  - e) Job classification and title
  - f) Department and division
  - g) Work location
  - h) Date of hire
  - i) Hourly or salary (FLSA) status
  - j) Compensation rate

- 3.9 Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of the Union dues authorization rules.
- 3.10 The Union shall transmit to the City, in writing, by the cutoff date for each payroll period, the name(s) of the Employee(s), as well as Employee ID Number, who have, since the previous payroll cutoff date, provided the Union with a written authorization for payroll deductions, or have changed their prior written authorization for payroll deductions.
- 3.11 Every effort will be made by the City to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the Union that the terms of the employee's authorization regarding dues deduction revocation have been met.
- 3.12 The City will refer all employee inquiries or communications regarding union dues to the Union. The City may answer any employee inquiry about process or timing of payroll deductions.
- 3.13 Issues arising over the interpretation, application, or enforceability of the provisions of this Article shall be addressed during the parties Labor Management Committee meeting and shall not be subject to the grievance procedure set forth in t this collective bargaining agreement.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.1 The right to hire, determine qualifications, promote, discharge for just cause, improve efficiency, determine work schedules and location of Department headquarters are examples of management prerogatives. The City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.
- 4.2 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City and, as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City’s right to determine the methods, processes and means of providing municipal services, to increase or diminish the size of the workforce, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods, technology or equipment, the assignment of employees to specific jobs within the bargaining unit, the right to temporarily assign employees to specific jobs or positions outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.
- 4.3 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, or (3) the occurrence of peak loads above the work force capacity.
- a) Determination as to (1) or(2) above shall be made by the appointing authority or designee involved, and their determination shall be final, binding and not subject to the grievance procedure; provided, however, the Union shall be provided notice at least fifteen (15) calendar days prior to execution of any contract expected to exceed the competitive solicitation threshold as set by SMC 20.50.030 (consultant contracts) and 20.60.101 (purchased services), except in exigent circumstances.
  - b) The appointing authority or designee shall make available to the Union upon request (1) a description of the services to be so performed, and (2) the factual basis supporting the reasons for such action.
  - c) The Union may grieve contracting out of work as described in this Article if such contract involves work normally performed by the employees covered by this Agreement.
- 4.4 The Union recognizes the City’s right to establish and/or revise performance evaluation systems. Such systems may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees. In establishing new and/or revising existing performance evaluation systems, the City shall meet prior to implementation with the Labor Management Committee to jointly discuss such performance standards. The City agrees that performance standards shall be reasonable.
- 4.5 The City and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to management.

## **ARTICLE 5 – TEMPORARY EMPLOYMENT**

- 5.1 Temporary Employment - The City employs temporary workers to supplement the regular workforce on an interim, less than half-time, short-term or term-limited basis. A temporary worker is not covered by the classified (civil) service, is not guaranteed a minimum number of hours of work and is not limited in the number of hours they may work.
- 5.2 A temporary assignment is defined as one of the following types:
- a) “Interim assignment of up to one (1) year to a vacant regular position (Position Vacancy)” to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent.
  - b) “Interim assignment for short-term replacement of a regularly appointed employee (Incumbent Absence)” of up to one (1) year to perform work associated with a regularly budgeted position when the incumbent is temporarily absent.
  - c) “Less than half-time assignment” for seasonal, on-call, intermittent or regularly scheduled work that may be ongoing or recur from year to year but does not exceed one thousand forty (1,040) hours per year except as provided by Personnel Rule 11.
  - d) “Short-term assignment” of up to one (1) year to perform work in response to emergency or unplanned needs such as peak workload, special project, or other short-term work that does not recur and does not continue from year to year.
  - e) “Term-limited assignment” to perform time-limited work of more than one (1) but not more than three (3) years for:
    - i) Special time-limited project work that is clearly outside the routine work performed in the department and that requires skills and qualifications that are not typically used by the department; or
    - ii) Replacement of a regularly appointed employee who is assigned to special time-limited project work.
    - iii) Replacement of a regularly appointed employee whose absence of longer than one (1) year is due to disability time loss, military leave of absence, or authorized leave of absence for medical reasons.

- 5.3 Temporary employees shall be exempt from all provisions of this Agreement except:
- a) This Section, 5.3
  - b) Article 1 – Nondiscrimination
  - c) Article 3 – Union Membership and Dues
  - d) Article 7 – Grievance Procedure
  - e) Article 15.2 – Bereavement (Only employees defined in rule 5.2(c) shall be exempt)
  - f) Section 18.1 – Hours of Work
  - g) Section 18.2 – Alternative Work Schedules
  - h) Section 18.3 – Overtime
  - i) Section 18.10 - Shift Differential (effective 1/1/2020)
  - j) Section 18.9 - Overtime Meal Compensation (effective 1/1/2020)
  - k) Article 19 – Wages
  - l) For those temporary employees who are receiving benefits rather than premium pay:  
Section 14.21 – Industrial Illness or Injury
  - m) For temporary employees in term-limited assignments: Section 18.6 – Standby

Provided however, temporary employees shall be covered by the Grievance Procedure for purposes of adjudicating grievances relating to Sections identified within this Section.

- 5.4 Terms of employment for temporary employees shall be governed by the provisions of City of Seattle Personnel Rule 11, Seattle Municipal Codes 4.20.055 and 4.24.010. Where the provisions in Personnel Rule 11 or these Code sections do not conflict with the expressed provisions identified in this Article, Personnel Rule 11 and the Codes shall apply.
- 5.5 Appeals for conversion of temporary assignments as provided under Personnel Rule 11.12 may be brought using the appeal process provided therein, *or* at Step 3 of the grievance procedure as outlined in Section 7.2 of this Agreement. Any such review shall be limited to the matters appealable under Personnel Rule 11. A temporary assignment conversion may be appealed using only one of these options.
- 5.6 Temporary employees covered by this agreement are eligible to apply for all positions advertised internally.
- 5.7 A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position without a voluntary break in service greater than thirty (30) days shall have their time worked counted for purposes of salary step placement (where appropriate).

## **ARTICLE 6 – JOINT LABOR MANAGEMENT COMMITTEE**

- 6.1 The purpose of the Joint Labor-Management Committee is to promote systematic labor-management cooperation between the Union and the City and its employees, and to provide a forum for communication and collaboration on matters of general concern to the Union and management.
- 6.2 The labor management committees do not waive or diminish Management rights and do not waive or diminish Union rights of grievance or bargaining. The parties recognize that the JLMCs may not be able to resolve every issue.
- 6.3 The parties agree that the labor management committees shall meet periodically, and that each committee shall be comprised of representatives from management and the Union.
- 6.4 The responsibility for chairing meetings shall alternate each meeting between the Union and Management. The chairperson shall function as a facilitator of committee deliberations.
- 6.5 Summary minutes shall be taken during each meeting by a designated note taker, assigned by the hosting party, and shall consist of the topics discussed and the disposition of each. The minutes shall be prepared by the hosting party in electronic format and distributed via email at least two (2) weeks in advance of the next regularly scheduled meeting for approval by the committee at that meeting. A copy of the minutes shall be distributed by the union to its members once the minutes are approved.
- 6.6 Additional meetings may be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this agreement. Subjects for discussion at labor management meetings during the term of this agreement shall be agreed by the parties.
- 6.7 The parties agree that talent development will be a standing agenda item on the Joint Labor Management Committee.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

- 7.1 Recognizing that the terms of the Agreement may be subject to different interpretations, both the City and the Union should have recourse to an orderly means of resolving grievances. The following outline of procedure by which grievances shall be processed is written as for a grievance of the Union against the City, but it is understood that the steps are similar for a grievance of the City against the Union.
- 7.2 A grievance is defined as any dispute between the parties and/or any employee concerning the interpretation, application, claim of breach or violation of the terms and conditions addressed in this Agreement.

Step 1: As the initial step, the grievance shall be verbally presented by the Union Steward to the employee's immediate supervisor within twenty (20) business days of the grievable incident. If requested by a shop steward or union representative, the Parties will convene a meeting. The immediate supervisor shall provide a verbal response within ten (10) business days after being notified of the grievance.

Step 2: If no settlement is arrived at in Step 1, the grievance may be referred in writing by the employee or the Steward to the Business Manager of the Union. If the Business Manager decides that the grievance should be forwarded to the appointing authority (or designee), the Business Manager shall submit it in writing, with a copy to the City Director of Labor Relations, within ten (10) business days after the Supervisor's verbal response in Step 1. The grievance should set forth the following:

- a) A statement of the nature of the grievance and the facts upon which it is based.
- b) The remedy or correction desired.
- c) The Section or Sections of the Agreement relied upon as being applicable thereto.

When a grievance is presented, the department and Union shall schedule a meeting to discuss the grievance within ten (10) business days. The department shall reply in writing within ten (10) business days from the date of the meeting. Should the parties agree to forego such a meeting, the department shall, within ten (10) business days from the grievance being so presented, investigate and reply to the Union in writing.

Step 3: If no settlement is arrived at in Step 2, the grievance shall be submitted in writing within ten (10) business days after the Step 2 answer, to the Director of Labor Relations, with a copy to the appropriate appointing authority. The Director of Labor Relations, or their designee, shall investigate the grievance and, they shall convene a meeting between the appropriate parties within ten (10) business days. They shall thereafter make a confidential recommendation to the affected appointing authority who shall in turn give the Union a detailed answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

Step 4: If the difference or complaint is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. Within twenty (20) days of the Union's receipt of the City's Step 3 response or the expiration of the City's time frame for responding at Step 3, the Union shall file a Demand for Arbitration with the City Director of Labor Relations.

Mediation can be requested at Step 4 in the same manner as outlined below. The grievance must be submitted to binding arbitration and processed within the time frame specified in Step 4 after receipt of notification from the ADR Coordinator that the grievance was not resolved in mediation. The City and the Union may, through mutual agreement, submit the issue to mediation/arbitration with a mediator/arbitrator selected by the parties.

After the Demand for Arbitration is filed, the City and the Union will select, by mutual agreement, an arbitrator to hear the parties' dispute. In the event the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by alternately striking names from a list of five (5) arbitrators supplied by FMCS or the American Arbitration Association.

Demands for arbitration will be accompanied by the following information:

- a) Question or questions at issue.
- b) Identification of Section(s) of the Agreement allegedly violated.
- c) Statement of facts.
- d) Position of employee or employees.
- e) Remedy sought.

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

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

- a) The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- b) The decision of the arbitrator shall be final, conclusive and binding upon the City, the Union, and the employee(s) involved.
- c) The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.
- d) The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

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

### 7.3 With Mediation

At the time the aggrieved employee and/or the Union submits a grievance to the department, the Union, the aggrieved employee or the department may submit a written request for voluntary mediation assistance, with a copy to the Office of the Employee Ombud (OEO), the City Director of Labor Relations and the Union representative. All parties affected must agree with using the mediation process.

If the OEO Coordinator determines that the case is in line with the protocols and procedures of the OEO process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the OEO Coordinator or his/her designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties.

The Union representative and a Labor Negotiator from City Labor Relations will attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy of the agreement, or a signed statement of the disposition of the grievance, submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the appropriate management representative and the Union representative shall be so informed by the OEO Coordinator.

The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to create a precedent regarding the interpretation of the collective bargaining agreement, or to apply the settlement agreement to any circumstance beyond the dispute applicable to said settlement agreement.

If the grievance is not resolved through mediation, the department shall convene a meeting within ten (10) business days after receipt of the notification that the grievance was not resolved through mediation between the aggrieved employee, Union Representative, appropriate management representatives, and departmental labor relations officer. The City Director of Labor Relations or their designee may attend said meeting. Within ten (10) business days after the meeting, the department shall forward a reply to the Union.

- 7.4 Grievances processed through Step 3 shall be heard during normal City working hours. Employees involved in such grievance meetings during their working hours shall be allowed to do so without suffering a loss in pay. No more than one (1) Shop Steward and the grievant shall attend the grievance meeting, except with prior approval of the City.
- 7.5 Any time limits stipulated in the grievance procedure may be extended for the stated periods of time by the appropriate parties by mutual agreement, in writing.
- 7.6 When a grievance is of a general nature, it will not be necessary that the Union list the names of the aggrieved employees.
- 7.7 Arbitration awards or grievance settlements shall not be retroactive beyond the date of occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days prior to the initial filing of the grievance.
- 7.8 Reclassification Grievances - A reclassification grievance will be initially submitted by the Union in writing to the Director of Labor Relations, with a copy to the Department. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, and the proposed job classification. The Union will include with the grievance letter a Position Description Questionnaire (PDQ) completed and signed by the grievant(s). At the time of the initial filing, if the PDQ is not submitted, the Union will have sixty (60) business days to submit the PDQ to Labor Relations.

After initial submittal of the grievance, the procedure will be as follows:

1. The Director of Labor Relations, or designee, will notify the Union of such receipt and will provide a date (not to exceed six (6) months from the date of receipt of the PDQ signed by the grievant(s)) when a proposed classification determination report responding to the grievance will be sent to the Union. The Director of Labor Relations, or designee, will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the six (6) month period.
2. The appointing authority, upon receipt of the proposed classification determination report from the Director of Labor Relations, or designee, will respond to the grievance in writing.
3. If the grievance is not resolved, the Union may, within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:
  - a) The Union may submit the grievance to binding arbitration per Section 1 (Step 4);  
or
  - b) The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit, one human resource professional and one

information technology professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Seattle Human Resources Director within forty-five (45) business days of the appeal hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Board recommendation, that decision shall be final and binding and not subject to further appeal. If the Seattle Human Resources Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Section 1, Step 4.

## 7.9 Property Interest Discipline Grievance

- A. The burden of proof in disciplinary procedures shall be upon the City.
- B. Where an appointing authority or their designee imposes or intends to impose property level discipline a preliminary notice of discipline shall be given to the employee. This preliminary notice of discipline shall contain (a) charges; (b) general description of the alleged acts and/or conduct upon which the charge is based and (c) the penalty to be imposed. A copy of the preliminary notice of discipline shall be concurrently provided to the local Union office. Upon request of the Union, the City shall provide a complete copy of the investigation files in advance of any Loudermill hearing requested in advance of issuing the formal discipline. The Union may also request a meeting to review the investigation file with the City's investigator. And Labor Relations. Both requests must be made timely, may not unduly delay the City's disciplinary processes.

## **ARTICLE 8 – DISCIPLINE**

- 8.1 The City may suspend, demote or discharge an employee for just cause.
- 8.2 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions which the City may take against an employee include:
- A. Verbal warning
  - B. Written reprimand
  - C. Suspension
  - D. Demotion
  - E. Termination
- Which disciplinary action is taken depends upon circumstances, including the seriousness of the affected employee's misconduct, and such other just cause considerations as the appointing authority deems relevant.
- 8.3 Provided the employee has received no further or addition discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two (2) years other than to show notice of any rule or policy at issue.
- 8.4 Discipline that arises as a result of a violation of workplace policies of City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to 8.3.
- 8.5 In cases of suspension, demotion or discharge, the specified charges shall be furnished to the Union and the employee in writing.
- 8.6 The Union/employee covered by this Agreement must, upon initiating an appeal relating to disciplinary action, use either the grievance procedure contained herein or pertinent procedures regarding disciplinary appeals to the Civil Service Commission. Under no circumstances may the Union/employee use both the contract grievance procedure and Civil Service Commission procedures relative to the same disciplinary action.
- 8.7 The appointing authority may suspend, demote or discharge a probationary employee without just cause.

## **ARTICLE 9 – UNION REPRESENTATIVES**

- 9.1 The authorized representatives of the Union signatory to this Agreement shall be allowed admission at any reasonable time to the employees' worksites for the purpose of conducting investigations into matters relating to this Agreement and will first make their presence known to the management.
- 9.2 Employees elected or appointed to office with IBEW Local 77 which requires a part or all of their time shall submit a request for leave to their respective appointing authority. The terms and conditions of such leave shall be subject to agreement by the appointing authority, the employee and/or the Union. Such terms may not conflict with City policy or ordinance.
- 9.3 The Business Manager and/or Representatives shall have the right to appoint a Steward at any location where employees are working under the terms of this Agreement. Immediately after appointment, the City shall be furnished with the names of Stewards so appointed. The Steward shall see that the provisions of this Agreement are observed, and shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall not include processing grievances at Step 4 of the grievance procedure set forth in Article 7 of this Agreement. Shop stewards will not countermand legal and ethical orders of or directions from City officials or change working conditions. The City will not dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to alleged violation of any provision of the Agreement.

**ARTICLE 10 – WORK STOPPAGE**

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

**ARTICLE 11 – SAFETY STANDARDS and SAFETY COMMITTEE**

- 11.1 Employees shall perform their work in a competent and safe manner, and in accordance with the State of Washington Safety Codes, where applicable. Where higher standards are specified by the City than called for by state codes, City standards shall prevail.
- 11.2 The City shall provide safe working conditions in accordance with W.I.S.H.A. and O.S.H.A standards.
- 11.3 The employee has the duty and privilege of immediately reporting unsafe working conditions to their supervisor. The City recognizes that employees also have the right, in compliance with State and/or Federal laws, to report unsafe working conditions directly to the Washington State Department of Labor and Industries.
- 11.4 Each union member who is appointed as a floor warden or member of a Safety Committee may be assigned to attend departmental safety meetings and perform related activities pertinent to their work location.
- 11.5 Safety Committee - Local 77 shall be notified in advance and included in any processes that are used by City Departments to determine employee membership on all departmental, divisional, and sectional Safety Committees. Union notification and engagement protocols will be facilitated through departmental labor management committees.

## ARTICLE 12 – HOLIDAYS

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

New Year’s Day	January 1
Martin Luther King Jr.’s Birthday	Third Monday in January
President’s Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples Day	Second Monday in October
Veteran’s Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	First Friday after Thanksgiving Day
Christmas	December 25
Two Personal Holidays	(0 – 9 Years of Service)
Four Personal Holidays	(After Completion of 18,720 regular Hours)

Employees who have completed eighteen thousand seven hundred twenty (18,720) hours or more on regular pay status shall receive two (2) additional personal holidays for a total of four (4) personal holidays to be added to their leave balance in the first full pay period in January of each subsequent year.

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

12.3 Employees, including those on alternate work schedules, shall receive eight (8) hours pay per holiday (except as identified in 12.2, 12.4 and 12.5). Employees working an alternate work schedule during a holiday work week are permitted to make scheduling or pay status adjustments as follows:

- a) With two (2) weeks’ notice, employees on a 4/40 or 9/80 schedule may revert to a 5-day/40 hour schedule for the work week or pay period, respectively, in which the holiday falls; SCADA employees may do so with supervisory approval.
- b) Employees may use vacation or compensatory time to supplement the 8-hour holiday pay to achieve full pay for the work week without making other scheduling adjustments, or at the employee’s discretion, be unpaid.
- c) By mutual agreement, pre-arranged between the employee and their supervisor, employees may work beyond their normally scheduled workday hours to make up holiday hours. These holiday make-up hours will not be counted as overtime and must be worked during the workweek in which the holiday falls. In the event that a request

for a modified holiday work week schedule cannot be accommodated, such denial shall not be arbitrary or capricious.

- 12.4 Part-time hourly employees shall receive holiday pay pro-rated based on their work schedule. If their schedule regularly fluctuates, or changes for at least thirty (30) days prior to the holiday, the holiday benefit shall be based on the average straight-time hours compensated during the pay period immediately prior to the pay period in which the holiday falls.
- 12.5 New employees and employees returning from unpaid leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work; provided, that short authorized absences of four (4) days or less shall not be considered in the application of the preceding portion of this Section, and provided further, that no combination of circumstances whereby two (2) holidays are affected by the foregoing provision may result in payment for more than one (1) of such holidays.
- 12.6 Employees who work less than a full calendar year shall be entitled only to those holidays, Monday to Friday inclusive, which fall within their work period. Employees quitting work or discharged for cause shall not be entitled to pay for holidays following their last day of work.
- 12.7 Holidays falling on Saturday or Sunday shall be recognized and paid on those actual days for employees regularly scheduled to work those days. Payment will be made only once for any holiday. An hourly employee whose normal day off falls on an officially observed holiday shall receive another day off, with pay, during the same workweek in which the holiday occurs.
- 12.8 New employees shall be entitled to use the personal holidays as referenced in Section 12.1 of this Article during the calendar year of hire.
- 12.9 Employees may take their personal holidays at any time with supervisory approval.
- 12.10 Personal holidays cannot be carried over from year to year, nor can they be cashed out if not used by the end of the calendar year.
- 12.11 An employee who is prevented from using their floating holiday(s) by the end of the calendar year due to business reasons (e.g. as when a vacation restriction is in effect) may, at the discretion of the appointing authority or designated management representative, be allowed to convert an equivalent number of vacation hours used during the same calendar year to personal holiday.

**ARTICLE 13 – VACATION**

- 13.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 13.3 for each hour on regular pay status as shown on the payroll, pro-rated for part-time employees.
- 13.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time and sick leave.
- 13.3 Effective sixty (60) calendar days after full ratification of this replacement contract, the above table shall be superseded and replaced with the following vacation accrual rate table:

Accrual Years/Hours	Vacation Days	Hours per Year	Maximum Hours
Year 0-3 / 0-6,240	12	96	192
Year 4-7 / 6,241-14,560	16	128	256
Year 8-13 / 14,561-27,040	20	160	320
Year 14-18 / 27,041-37,440	23	184	368
Year 19 / 37,440 -39,520	24	192	384
Year 20 / 39,521-41,600	25	200	400
Year 21 / 41,601 – 43,680	26	208	416
Year 22 / 43,681 – 45,760	27	216	432
Year 23 / 45,761 – 47,840	28	224	448
Year 24 / 47,841 – 49,920	29	232	464
Year 25+ - 49,921+	30	240	480

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

- 13.5 New employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1,040) hours on regular pay status. Effective December 25, 2019, the requirement that the employee must complete one thousand forty (1,040) hours on regular pay status prior to using vacation time ends.
- 13.6 When an employee must cancel a scheduled an approved vacation at the request of management and is not able to reschedule and use vacation prior to attaining his or her maximum allowance, the appointing authority, or designee, may allow the employee to exceed the maximum allowance and continue to accrue vacation for up to three (3) months. If an employee is not approved to take vacation during that three (3)-month period, management will meet with the employee and the Union to discuss options for mitigating any loss of vacation hours due to business needs.
- 13.7 An employee who is receiving disability compensation pursuant to SMC Chapter 4.44 continues to accrue vacation and may exceed their maximum allowance until the employee ceases to receive such compensation. If the employee does not return to work when their disability compensation eligibility ends, the employee shall run out their vacation balance. If the employee returns to regular pay status with a vacation balance that exceeds the maximum allowance, they shall have three (3) months from the date of return to reduce the balance, during which they shall continue to accrue vacation.
- 13.8 The minimum vacation allowance to be taken by an employee shall be one (1) hour.
- 13.9 An employee who leaves the City service for any reason after more than six (6) months of service shall be paid in a lump sum for any unused vacation the employee has previously accrued.
- 13.10 Upon the death of an employee in active service, pay shall be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.
- 13.11 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons, subject to verification by the employee's medical care provider and approval of the appointing authority or his or her designee. Where the terms of this Section are in conflict with Ordinance 116761 (Family and Medical Leave) as it exists or may be hereafter modified, the Ordinance shall apply.
- 13.12 The designated Management representative shall arrange vacation time for employees on such schedules as will least interfere with the functions of the work unit, but which accommodates the desires of the employee to the greatest degree feasible.
- 13.13 Employees with prior regular City service who are regularly appointed to positions within the City shall begin accruing vacation at the rate which was applicable upon their most recent separation from regular City service.

**ARTICLE 14 – SICK LEAVE, VEBA, INDUSTRIAL INJURY/ILLNESS**

- 14.1 Employees accumulate sick leave credit from the date of appointment to City service and are eligible to use sick leave for a qualifying reason after thirty (30) calendar days of employment. Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. However, if an employee's overall accrual rate falls below the accrual rate required by Seattle Municipal Code 14.16, the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of Seattle Municipal Code 14.16.
- 14.2 Employees may accumulate sick leave with no maximum balance.
- 14.3 An employee may use accumulated sick leave if the employee must be absent from work because of:
- a) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by Seattle Municipal Code Chapter 14.16 and other applicable laws such as RCW 49.46.210; or
  - b) To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code Chapter 4.24.005 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by Seattle Municipal Code Chapter 14.16 and other applicable laws such as RCW 49.46.210; or
  - c) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's or child's school or place of care has been closed for such reason, or as otherwise required by Seattle Municipal Code Chapter 14.16 and other applicable laws such as RCW 49.46.210; or
  - d) The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or
  - e) The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

Sick leave used for the purposes contemplated by Article 14.3.d and 14.1.e must end before the first anniversary of the child's birth or placement.

Abuse of paid sick leave or use of paid sick leave not for an authorized purpose shall be grounds for discipline up to and including dismissal. In accordance with Article 8 of this collective bargaining agreement.

- 14.4 An appointing authority, or designated management representative, may approve sick leave payment for an employee as long as the employee:
- a) Makes prompt notification;
  - b) Claims use of sick leave time using the appropriate method(s);
  - c) Reports sick leave in minimum increments of fifteen (15) minutes;
  - d) Limits claims to the actual amount of time lost due to illness or disability or for the reasons described in Sections 14.3,
  - e) Provides medical certification of the job-related need for sick leave for absences of more than four (4) days.
- 14.5 Employees are not eligible to receive paid sick leave when suspended or on leave without pay, when laid off, or otherwise not on regular pay status. If an employee is injured or becomes ill while on paid vacation or compensatory time off, the employee shall provide notice prior to the beginning of the shift that they would have worked that the employee is requesting to replace vacation and/or compensatory time off with sick leave. In the event the employee is unable to provide notice prior to the beginning of the shift due to being incapacitated the employee will provide notice as soon as possible.
- 14.6 Rate of Pay for Sick Leave Used - An employee who uses paid sick leave shall be compensated at the straight-time rate of pay as required by the Seattle Municipal Code 14.16, and other applicable laws, such as RCW 49.46.210. For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for those hours missed due to sick leave.
- 14.7 Rate of Pay for Sick Leave Used to Cover Missed Overtime - An employee may use paid sick leave for scheduled overtime shifts missed due to a qualifying reason as provided in Section 14.3. Payment for the missed shifts shall be at the employee's regular straight-time rate of pay.
- 14.8 Return-to-Work Verification - An employee returning to work after an absence of more than four (4) consecutive days requiring sick leave may be required to provide certification from their health care provider that the employee is able to perform the essential functions of the job with or without accommodation.
- 14.9 An employee who takes sick leave for a family and medical leave-qualifying condition shall comply with the notification, certification and release protocols of the Family and Medical Leave Program. The employee's properly certified absence shall be accorded the

protections of family and medical leave as long as it is for a condition that qualifies for both family and medical leave and sick leave.

- 14.10 Regular or benefits eligible temporary employees who are reinstated or rehired within 12 months of separation in the same or another department after any separation, including dismissal for cause, resignation, or quitting, shall have unused accrued sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.
- 14.11 An employee who has been granted a sabbatical leave may elect to take a lump sum cash-out of any or all of their unused sick leave balance in excess of two hundred and forty (240) hours at the rate of one (1) hour's pay for every four (4) hours of accumulated and unused sick leave. The employee forfeits all four (4) hours exchanged for each one (1) hour of pay. The employee must exercise this option at the beginning of their sabbatical leave.
- 14.12 Sick leave that is cashed out is paid at the rate of pay in effect for the employee's primary job classification or title at the time of the cash-out.
- 14.13 All employees who are included in the City's sick leave plan are eligible to participate as a recipient or donor in the Sick Leave Transfer Program, if the affected employee meets the eligibility conditions specified in Personnel Rule 7.7.5.
- 14.14 An employee may, with supervisory approval, participate as a non-compensated donor in a City-sponsored blood drive without deduction of pay or paid leave. Such participation may not exceed three (3) hours per occurrence for travel, actual donation and reasonable recuperation time. In order to qualify for time off under this Article, the employee must provide their name and department to the blood bank representative for verification of their participation by the appointing authority.
- 14.15 VEBA Benefit - Each bargaining unit will conduct a vote to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) to provide post-retirement medical expense benefits to members who retire from City service.

#### Contributions from Unused Paid Time off at Retirement

- A. Eligibility-to-Retire Requirements:
  1. 5-9 years of service and are age 62 or older,
  2. 10-19 years of service and are age 57 or older,
  3. 20-29 years of service and are age 52 or older, or
  4. 30 years of service and are any age
- B. The city will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of 12/31/2025.

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

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

Following any required VEBA contribution from a member's unused sick leave, the remaining balance will be forfeited; members may not contribute any portion of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan or receive cash.

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

1. Transfer 35% of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan, subject to the terms of the Plan and applicable law; or
2. Cash out their unused sick leave balance at 25% to be paid on their final paycheck.

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

#### Contributions from Employee Wages

If the bargaining unit votes to require VEBA contributions from employee wages, then all members of the bargaining unit shall, as elected by the bargaining unit as to all of its members, make a mandatory employee contribution of one of the amounts listed below into the VEBA while employed by the City:

1. \$25 per month
2. \$50 per month

The City assumes no responsibility for the tax consequences of any VEBA contributions made by or on behalf of any member. Each union that elects to require VEBA contributions for the benefit of its members assumes sole responsibility for insuring that the VEBA complies with all applicable laws, including, without limitation, the Internal Revenue

Code, and agrees to indemnify and hold the City harmless for any taxes, penalties and any other costs and expenses resulting from such contributions.

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

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

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

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

14.17 Industrial Injury or Illness

- a) Any employee who is disabled in the discharge of their duties, and if such disablement results in absence from their regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided, the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts. If an employee is moved to the State Industrial Insurance after 261 days, the department shall notify the union.
- b) Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from their regular duties (up to a maximum of eighty percent [80%] of the employee's normal hourly rate of pay per day) shall be reinstated by Industrial Insurance or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee

shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 14.21a.

- c) In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions. This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.
- d) Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

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

- e) Such compensation shall be authorized by the Seattle Human Resources Director or designee with the advice of the employee's appointing authority on request from the employee, supported by satisfactory evidence of medical treatment of the illness or injury giving rise to the employee's claim for compensation under SMC 4.44, as now or hereinafter amended.
- f) Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 14.21a. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 14.21a).
- g) Any employee eligible for the benefits provided by SMC 4.44.020 whose disability prevents them from performing their regular duties but, in the judgment of their physician could perform duties of a less strenuous nature, shall be employed at their normal rate of pay in such other suitable duties as the appointing authority shall direct, with the approval of such employee's physician, until the Seattle Human Resources

Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

- h) Sick leave shall not be used for any disability herein described except as allowed in Section 14.21b.
- i) The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.
- j) Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

## **ARTICLE 15 – LEAVES OF ABSENCE**

### 15.1 Unpaid Leave

- a) A leave of absence without pay for a period not exceeding sixty (60) consecutive days may be granted by the appointing authority of a department.
- b) A request for an unpaid leave of absence longer than sixty (60) days may be granted by the appointing authority, with notice to the Seattle Human Resources Director.
- c) All requests for unpaid leaves of absence under this provision are to be made in writing as far in advance as possible, stating all pertinent details and the amount of time requested. At the expiration of such authorized leave, the employee shall resume their same class of work; however, standing and service credit shall be frozen at the commencement of the unpaid leave of absence and shall not continue to accrue until the employee returns from said leave.

- 15.2 Bereavement Leave - All employees covered by this Agreement are allowed forty (40) hours off without salary deduction for bereavement purposes in the event of the death of any relative. Bereavement leave may be used in full day increments or increments of one (1) hour, at the employee's discretion. Bereavement leave must be used within one (1) year; employees may submit for exceptions to this within thirty (30) days (requests that come in after the 30 days will be considered) of the death if they know they will need longer than one (1) year to use leave for that event. This benefit is prorated for less-than-full time employees.

For purposes of this Section, "relative" is defined as any person related to the employee by blood, marriage, adoption, fostering, guardianship, in loco parentis, or domestic partnership.

- 15.3 Emergency Leave - One (1) day leave per Agreement year without loss of pay may be taken with the approval of the employee's supervisor and/or appointing authority when it is necessary that the employee be off work in the event of a serious illness or accident of a member of the immediate family or when it is necessary that the employee be off work in the event of an unforeseen occurrence with respect to the employee's household (e.g., fire or flood or ongoing loss of power) that necessitates action on the part of the employee. The emergency leave benefit must also be available to the member in the event of inclement weather or natural disaster within the City limits or within the city or county in which the member resides that makes it impossible or unsafe for the member to physically commute to their normal work site at the start of their normal shift.
- The "*household*" is defined as the physical aspects of the employee's residence, or vehicle. The immediate family is limited to the spouse or domestic partner, children, parents or grandparents of the employee.

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

- 15.4 Sabbatical Leave - Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Personnel Rule 7.4.
- 15.5 Family and Medical Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code, Chapter 4.26, "Family and Medical Leave," or the federal Family and Medical Leave Act, may take leave to care for themselves and qualified dependents.
- 15.6 Military Leave - A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments). City base pay shall include every part of wages except overtime.

The City will comply with the requirements of RCW 73.16 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, with respect to unpaid leave of absence and return rights for employees who leave City Service to serve in the Armed Forces of the United States. Military leave for such employees shall be administered in accordance with City Personnel Rule 7.9, Ordinance 124664 and SMC 4.20.180, as amended.

A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted their annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

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

**ARTICLE 16 – MEDICAL, DENTAL, VISION CARE,  
LONG-TERM DISABILITY AND LIFE INSURANCE**

- 16.1 Medical, Dental and Vision Care - The City shall provide medical, dental and vision plans (Standard, Kaiser Deductible, Aetna Traditional, Aetna Preventive and Washington Delta Dental of Washington as self-insured plans, and Dental Health Services and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. Said plans, changes thereto and premiums shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established by the parties to govern the functioning of said Committee.
- 16.2 For calendar years 2023, 2024 and 2025 the City shall pay up to one hundred seven percent (107%) of the average City cost of medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay eighty-five percent (85%) of the excess costs in healthcare and the employees shall pay fifteen percent (15%) of the excess costs in healthcare.
- 16.3 Employees who retire and are under the age of sixty-five (65) shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.
- 16.4 Long Term Disability - The Employer shall provide a Long Term Disability (LTD) insurance program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer shall pay the full monthly premium cost of a base plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollar (\$667) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum of \$8,333.00 per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.
- 16.5 During the term of this Agreement, the City may, at its discretion, change or eliminate the insurance carrier for any long-term disability benefits covered by this Section and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.
- 16.6 The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year 2022 for the base plan; provided, further, such cost shall not exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within Section 16.2.

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

**ARTICLE 17 – RETIREMENT**

- 17.1 Pursuant to Ordinance No. 78444 as amended, employees shall be covered by the Seattle City Employees Retirement System (SCERS).
- 17.2 Effective January 1, 2017, consistent with Ordinance No. 78444 as amended, the City shall implement a defined benefit retirement plan, SCERS II, for employees hired on or after January 1, 2017.

## **ARTICLE 18 – HOURS OF WORK AND OVERTIME**

18.1 Hours of Work - Eight (8) hours shall constitute a normal day's work, and five (5) consecutive days a normal work week.

- a) Employees covered by this Agreement shall be provided a fifteen (15) minute paid rest period during each half of their workday.
- b) Employees covered by this Agreement shall be provided an unpaid meal break of not less than thirty (30) minutes, and no more than sixty (60) minutes.
- c) Fourteen (14) calendar days' notice shall be provided to employees when changes to employees' regular schedules are made by management. 'Schedule change' shall mean a change from a normal schedule as described in 18.1, above, to an alternative work schedule (see Section 18.2), or vice versa; OR a change in the scheduled days of work within a work week (e.g. from Monday-Friday, to Tuesday-Saturday work week).
- d) Five (5) calendar days' advance notice shall be afforded employees covered by this Agreement when shift changes are required by their supervisor. For shift changes required as a result of circumstances not reasonably anticipated, such as in an emergency, the City will provide notice to employees as soon as possible.

18.2 Alternative Work Schedules - Notwithstanding Section 18.1, above, the City may, upon notice to the Union, approve four (4)-day/forty (40)-hour or nine (9)-day/eighty (80)-hour alternative work schedules for employees covered by this bargaining agreement subject to such terms and conditions established by each department. In administering alternative work schedules, the following working conditions shall prevail:

- a) Employee participation shall be on a voluntary basis.
- b) Vacation benefits shall be accrued and expended on an hourly basis.
- c) Sick leave benefits shall be accrued and expended on an hourly basis.
- d) Holidays shall be granted in accordance with Article 12 of this Agreement.

18.3 Overtime

- a) Overtime work must be assigned. Only the appointing authority or a designated management representative shall authorize employees to work more than forty (40) hours in a workweek.
- b) All work performed in excess of forty (40) hours in any work week shall be considered as overtime.
- c) Overtime shall be compensated at the rate of one and a half (1½) times the employee's regular straight-time hourly rate of pay.

- d) Employees may make necessary adjustment, when approved by the City, in their normal daily work hours to fulfill their normal job responsibilities within forty (40) hours per week; provided, however, employees shall not be expected by the City to work in excess of forty (40) hours per work week without overtime compensation.
- e) Employees shall report actual hours worked each workday on their bi-weekly timesheets.

#### 18.4 Premium Pay for Holidays

- a) An employee whose normal work schedule does not include work on an officially recognized holiday but who, with fourteen (14) calendar days advance notice, is required to work on the holiday shall receive their straight-time rate of pay for working on the holiday and, in addition, shall receive premium pay at the rate of one and a half (1½) times their straight-time rate of pay for actual hours worked on the holiday. Where fourteen (14) calendar days advance notice is not given, the employee shall receive premium pay at the rate of two (2) times their straight-time rate of pay for actual hours worked on the holiday. There shall be no pyramiding of holiday hours and an employee can only receive a maximum of 3 times the employees' hourly rate of pay. As an example: holiday +overtime (either 1.5 or 2 times the employees' hourly rate of pay) as referenced in Appendix A.
- b) An employee whose normal work schedule includes work on an officially recognized holiday shall receive their straight-time rate of pay for working on the holiday. In addition, he or she shall receive 1½ times their straight-time rate of pay for hours worked on the holiday.
- c) An employee who works on an officially recognized holiday may, at the discretion of the appointing authority or designated management representative, be allowed to take another day off in lieu of the holiday, as long as such day off falls during the same work week as the holiday. The hours worked on the holiday shall be compensated at the employee's straight-time rate of pay, except that any hours over 40 in the workweek shall be paid at the overtime rate of pay.

#### 18.5 Compensatory Time Off - By mutual agreement of the affected employee and the appointing authority or designated management representative, an hourly employee may receive compensatory time off in lieu of wages for overtime hours worked. Use of compensatory time off requires supervisory approval.

- a) Compensatory time off shall be earned at the same rate as overtime wages, as provided in this Article.
- b) Employees may accumulate up to eighty (80) hours of compensatory time off, or the limit of the department they are working in whichever is greater per year with a maximum of two hundred forty (240) hours.

- c) Compensatory time off balances must be cashed out upon separation of employment from the City.
- d) At the discretion of the appointing authority, an employee who transfers from another employing unit may be allowed to transfer their compensatory time off balance, up to a maximum of eighty (80) hours. Any compensatory time balances in excess of eighty (80) hours shall be cashed out.
- e) If the receiving department does not agree to the transfer of compensatory time balances, the employing unit in which the employee accumulated the balance shall cash it out.

18.6 Standby - Standby duty is for the purpose of responding to business needs that arise outside of employees' regular working schedules.

- a) When an employee covered by this Agreement is placed on standby duty by the City, the employee shall remain available to respond to emergency calls and must respond as directed by the designated management representative.
- b) Employees who are placed on standby duty shall be paid at the rate of ten percent (10%) of their regular straight-time hourly rate of pay for all hours so assigned.
- c) When an employee assigned to standby duty responds and performs the work required, standby pay shall be discontinued for the actual hours on work duty and the employee shall be paid at the overtime rate of pay for all time spent performing such duties.
- d) Where standby is required, work units shall maintain quarterly standby schedules so that affected employees have adequate notice of when they are scheduled to be on assigned standby duty. Such schedules will be made available to employees fourteen (14) calendar days in advance. Employees may, with management concurrence, exchange assigned standby shifts in advance of a scheduled standby assignment. To the extent possible, such exchanges shall not result in inequitable distribution of standby among employees.
- e) Notwithstanding (d), above, the City may assign employees to standby duty without prior notice where unforeseen circumstances require a specific response or skillset. In such circumstances, the City may request an employee remain available to respond for a specified time period, and the provisions of Sections 18.6(b) and 18.6(c) shall apply.
- f) An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.
- g) Employee on standby shall initially receive a minimum of sixteen (16) hours (or adjusted for alternative work schedules) of standby pay on workdays and 24 hours of standby pay on weekends and holidays when assigned to standby. When an employee is paged or called after normal work hours they shall receive a minimum of two (2)

hours of overtime at the applicable overtime rate and standby compensation will stop while on paid status. Each additional hour worked beyond the minimum of two (2) hours shall be paid appropriate hourly rate of pay.

- h) An employee who is called back from standby within two (2) hours from the starting time of their next regularly scheduled work shift shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of their next regularly scheduled work shift, and the standby provision requiring a two hour minimum of overtime pay shall not apply.

18.7 Call Back - A call back is defined as a situation in which an employee has left the work premises and is contacted to report to a designated work location after the end of their normal workday, or on a scheduled day off, in response to unplanned or unforeseen circumstances requiring the employee's performance of work outside of their normally scheduled working hours.

- a) Compensation for a call back shall commence at the time the employee arrives at the designated work location.
- b) Employees who respond to a call back shall receive a minimum of two (2) hours of overtime pay at one and a half (1½) times their regular straight-time hourly rate of pay. Each additional hour worked on the call back shall be paid at one and a half (1½) times the employee's regular straight-time hourly rate of pay.
- c) An employee who is called back within two (2) hours from the starting time of their next regularly scheduled work shift shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of their next regularly scheduled work shift, and the call back provision shall not apply.
- d) Existing practices with regard to compensation for call back within the Radio Communications group at the Seattle IT Department, and the SCADA unit at Seattle Public Utilities, shall continue for the term of this Agreement.

18.8 Remote Response - Remote response is defined as a situation in which an employee is contacted to respond after the end of their normal workday, or on a scheduled day off, due to unplanned or unforeseen circumstances, but such response does not require the employee to report to a designated work location. Remote Response occurs when an employee accepts or returns a call or message, or logs into a City device or system, for the purpose of responding as requested by the City.

- a) Employees who provide Remote Response shall receive a minimum of two (2) hour of overtime pay at one and a half (1½) times their regular straight-time hourly rate of pay. If the total duration of the work exceeds two (2) hours, overtime will be paid for the actual time spent performing such duties.

- b) Employees who respond within two (2) hours from the starting time of their next regularly scheduled work shift shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of their next regularly scheduled work shift, and the remote response provision shall not apply.

18.9 Overtime Meal Compensation

- a) Eligibility - When an employee is specifically directed by the City to work two (2) hours or longer on the end of their normal work shift of not less than eight (8) hours, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768, and the employee purchases a meal away from their place of residence as a result of such additional hours of work, the employee shall be reimbursed for the of such meal in accordance with Ordinance 111768.
- b) Reimbursement - The employee must furnish the City with a dated receipt for said meal no later than the beginning of their next regular shift. Otherwise, the employee shall be paid a maximum of Twenty dollars (\$20.00) in lieu of reimbursement for the meal. The City shall not reimburse for the cost of alcoholic beverages.
- c) In lieu of any meal compensation as set forth within this Section, the City may, at its discretion, provide a meal.

18.10 Shift Differential - Effective January 1, 2023, an employee who is scheduled to work not less than four (4) hours of their regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premiums for scheduled hours which fall within those shifts.

<u>SWING SHIFT</u>	<u>GRAVEYARD SHIFT</u>
\$1.25 per hour	\$1.75 per hour

Shift definition shall be governed by department practice.

With the exception of eligible sick leave, the above shift premium shall not apply to any paid leave time. The shift differential will be paid to employees working overtime only if they work four (4) or more consecutive hours on the extra shift, in which case it will be paid for all hours of overtime work for that shift.

## **ARTICLE 19 – WAGES**

- 19.1 The classifications of employees ~~covered~~ under this Agreement and the corresponding rates of pay are set forth in Schedule A, which is attached hereto and made a part of this Agreement. The Consumer Price Index shall be provided to the union no later than August 1<sup>st</sup> of each year.
- 19.2 Effective January 4, 2023, employees’ base wages will be increased by five percent (5%).
- 19.2.1 Effective January 4, 2023, employees will receive an additional bargained wage adjustment of one percent (1%).
- 19.3 Effective January 3, 2024, employees base wages will be increased by four and one half percent (4.5%).
- 19.3.1 Effective January 3, 2024, employees will receive an additional bargained wage adjustment of one half percent (.5%).
- 19.4 Effective January 1, 2025, employees base wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 over June 2023 to the period June 2023 over June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).
- 19.5 Wage Study - The City is in the process of conducting a wage study. Any adjustments to wages agreed to as a result of the study shall be effective no earlier than January 1, 2017.
- 19.6 Washington State Paid Family and Medical Leave Premiums - Employees will pay the employee portion of the required premium [listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an employee’s paystub] of the Washington State Paid Family and Medical Leave Program effective December 25, 2019.

## **ARTICLE 20 – PROBATION AND TRIAL SERVICE**

The following definitions apply to this Article:

**Probationary Period** - A twelve (12)-month period of employment following an employee's initial regular appointment within the Civil Service to a position. The probationary period is an extension of the selection process during which time an employee is required to demonstrate their ability to perform the job for which the employee was hired.

**Regular Appointment** - The authorized appointment of an individual to a position in the Civil Service.

**Trial Service Period** - A twelve (12)-month trial period of employment of a regular employee, beginning with the effective date of a subsequent regular appointment from one classification to a different classification through promotion or transfer to a classification in which the employee has not successfully completed a probationary or trial service period, or rehire from a Reversion/Recall List to a department other than that from which the employee was laid off.

**Regular Employee** - An employee who has successfully completed a twelve (12)-month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

**Revert** - To return an employee who has not successfully completed their trial service period to a vacant position in the same class and former department (if applicable) from which they were appointed.

**Reversion/Recall List** - If no such vacancy exists to which an employee may revert, they will be removed from the payroll and their name placed on a Reversion/Recall List for the class/department from which they were removed.

20.1 **Probationary Period** - Upon initial appointment to a position in the classified service, an employee must complete a twelve (12)-month probationary period. The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards.

20.2 Occasional absences due to illness, vacations, jury duty and military leave shall not result in an extension of the probationary period but, upon approval of the Seattle Human Resources Director, an employee's probationary period may be extended so as to attain the equivalent of a full twelve (12) months of actual service where there are numerous or extended absences.

For employees of Municipal Court, occasional absences due to illness, vacations, jury duty and military leave shall not result in an extension of the probationary period but, upon approval of the Presiding Judge, an employee's probationary period may be extended so as to attain the equivalent of a full twelve (12) months of actual service where there are numerous or extended absences. Notice of the decision to extend the probationary period will be filed with the Seattle Human Resources Director.

- 20.3 Probationary Dismissal - An employee who is dismissed during their probationary period shall be given five (5) working days' advance notice in writing. However, if the department believes the best interest of the City requires the immediate dismissal of the probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal shall be required.
- 20.4 An employee dismissed during their probationary period shall not have the right to appeal the dismissal. If advance notice of the dismissal is not given, as provided in 20.3, above, the employee may enter an appeal for up to five (5) days' pay, which they would have received had the required notice been given. If such a claim is sustained, the employee shall be entitled to the appropriate payment of wages, but shall not be entitled to reinstatement.
- 20.5 Trial Service - An employee who has satisfactorily completed a probationary period and is subsequently promoted or transferred to a position in another classification shall serve a twelve (12)-month trial service period in the subsequent position. The trial service period shall provide the department with the opportunity to observe the employee's work, to train and aid the employee in adjustment to the position, and to revert such an employee with or without just cause.
- 20.6 Employees who have been reverted during the trial service period shall not have the right to appeal.
- 20.7 An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department and employee, subject to approval by the Seattle Human Resources Director prior to expiration of the trial service period.
- 20.8 Reversion to Former Position
- a) An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within the former department (if applicable) and classification from which they were appointed. Where no such vacancy exists, such employee shall be given fifteen (15) calendar days' written notice prior to being placed on a Reversion/Recall List for their former department and former classification and prior to being removed from the payroll.
  - b) The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed on the Reversion/Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.
  - c) If a vacancy is to be filled in a department and a valid Reversion/Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department, such employees shall be reinstated in order of their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.

- d) An employee whose name is on a valid Reversion/Recall List for a specific job classification who accepts employment with the City in that same job classification shall have their name removed from the Reversion/Recall List. Refusal to accept placement from a Reversion/Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion/Recall List, which shall terminate rights to reemployment under this Reversion/Recall List provision.
- e) A reverted employee shall be paid at the step of the range that they normally would have received had they not been promoted or transferred.

#### 20.9 Subsequent Appointments

- a) If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Seattle Human Resources Director, require that a complete twelve (12)-month probationary period be served in that department. If a regular employee or an employee who is serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Seattle Human Resources Director, require that a twelve (12)-month trial service period be served in that department.
- b) If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12)-month probationary period in the new classification, not to exceed a total of twenty-four (24) months of probationary employment. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12)-month trial service period in the new classification.
- c) Within the same department, if a regular employee is appointed from a lower classification for which he or she is serving a trial service period to a higher classification in a closely related field, the trial service period for both classifications shall overlap. The employee shall complete the term of the original trial service period and be given regular status in the lower classification, and then serve out the remainder of the twelve (12)-month trial service period in the higher classification.
- d) Within the same department, if a probationary employee is regularly appointed from a lower classification to a higher classification in a closely related field, the probationary period and the new trial service period for the higher classification shall overlap. The employee shall complete the term of the original probationary period and be given regular standing in the lower classification and then serve out the remainder of the twelve (12)-month trial service period in the higher classification.

20.10 Nothing in this Article shall be construed as being in conflict with the provisions of Article 21.

## **ARTICLE 21 – TRANSFER AND REDUCTION**

### 21.1 Transfer

- A. Intradepartmental Transfers - An employee may request to transfer to a vacant position in the same classification or with the same maximum pay rate within the department where the employee is working.
- i. If the employee transfers to a position in the same classification, their status shall remain the same as it was immediately before the transfer.
  - ii. If the employee transfers to a position in a different classification and has completed a twelve (12)-month probationary period, the employee must serve a trial service period. If the employee transfers to a position in a different classification and has not completed a twelve (12)-month probationary period, they must complete a probationary period consistent with Section 20.1.
- B. Interdepartmental Transfers - Transfer to a position in a different department shall be treated as a selection process. The Seattle Human Resources Director may waive advertisement for transfer between departments to avoid layoff as a result of reorganization or job rotation or for the reasonable accommodation of a qualified individual under the Americans with Disabilities Act or the Washington State Law Against Discrimination.
- i. If a probationary employee is subsequently appointed in the same classification from one department to another the receiving department may, with the approval of the Seattle Human Resources Director, require that a twelve (12)-month probationary period be served in that department.
  - ii. If an employee who is serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Seattle Human Resources Director, require that a twelve (12)-month trial service period be served in that department.
  - iii. If a regular employee is subsequently appointed in the same classification from one department to another, the employee shall retain their regular status in the new position and is not required to serve a trial service period, unless the appointment was a reinstatement after layoff.

### 21.2 Reduction

- a) A regularly appointed employee may reduce or be reduced to a vacant position in a lower classification in the same department with the approval of the appointing authority their designated management representative. No selection process is required; however, the employee must be able to demonstrate that he or she meets the minimum qualifications for the lower classification.

- b) An employee so reduced must successfully complete a probationary period only if the employee has not completed an initial probationary period. An employee so reduced shall not serve a trial service period.
- c) Upon showing that the reason for a reduction no longer exists, and the employee is qualified, the appointing authority or the appointing authority's designated management representative may return an employee to an available vacant position in the former class within the same department. No selection process is required. The employee's status in the higher class shall be the same as it was immediately prior to the reduction.
- d) Reduction to a position in another department shall be treated as a selection process, and a twelve (12)-month trial service may be required where the employee has not previously had standing in the lower classification. The Seattle Human Resources Director may waive advertisement for reduction to a position in another department to avoid layoff as a result of reorganization or job rotation, or for the reasonable accommodation of a qualified individual under the Americans with Disabilities Act or the Washington State Law Against Discrimination.

### 21.3 Demotion

- a) An employee may be demoted by the appointing authority to a vacant position in a lower classification in the same department for disciplinary reasons. The employee must meet the minimum qualifications for the lower classification.
- b) An employee so demoted must successfully complete a probationary period only if the employee has not completed an initial probationary period. An employee so demoted shall not serve a trial service period.
- c) A demoted employee has no right of return to the class from which the employee was demoted, but may apply for other vacancies within the classification at a later date.

## **ARTICLE 22 – LAYOFF AND SENIORITY**

22.1 A condition of layoff exists when an employing unit must abrogate or unfund a position of employment in the classified service, and there are no vacant funded positions in the classification or title within the employing unit.

A management-initiated reduction in scheduled work hours shall not constitute a layoff unless the reduction is to less than twenty (20) hours per workweek. When management reduces an employee's scheduled work hours, the employee shall be entitled to participate in layoff referral programs as provided in Section 22.11 of this Agreement.

### 22.2 Order of Layoff

a) Within an employing unit, in a given classification affected by layoff, the order of layoff of employees shall be as follows:

1. Probationary employees;
2. Trial service employees who cannot be reverted in accordance with Section 20.8;
3. Regular employees

b) Temporary workers shall be separated prior to the layoff of any probationary, trial service, or regular employee in the same employing unit and classification or title. Among probationary or trial service employees, order of layoff shall be at the discretion of the appointing authority.

c) Among regular employees, order of layoff shall be in the order of seniority; the employee with the least seniority being laid off first.

22.3 Out-of-Order Layoff - Upon a showing by the appointing authority that the operating needs of an employing unit require such action, the Seattle Human Resources Director may authorize an exception to the normal order of layoff and the retention in active employment of any employee who has some critically necessary special experience, training or skill.

If the Seattle Human Resources Director approves the retention of the least senior employee, the more senior employee shall be allowed to bump the next least senior employee, continuing in sequential order as necessary until the Seattle Human Resources Director determines that the more senior employee has the required skills to satisfactorily perform the work of the position within a reasonable period of time.

### 22.4 Bumping

1) Within the same employing unit, any regular employee subject to being laid off may displace the employee who has least seniority in the displacing employee's classification.

- 2) The least-senior regular employee or trial service employee who cannot be reverted in accordance with Section 20.8 who is laid off or is displaced may displace the employee having the least seniority in the next lower classification in the same classification series when (1) the displacing employee has had an appointment to such lower classification, and (2) the employee to be sequentially displaced has less seniority than the displacing employee.

## 22.5 Reinstatement

- a) The Seattle Human Resources Director shall establish and maintain for twelve (12) months following layoff a reinstatement list for any classification or title from which employees covered under this Agreement have been laid off, and shall provide it to any employing unit that has a position vacancy in a classification for which a reinstatement list exists.
- b) The appointing authority shall appoint an employee from the reinstatement list to fill the available position.
- c) If there is more than one eligible employee on the reinstatement list for a particular classification, the appointing authority shall conduct a selection process and appoint from among all eligible employees.
- d) The appointing authority may refuse to appoint an eligible employee from a reinstatement list only with the Seattle Human Resources Director's concurrence that the employee is not qualified for the available position. The employee shall remain eligible for reinstatement for the term of the list.
- e) An employee who is reinstated shall:
  1. Be placed at the salary step in effect at the time of the employee's layoff.
  2. Have their seniority in the classification, from the time of original appointment to the classification to the time of layoff, restored.
  3. Have their accumulated and unused sick leave balance restored.
  4. Earn vacation at the accrual rate that was in effect at the time of their layoff. The employee need not satisfy the 6-month eligibility waiting period for vacation use if he or she previously satisfied that requirement.
  5. If the employee closed their account with the City Employees' Retirement System upon layoff, be eligible to redeposit in the City Employees' Retirement Fund an amount equal to that which he or she withdrew, plus interest, subject to any rules established by the Retirement Board.
  6. An employee who refuses an offer of employment shall be removed from the reinstatement list unless his or her continued eligibility is approved by the Seattle Human Resources Director.

7. An employee who accepts appointment to a position in a classification or title other than that to which the employee has reinstatement rights shall be removed from the reinstatement list.

22.6 Rehire - An employee who accepts appointment to a position in a classification or title other than that from which he or she was laid off within twelve (12) months following layoff shall:

- a) Have their salary placement calculated as in transfer, reduction or promotion, depending upon whether the maximum step of the new salary range is the same, lower or higher than the maximum wage of the range associated with the classification or title from which the employee was laid off.
- b) Complete a probationary or trial service period, as appropriate, in the new classification or title. Seniority in the classification or title shall begin to accrue upon completion of the probationary or trial service period. If the employee has prior standing in the classification or title, this requirement does not apply.
- c) Have their accumulated and unused sick leave balance restored.
- d) Earn vacation at the accrual rate that was in effect at the time of the employee's layoff, with combined service counting toward progression to the next increment in accrual rate. The employee need not satisfy the 6-month eligibility waiting period for vacation use if he or she previously satisfied that requirement.
- e) If the employee closed their account with the City Employees' Retirement System upon layoff, be eligible to redeposit in the City Employees' Retirement Fund an amount equal to that which he or she withdrew, plus interest, subject to any rules established by the Retirement Board.

22.7 An employee who is not reinstated or rehired within twelve (12) months of layoff shall be considered to have been separated from City employment.

22.8 An employee who is rehired more than twelve (12) months following layoff shall not be considered to have been reinstated. The employee shall be treated as a new hire except for purposes of vacation accrual and use, and eligibility to redeposit in the City Employees' Retirement Fund an amount equal to that which he or she withdrew, plus interest, subject to any rules established by the Retirement Board.

22.9 Voluntary Layoff

- a) When a condition of layoff exists within an employing unit, an employee in the affected classification who would not be subject to layoff in a normal order of layoff may make a written request to the appointing authority to be laid off in lieu of the least senior employee in the classification.

- b) The appointing authority may approve a request for voluntary layoff as long as it mitigates the need for another layoff in the classification.
- c) An employee who elects a voluntary layoff as described herein shall be subject to all terms and conditions of layoff and shall be eligible for participation in referral and reinstatement programs.

22.10 Seniority - For purposes of layoff, seniority shall mean a regular employee's length of continuous service, based on total straight-time regular pay hours, in their present classification and all higher classifications since original appointment to the present classification.

- a) After completion of the probationary period, service credit for purposes of seniority will be given for the length of continuous service in the employee's present classification and all higher classifications since original regular appointment to the present classification. Unpaid absences for active duty training or mobilization with the United States Armed Forces shall not be deducted from an employee's seniority.
- b) In case of a tie among employees with equal seniority in the affected classification, any employee who qualifies for veterans' preference shall be retained over an employee who does not qualify for veterans' preference. Where ties continue to exist after application of veterans' preference, order of layoff shall be at the discretion of the appointing authority.

22.11 Referral Programs - The Seattle Human Resources Director may establish programs for the referral of employees who have been informally or formally notified of pending layoff, a reduced work schedule, or who have been laid off, to appropriate employment positions.

- a) The appointing authority or a designated management representative shall certify employee eligibility to participate in referral programs by submitting an official nomination to the Seattle Human Resources Director.
- b) Each employee who participates in a referral program shall be responsible for meeting all the terms and conditions of participation.
- c) The Seattle Human Resources Director may refer eligible employees to positions that have a maximum pay rate that is equivalent to or lower than the maximum pay rate associated with the position from which the employee will be or has been laid off, or has had their work schedule reduced.

Eligibility for participation in a referral program ends twelve (12) months after actual layoff or reduction in scheduled work hours by management.

## **ARTICLE 23 – WORK OUTSIDE OF CLASSIFICATION**

- 23.1 Employees who are temporarily assigned by the appointing authority, or designee, to perform the normal ongoing duties and accept responsibility of a position when the duties of the higher position are clearly outside of the scope of an employee's regular duties for a period of four (4) consecutive hours or longer, shall receive an adjustment in pay to reflect the newly assigned duties.
- 23.2 The rate of pay associated with the out of class opportunity shall be established prior to the offering of the assignment.
- a) When the out of class assignment is to a title in the Step Progression Pay Program, the employee shall receive the step associated with the higher-paying title which provides an increase closest to but not less than four percent (4%), not to exceed the maximum pay rate of the higher-paying title, while performing out-of-class duties.
  - b) When the out-of-class assignment is to a title in a discretionary pay program, the employee shall be paid using the out-of-class job codes and pay structures established for the program. The appointing authority may approve a pay increase larger than four percent (4%) when a higher pay rate is appropriate for the duties assigned.
- 23.3 The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated, or be able to demonstrate, their ability to perform the duties of the class or assignment.
- 23.4 If an employee is assigned by the appointing authority or designee, pursuant to this Article, to perform the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, they thereafter, while still assigned at the higher level, will be compensated for vacation and holidays at the rate of the assigned higher classification. Eligible use of sick leave during the term of the assignment shall be paid at the out of class rate.
- 23.5 Out-of-class shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties that would otherwise constitute an out-of-class. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of their own position, if the employee is not formally assigned to perform the duties on an out-of-class basis.
- 23.6 No employee may assume the duties of the higher-paid position without being formally assigned to do so, except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to their appointing authority for retroactive payment of out-of-class pay. The decision of the appointing authority as to whether the duties were performed and whether performance thereof was appropriate shall be final.

- 23.7 Employees covered by this Agreement may be temporarily assigned to perform the duties of a lower classification without a reduction in pay.
- 23.8 The City may work employees out-of-class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six (6)-month period may be exceeded under the following circumstances:
- a) a hiring freeze exists and vacancies cannot be filled;
  - b) extended industrial or off-the-job injury or disability;
  - c) a position is scheduled for abrogation; or
  - d) a position is encumbered (an assignment in lieu of a layoff).

When such circumstances require that an out-of-class assignment be extended beyond six (6) months, the City shall notify the Union. After nine (9) months, the Union must concur with any additional extension of the assignment. The Union will consider all requests on a good faith basis.

## **ARTICLE 24 – GENERAL CONDITIONS**

- 24.1 **Personnel Files** - Materials to be placed into an employee's personnel file relating to job performance or workplace conduct or any other material that may have an adverse effect on the employee's employment shall be reasonable and accurate and brought to their attention with copies provided to the employee upon request. Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250 and RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.
- 24.2 **Employee File Review** - When an employee covered by this Agreement makes a request to examine their personnel file, they shall be allowed to do so within ten (10) business days. The employee will review the personnel file in the department Human Resources office, in the presence of a Human Resources representative or designated supervisor. Employees who disagree with material included in their personnel file will be permitted to insert a statement relating to the disagreement in their personnel file.
- 24.3 **Performance Standards** - Any performance standards used to measure the performance of employees shall be reasonable and applied equitably.
- 24.4 **Correction of Job Performance** - It is the employee's responsibility to correct unsatisfactory job performance or behavioral problems interfering with the ability to perform the job, and failure to do so will result in disciplinary action commensurate with the lack of satisfactory performance or degree of infraction. The employee's appointing authority may hold such disciplinary action in abeyance if the employee agrees:
- a) To meet with or advise the Employee Assistance Program Coordinator of the employee's preferred course of treatment; and
  - b) To follow through on a course of action, treatment or counseling recommended and/or accepted by the Employee Assistance Program Coordinator; and
  - c) To have such follow-through verified by the Employee Assistance Program Coordinator to the employee's appointing authority or designee.

If the employee fails to follow through as recommended and does not correct their job performance or behavioral problems that interfere with the ability to perform the job, the discipline will be imposed as recommended.

- 24.5 **Voluntary Disclosure** - The employee who appears to have a substance abuse, behavioral, or other problem that is affecting job performance or interfering with the ability to do the job, shall be encouraged to seek information, counseling, or assistance through private sources that they may be aware of or sources available through the City's Employee Assistance Program. Employees are encouraged to make use of such sources on a self-referral basis and supervisors will assist in maintaining confidentiality. No employee's job security will be placed in jeopardy as a result of seeking and following through with corrective treatment, counseling or advice.

- 24.6 Employee Assistance Program (EAP) - During the term of the Agreement, the City agrees to meet with the Union to discuss updating, modifying or enhancing EAPs.
- 24.7 Off-Duty Activities - The off-duty activities of employees shall not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's work performance or the program or image of the agency.
- 24.8 Personnel Rules Amendments - Except for the adoption of Emergency Rules, at least fourteen (14) days prior to adoption of amendments to the City Personnel Rules, the Seattle Human Resources Director shall notify the Union of the proposed changes for purposes of allowing the Union to comment thereupon as provided in Section 3 of Ordinance 102228.
- 24.9 Correction of Payroll Errors
- a) In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two (2) pay periods. Upon a showing by the employee that the underpayment causes an economic hardship, the City will prepare a manual check within two (2) business days, to correct the underpayment.
  - b) Upon written notice, an overpayment shall be corrected as follows:  
  
If the overpayment involved only one (1) paycheck:
    - By payroll deductions spread over two (2) pay periods; or
    - By payments from the employee spread over two (2) pay periods.
  - c) If the overpayment involved multiple paychecks: By a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars (\$25) per pay period.
  - d) If an employee separates from the City service before an overpayment is repaid: Any remaining amount due the City will be deducted from the employee's final paycheck(s).
  - e) By other means as may be mutually agreed between the City and the employee. The Union representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.
- 24.10 Public Employment Programs - As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City that is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and/or employment programs, vocational rehabilitation programs, work study and student intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program

(SYEP), Youth Employment Training Program (YETP), Work Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.

The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the signature date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the Union of such and upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program that involves the performance of bargaining unit work within a given City department, beyond what has traditionally existed shall not be the cause of (1) a layoff of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement that recently had been occupied by a regular full-time employee that performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

- 24.11 Public Disclosure Requests - The City shall promptly notify the affected employee and the Union when the City receives a public disclosure request that seeks personal identifying information of an employee such as birthdate, social security number, home address, home phone number. The City shall not disclose information that is exempt from public disclosure. This Section shall be exempt from Article 7, Grievance Procedure.
- 24.12 Mileage Reimbursement - An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Service Code for a privately-owned automobile used for business purposes.
- 24.13 Temporary Work at Other than Regular Location - Employees who are temporarily assigned to work at a location other than their regular place of employment shall receive additional compensation equivalent to two (2) hours regular base rate of pay for each night of required absence from their residence. This payment shall not apply to training.
- 24.14 Meal Reimbursement while on Travel Status - An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.

#### 24.15 Training

The City and the Union agree training and employee talent development is beneficial to the City and the employees. Talent development, needs may be identified by the City and/or by the employees. The City will work with employees on talent development plans. The City and the Union are committed to working to address training needs within available resources.

- A. The City shall provide the necessary training to employees covered under this Agreement to effectively perform assigned job responsibilities, and to meet ongoing or anticipated business needs
- B. Available training resources shall be allocated in the following order: business needs and career development within the City of Seattle. Employees are integral partners in managing their career development.

24.16 Bulletin Boards - The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining unit. However, such space shall not be used for notices that are political in nature. All material posted shall be the responsibility of the shop steward(s) assigned to the worksite and shall be clearly identified as IBEW Local 77 material. A copy of all material to be posted will be provided to the appropriate departmental Labor Relations Officer, Human Resources Manager or other designated representative prior to posting.

24.17 Transit Subsidy - The City shall provide a transit subsidy benefit consistent with SMC 4.20.370.

24.18 Notice of Temporary Change in Position - When a temporary change in position is required by management, employees shall receive written notice of the anticipated amount of time the employee will be assigned for the temporary change. If there is a need to extend the amount of time required by the employee to remain in the temporary position the City shall provide 14 days' notice of the extension and upon request by the Union, the City will meet in good faith and discuss the reason for the extension.

24.19 Employees shall be given the tools, equipment, physical access and on-line permissions to perform their assigned work. It is the sole discretion of management to determine what tools, equipment, physical access, and on-line permissions are required to perform the assigned work. Employees shall not be disciplined for performance resulting from not being provided the tools, equipment, physical access, and online permissions.

24.20 City Parking Rates: (City proposal) Effective January 1, 2020, the City proposes to increase the Commute Trip Reduction (“CTR”) parking benefit cost to the employee from \$7.00 to \$10.00.

24.21 Seattle Information Technology Department will provide a minimum of 400 Pluralsight (or like talent development site) licenses that will be available to employees during the

term of this agreement. If the department decides to discontinue using Pluralsight (or a like talent development site) license the department will fund an Information Technology talent development fund in the amount of \$100,000 for each year that the Department does not provide the licenses. This amount will be administered in consultation with the Labor Management Committee. In the event of an economic downturn that could lead to layoffs, the parties will discuss the continuation of this fund.

- 24.22 Boot Allowance - Employees in the following units shall be allowed a \$200.00 per year boot allowance. This allowance shall be paid on the first check in April of each year: SCADA, Radio Shop and Cabling Infrastructure team and any other applicable groups.
- 24.23 Clothing Allowance - For employees required to wear Fire Resistant (FR) Clothing, they shall receive the same amount as the intermittent wear allowances for FR clothing per Local 77 electrical workers contract Unit 100.
- 24.23.1 All employees will be provided with all necessary PPE including hard hats, eye protection, etc. Upon request, employees in the radio shop, fiber installation, cabling infrastructure, telephone engineering groups or any other employees doing similar work will also be provided with coveralls and gloves and any clothing necessary to complete their work with minimal wear to their own clothing.
- 24.24 Job Postings - All job postings for bargaining unit positions shall include a notice of union representation (yes/no) and include union affiliation. Job posting shall include the salary range. Job postings shall include both job classification and working title. The union shall be allowed to contest a job posting they feel should be represented.
- 24.25 Residency - Employees shall be required to live within 3 hours of their normal work location.
- 24.26 The City agrees to collaborate with the union on working titles to be entered into the City's HRIS system upon completion of the Talent Modernization Project is completed.

## **ARTICLE 25 – ITP-A WORKING RULES**

25.1 The Parties agree to exclude the following Articles and Sections of the contract from applying to the Information and Technology Professional A Bargaining Unit:

- A. Section 5.3-Temporary Employees (Not applicable)
- B. Article 8-Discipline (Just Cause)
- C. Section 21.1.B-Interdepartmental Transfers

25.2 Executive Leave

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

25.3 Merit Leave

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

- E. Employees must use merit leave in increments of eight (8) hours. Part-time employees must use merit leave in increments equivalent to the length of their normal workday.
- F. Merit leave has no cash value and cannot be cashed out or carried over from year to year.
- G. Employees who have not met performance expectations shall not be eligible for merit leave for the following year.
- H. Merit leave shall be awarded to individual employees in accordance with Appendix A.5 of this agreement.

#### 25.4 Occasional Absences of Less than Four Hours

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

## ARTICLE 26 – TELECOMMUTING

- 26.1 Nothing in this Article abridges the Employer’s rights enumerated within this Agreement.
- 26.2 Telecommuting is an arrangement in which an employee's job duties may be performed at an alternative worksite, such as the employee's residence or a satellite office located closer to the employee's residence than the primary worksite where the employee is regularly assigned.
- 26.3 Telecommuting is recognized by the City and its employees as a practical, feasible and durable work alternative when it benefits the City of Seattle in one (1) or more of the following ways:
- A. Maintains and enhances the delivery and resilience of City services;
  - B. Improves employee effectiveness, productivity and morale;
  - C. Maximizes utilization of City of Seattle office facilities;
  - D. Reduces absenteeism;
  - E. Promotes employee health and wellness, including ergonomic health;
  - F. Improves employee recruitment and retention;
  - G. Improves air quality and reduce traffic congestion;
  - H. Enhances the working life and opportunities of persons with disabilities; and
  - I. Other reasons as defined by the appointing authority.
- 26.4 Telecommuting Agreement – Telecommuting is encouraged but not mandated for employees, including temporary employees. Each bargaining unit member will have the opportunity to request a telecommuting agreement. The bargaining unit member must submit the request in writing to the City.

The City and the bargaining unit member will evaluate the feasibility of a request through an interactive process consistent with Personnel Rule 9.2 -Telecommuting. The City will consider all information provided by the bargaining unit member, including but not limited to health and safety, childcare, elder care and other family care, equity and transportation needs when making a decision on whether to grant a request.

When reporting to a primary worksite is required by an “in-office” weekly minimum policy, four hours work shall constitute an “in office” shift and the minimums may be met based on an average within a pay period. “In office” will include field work such as, but

not limited to, inspections, public meetings, trainings, events and work at City designated facilities, provided the employee is in paid status and performing work on behalf of the City.

The employee shall report to the employing unit's primary worksite for public-facing services when so directed. The employee shall take reasonable precautions to protect City owned equipment, if any, from theft, damage, or misuse. It remains the employer's responsibility to insure equipment used for approved telecommuting purposes.

The decision of whether or not to grant a telecommuting agreement must be stated in writing and must include the reason(s) for the denial or approval, and provided to the employee. Supervisors will add information about telecommuting agreement eligibility to position descriptions and job postings. Working relationship between supervisor and employee, negative performance reviews and/or employee disciplinary history unrelated to telecommuting may not be considered as the sole basis for denial of a telecommuting agreement request unless the City has documented a nexus between the performance/discipline and the remote work request.

Denied telecommuting agreement requests will be reported to the Union. The bargaining unit member will have the opportunity to request a reconsideration of a denial to the Appointing Authority or designee.

Changes to Agreed Telecommuting Agreements – Bargaining unit members approved for telecommuting acknowledge and recognize that business and/or employee needs arise that may necessitate a temporary deviation from an approved telecommuting agreement. The City or employee shall provide as much advance notice as possible. Alternative deviations may be considered and such deviations, whenever possible, should be infrequent.

The terms and conditions of individual telecommuting agreement shall be set forth in completed and signed remote work agreements with a copy provided to the Union.

- 26.5 The City or the bargaining unit member may initiate a telecommuting agreement, in writing, with a minimum advance notice of thirty (30) calendar days. When the City terminates a Telecommuting Agreement, the employee must receive written notification stating the reason(s) for the termination. Upon receiving written notification of termination, the employee may appeal the termination of the schedule to the department head. The employee may have a union representation during an appeal meeting.

**ARTICLE 27 – SAVINGS CLAUSE**

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

**ARTICLE 28 – SUBORDINATION OF AGREEMENT**

- 28.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail.
- 28.2 It is also understood that the parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

**ARTICLE 29 – TERM OF AGREEMENT**

- 29.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through December 31, 2025. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90), but not more than one hundred twenty (120), days prior to December 31, 2025. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.
- 29.2 During the term of this Agreement, the City and the Union agree to enter into bargaining on impacts associated with the following:
- a) Continuation of the 2020 increased Transit Subsidy;
  - b) A wage study to be conducted in the event that the Talent Modernization Project is not completed.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

IBEW LOCAL UNION NO. 77

CITY OF SEATTLE  
Executed Under Authority of

Ordinance No.:

\_\_\_\_\_

\_\_\_\_\_  
Steven Kovac, Business Representative

\_\_\_\_\_  
Bruce Harrell, Mayor City of Seattle

\_\_\_\_\_  
Sascha Sprinkle, Labor Negotiator City of Seattle



**APPENDIX A**

1. The Parties agree the intent of the language in Article 12 and Article 18, section 18.4 is that an employee can receive up to a maximum of 3 times the employee hourly rate and that there will be no pyramiding of holiday hours. As an example: Holiday pay + overtime pay (either 1.5 or 2 times the employee hourly rate).
  
2. The Parties agree the proper holiday payroll time card coding for the employees is the outlined below and that this timecard coding reflects the intent of the collective bargaining agreement contract language as outlined in Article 12 and Article 18.

**Example #1 – Employee works 4 hours (with 14 days’ notice) on a holiday**

Earn Code (Ern Cd)	Date: i.e. 9/3/18
HA City Holiday Pay	8
Overtime Pay (1.5X)	4

**Example #2 – Employee works 4 hours (without 14 days’ notice) on a holiday**

Earn Code (Ern Cd)	Date: i.e. 7/4/18
HA City Holiday Pay	8
Overtime Pay (2X)	4

**Example #3 – Employee does not work on the holiday; employee is on call for 24 hours**

Earn Code (Ern Cd)	Date: i.e. 9/3/18
HA City Holiday Pay	8
Standby Pay	24

**Example #4 – Employee works 4 hours (with 14 days’ notice and told they are going to work 4 hours on the holiday) and is assigned on call for 20 additional hours on the holiday.**

Earn Code (Ern Cd)	Date: i.e. 9/3/18
HA City Holiday Pay	8
Overtime Pay (1.5)	4
Standby Pay	20

**Example #5 – Employee who is assigned on call (with 14 days’ notice) but is not told a specific time to report to work**

Earn Code (Ern Cd)	Date: i.e. 9/3/18
HA City Holiday Pay	8
Overtime Pay (2.0)	4
Standby Pay	20

- The Parties agree the intent of the language in Article 18, specifically, Sections 18.6, 18.7 and 18.8, Below are examples.

**Example 1. - Overtime coincident to the end of the scheduled workday.** This situation occurs where a manager asks an employee to stay late to finish an assignment. The employee accepts the overtime assignment and works beyond the normal 8.0 hours (or per alternative work schedule agreement). The employee records actual overtime worked, in fifteen-minute increments, in their timesheet at a 1.5 hourly overtime rate. Figure 1 below illustrates this example. The green block in the figure 1 represents actual overtime worked.

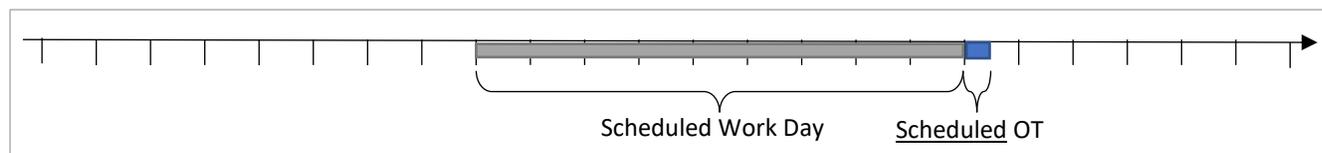


Figure 1. Example 1 Illustrated

**Example 2. - Overtime after the scheduled workday.** This situation occurs where the employee from example 1 prefers and the manager agrees that the employee returns home after the scheduled workday and performs the work remotely (this is for the work requested at the time and not to pyramid with other overtime work). The employee performs the work as scheduled. The employee records actual overtime worked, in fifteen-minute increments, in their timesheet at a 1.5 hourly overtime rate. Figure 2 below illustrates this example.

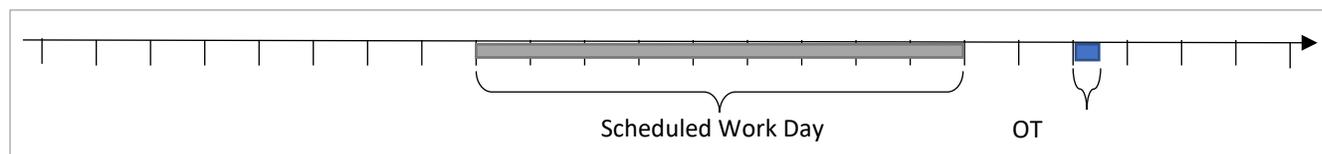


Figure 2. Example 2 Illustrated

**Example 3. - Scheduled overtime after the scheduled workday but delayed (Section 18.6 and 18.7).** This situation occurs where an employee is assigned scheduled work as part of an after-hours deployment by their manager. The employee’s work is scheduled to start at a defined stage in the deployment plan. The employee learns that the start time of their scheduled work is delayed. After the delay the employee completes their work. The employee records standby time at the 0.1 hourly rate from the scheduled start of the overtime work until the actual start of overtime work, then records two hour minimum call back, if the total duration of the work exceeds two (2) hours, overtime will be paid for the actual time spent performing such duties. Employees who respond within two (2) hours from the starting time of their next regularly scheduled work shift shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of their next regularly scheduled work shift, and the remote response provision shall not apply.

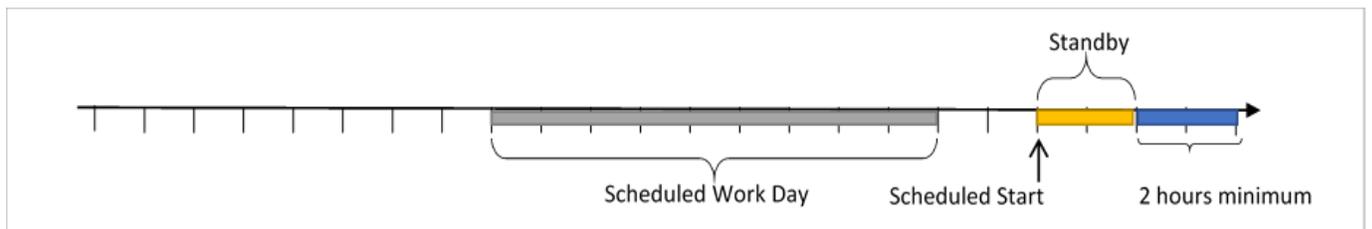


Figure 3. Illustrates this example. The yellow block in figure 3 represents the delay, waiting to begin overtime work; and, the blue block represents the two (2) hour minimum earned.

## SUMMARY and FISCAL NOTE

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Seattle Department of Human Resources	Shaun Van Eyk/ Sascha Sprinkle	Joseph Russell

### **1. BILL SUMMARY**

**Legislation Title:** AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the International Brotherhood of Electrical Workers Local No. 77 Information Technology Professionals’ Unit; and ratifying and confirming certain prior acts.

**Summary and Background of the Legislation:** This legislation authorizes the Mayor to implement a collective bargaining agreement between The City of Seattle (“City”) and the International Brotherhood of Electrical Workers Local No. 77 Information Technology Professionals’ Unit (“Local 77 ITP”). The collective bargaining agreement is a three-year agreement on wages, benefits, hours, and other working conditions for the period from January 1, 2023, through December 31, 2025. This legislation affects approximately 458 regularly appointed City employees.

The collective bargaining agreement provides for a 1 percent negotiated wage adjustment in 2023 and a 0.5 percent negotiated wage adjustment in 2024. In addition, employees’ base wages will increase by 5 percent in 2023 and by 4.5 percent in 2024. In 2025, employees’ base wages will increase by 100 percent of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 over June 2023 to the period June 2023 over June 2024, with a floor of 2 percent and a ceiling of 4 percent. Shift differential will increase from \$1.00 to \$1.25/hour for swing shift and from \$1.50 to \$1.75/hour for graveyard shift. Employees in selected units will receive a \$200.00 boot allowance per year for the term of the contract, and employees required to wear fire resistant (FR) clothing will receive the intermittent wear allowance for FR clothing under the Local 77 Unit 100 contract.

The City and Local 77 ITP agreed to continue health care cost sharing as follows: the City will pay up to 107 percent of the average City costs of medical, dental, and vision premiums over the prior calendar year. Costs above 107 percent will be covered by the Rate Stabilization Fund. Once the Fund is exhausted, the City will pay 85 percent and employees will pay 15 percent of the excess costs in healthcare.

The agreement provides for other working conditions. Effective 60 days after ratification, employees with 4 to 7 years of service will receive 16 annual vacation days, with increasing number of annual vacation days at years 8-13 (20 days), 14-18 (23 days), 19 (24 days), 20 (25 days), 21 (26 days), 22 (27 days), 23 (28 days), 24 (29 days), and 25+ (30 days). Employees will also be allowed up to 40 hours of bereavement leave (full day increments or increments of one

hour) in the event of death of any relative, defined as any person related to the employee by blood, marriage, adoption, fostering, guardianship, in loco parentis, or domestic partnership, among other items.

**2. CAPITAL IMPROVEMENT PROGRAM**

Does this legislation create, fund, or amend a CIP Project?  Yes  No

**3. SUMMARY OF FINANCIAL IMPLICATIONS**

Does this legislation have financial impacts to the City?  Yes  No

The City Budget Office, in cooperation with Labor Relations, developed the following estimate to approximate the costs of ratifying the Local 77 ITP agreement. These estimates include a comparison of the costs relative to (a) existing compensation levels, and (b) reserves that the City held last fall in adopting the 2024 Budget in anticipation of completing negotiations with the Local 77 ITP. The estimated costs for the collective bargaining agreements include all elements of employee compensation, including wages, retirement contributions, Social Security, and Medicare. The incremental financial impacts include two key components: (i) retroactive payments for the year 2023 and half of 2024, plus adjustment to compensation levels for the second half of 2024 and all of 2025; and (ii) the ongoing costs associated with this increased compensation. The table below distinguishes both elements.

The lumpsum, one-time payment in 2024 will cover the incremental costs of the wage adjustments that are being awarded retroactively for work by Local 77 ITP members in 2023 and 2024. The ongoing annual costs capture the compounded impact of the annual wage increases provided for this time period. As highlighted in the table, these incremental ongoing, annual costs do not change for 2026 and beyond. This reflects the fact that the term of the agreement with Local 77 ITP runs only through the end of 2025 and does not address compensation changes beyond this date. The City and Local 77 ITP will ultimately negotiate a labor agreement that extends beyond the end of 2025, but until then, per state law, the terms of the agreement and the wage rates provides will remain in effect.

	<i>Salary Base</i>	<b>2023</b>	<b>2024 est.</b>	<b>2025 est.</b>	<b>2026 est.</b>	<b>2027 est.</b>	<b>2028 est.</b>
<b>Expenditure Change (\$) General Fund</b>	\$3,366,000	\$176,000	\$385,000	\$535,000	\$535,000	\$535,000	\$535,000
<b>Expenditure Change (\$) Other Funds</b>	\$80,065,000	\$4,293,000	\$9,419,000	\$13,084,000	\$13,084,000	\$13,084,000	\$13,084,000
<b>Total – All Funds</b>	<b>\$83,431,000</b>	<b>\$4,469,000</b>	<b>\$9,804,000</b>	<b>\$13,619,000</b>	<b>\$13,619,000</b>	<b>\$13,619,000</b>	<b>\$13,619,000</b>

The City anticipated significant aspects of the compensation terms reflected in the proposed bills and has held financial reserves to address the immediate needs and developed long-term financial plans for additional labor costs that will be incurred in the future. However, the costs of the final terms of this agreement exceed the costs anticipated and planned for in the 2024 budget process. Over the period from 2023-2025, the financial terms of the agreement exceed reserves and previously forecast expenditures by approximately \$6.8 million.

**General Fund**

	<i>Salary Base</i>	2023	2024 est.	2025 est.	TOTAL
Expenditure Change - General Fund	\$3,366,000	\$176,000	\$385,000	\$535,000	\$1,096,000
Expenditure Change Assumed in '24 Budget - Gen. Fund		(\$131,000)	(\$240,000)	(\$354,000)	(\$725,000)
Cost Above Budget/Reserves - Gen. Fund		\$45,000	\$145,000	\$181,000	\$371,000

**Other Funds**

	<i>Salary Base</i>	2023	2024 est.	2025 est.	TOTAL
Expenditure Change - Other Funds	\$80,065,000	\$4,293,000	\$9,419,000	\$13,084,000	\$26,796,000
Expenditure Change Assumed in '24 Budget - Other Funds		(\$3,663,000)	(\$6,741,000)	(\$9,941,000)	(\$20,345,000)
Cost Above Budget/Reserves - Other Funds		\$630,000	\$2,678,000	\$3,142,000	\$6,450,000

**All Funds**

	<i>Salary Base</i>	2023	2024 est.	2025 est.	TOTAL
Total Costs Above Budget/Financial Plans - ALL FUNDS	\$83,431,000	\$675,000	\$2,823,000	\$3,323,000	\$6,821,000

Separate, future legislation will be forwarded by the City Budget Office later in 2024 to authorize appropriation of funds to departments. This request will allocate the available reserves and may request appropriations beyond those reserves, likely relying on unanticipated unspent resources from 2023 and savings from actions taken in 2024 to generate additional resources to cover any additional need. The incremental costs for 2025 and 2026 will be addressed as part of the Mayor’s proposed biennial budget. These additional costs will add to the \$230+ million annual deficit that must be resolved in that budget.

Notes:

- Total costs of the proposed agreement with Local 77 ITP are divided roughly 4% General Fund and 96% Other Funds.
- For this unit, approximately 82% of total costs are in the Seattle Information Technology department. Other shares by department are: Seattle Public Utilities (6%), Finance and Administrative Services (4%), Seattle City Light (4%), Seattle Municipal Court (2%), City Attorney’s Office (less than 1%), Seattle Department of Transportation (less than 1%), and Seattle Parks & Recreation (less than 1%).
- Compensation costs for employees affected by this legislation are estimated to increase at roughly 5.4% per year for the three years of the agreement, 2023-2025. This is consistent with overall annual wage increases of 5%, 4.5% and (estimated) 4% in the three years, respectively, plus the cost of the negotiated market adjustments of 1% in 2023 and 0.5% in 2024, in addition to other smaller adjustments in compensation and benefits.
- Costs for 2023 will be paid in 2024 as retroactive payments for work performed in 2023. These costs will be in addition to the increased 2024 costs, which will partially be paid as

retroactive awards for work through the first part of the year, and then as ongoing costs for the remainder of the year.

- Costs for 2025 are noted as estimates because the terms of the contract link the wage increases to the realized rate of annual inflation, and those results are not yet known. The estimate presented here assumes a 4% wage adjustment. This is consistent with the inflation forecasts generated by the City’s Office of Economic and Revenue Forecasts, which currently projects the relevant inflation measure at greater than the 4% cap.
- Additionally, costs for 2026-2028 exactly match those for 2025 because the terms of contract authorized by this legislation extend only through 2025. The City and Local 77 ITP will need to negotiate terms for 2026 and beyond at some future date. Additional financial impacts will result from the outcome of those negotiations, and these impacts will be additive to the estimates presented here for 2026-2028.

There are no new revenues associated with this legislation. This legislation does not authorize the creation of new positions.

### 3.a. Appropriations

- This legislation adds, changes, or deletes appropriations.

### 3.b. Revenues/Reimbursements

- This legislation adds, changes, or deletes revenues or reimbursements.

### 3.c. Positions

- This legislation adds, changes, or deletes positions.

### 3.d. Other Impacts

**Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.**

The Executive will transmit legislation later this year to authorize appropriations for City departments.

**If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.**

The Executive will transmit legislation later this year to authorize appropriations for City departments. The amounts included in those appropriations will likely be less than the above estimates because the City has taken a number of steps in early 2024 to reduce spending. Future appropriations are anticipated to be net of those administratively derived savings.

**Please describe any financial costs or other impacts of *not* implementing the legislation.** Legislation is required to implement bargained-for wages and changes to union members' working conditions. If the contract is not legislated, employees will continue to receive the same wages that became effective on January 5, 2022. There may be other implications and legal risks for not authorizing this legislation.

#### **4. OTHER IMPLICATIONS**

**a. Please describe how this legislation may affect any departments besides the originating department.**

There are financial and operational impacts to the City Attorney's Office, Finance and Administrative Services, Seattle City Light, Seattle Department of Transportation, Seattle Information Technology, Seattle Municipal Court, Seattle Parks & Recreation, and Seattle Public Utilities.

**b. Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.**

No.

**c. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**

**i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**

The collective bargaining agreement includes enhancements to pay and working conditions for employees, which include BIPOC and women employees.

**ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**

N/A

**iii. What is the Language Access Plan for any communications to the public?**

N/A

**d. Climate Change Implications**

**i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**

N/A

**ii. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

N/A

- e. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program’s desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

N/A

## 5. CHECKLIST

- Is a public hearing required?**
- Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?**
- If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?**
- Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

## 6. ATTACHMENTS

**Summary Attachments:** Summary Attachment 1 – Bill Draft Local 77 ITP Agreement

AGREEMENT

By and Between

The CITY OF SEATTLE

And

The INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION No. 77

INFORMATION TECHNOLOGY PROFESSIONALS' UNIT

Effective through December 31, 202~~2~~5

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**PREAMBLE**

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

For employees covered by this Agreement who work at Seattle Municipal Court, aspects of their employment at Seattle Municipal Court that are related to wages and wage-related benefits are within the legal authority of the Executive. Aspects of employment at Seattle Municipal Court that are not related to wages and wage-related benefits are within the legal authority of Seattle Municipal Court.

**ARTICLE 1 – NONDISCRIMINATION**

- 1.1 The City and the Union will not discriminate against, or favor, any employee by reason of race, color, sex, marital status, sexual orientation, gender identity, genetic information, political ideology, age, creed, religion, ancestry, national origin, honorably discharged veteran or military status, Union activities, or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification reasonably necessary to the normal operations of the City.
- 1.2 Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender.

**ARTICLE 2 – BARGAINING UNIT RECOGNITION**

- 2.1 The City hereby recognizes the Union as the exclusive collective bargaining representative of all full-time, regular part-time and temporary **Information Technology Professional A (SCL/Muni Court only)**, **Information Technology Professional B**, **Information Technology Professional C**, **Telecom Installer**, and **Sr Telecom Installer** positions employed by the City of the Seattle in the following Departments: Seattle City Light, Seattle Information Technology Department, Finance & Administrative Services, Seattle Fire Department, Human Services Department, Seattle Municipal Court, Department of Neighborhoods, Seattle Department of Construction and Inspections, Seattle Police Department, Seattle Department of Transportation, Seattle Public Utilities, and City Attorney’s Office excluding supervisors, confidential employees, and all other employees.

**ARTICLE 3 – UNION DUES AND PAYROLL DEDUCTION**

- 3.1 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues, assessments and other fees as certified by the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved.
- 3.2 The performance of this function is recognized as a service to the Union by the City and the City shall honor the terms and conditions of each worker’s Union payroll deduction authorization(s) for the purposes of dues deduction only.
- 3.3 The Union agrees to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that arise against the City for deducting dues from Union members pursuant to this Article, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.
- 3.4 The City will provide the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the bargaining unit.
- 3.5 The Union and a shop steward/member leader will have at least thirty (30) minutes with such individuals during the employee’s normal working hours and at their usual worksite or mutually agreed upon location.
- 3.6 The City will require all new employees to attend a New Employee Orientation (NEO) within thirty (30) days of hire. The NEO will include an at-minimum thirty (30) minute presentation by a Union representative to all employees covered by a collective bargaining agreement. **The City shall provide the Union every month a list of all new and reclassified employees covered by this agreement.**
- 3.7 At least five (5) business days before the date of the NEO, the City shall provide the Union with a list of names of the bargaining unit members attending the Orientation.
- 3.8 New Employee and Change in Employee Status Notification -∴ The City shall supply the Union with the following information on a monthly basis for new employees:
  - a) Name
  - b) Home address
  - c) ~~—~~Personal phone
  - d) Personal email (if a member offers)
  - e) Job classification and title
  - f) ~~–~~ Department and division

- g) —Work location
- h) -Date of hire
- i) —Hourly or salary (FLSA) status
- j) —Compensation rate

- 3.9 Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of the Union dues authorization rules.
- 3.10 The Union shall transmit to the City, in writing, by the cutoff date for each payroll period, the name(s) of the Employee(s), as well as Employee ID Number, who have, since the previous payroll cutoff date, provided the Union with a written authorization for payroll deductions, or have changed their prior written authorization for payroll deductions.
- 3.11 Every effort will be made by the City to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the City of confirmation from the Union that the terms of the employee's authorization regarding dues deduction revocation have been met.
- 3.12 The City will refer all employee inquiries or communications regarding union dues to the Union. The City may answer any employee inquiry about process or timing of payroll deductions.
- 3.13 Issues arising over the interpretation, application, or enforceability of the provisions of this Article shall be addressed during the parties Labor Management Committee meeting and shall not be subject to the grievance procedure set forth in t this collective bargaining agreement.

**ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.1 The right to hire, determine qualifications, promote, discharge for just cause, improve efficiency, determine work schedules and location of Department headquarters are examples of management prerogatives. The City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.
- 4.2 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City and, as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City’s right to determine the methods, processes and means of providing municipal services, to increase or diminish the size of the workforce, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods, technology or equipment, the assignment of employees to specific jobs within the bargaining unit, the right to temporarily assign employees to specific jobs or positions outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.
- 4.3 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for work under the following guidelines: (1) required expertise is not available within the City work force, or ~~(2) the contract will result in cost savings to the City,~~ or (3) the occurrence of peak loads above the work force capacity.
- ~~a)~~ Determination as to (1) ~~or~~-(2) ~~or~~-(3)-above shall be made by the appointing authority or designee involved, and their determination shall be final, binding and not subject to the grievance procedure; provided, however, the Union shall be provided notice at least fifteen (15) calendar days prior to execution of any contract expected to exceed the competitive solicitation threshold as set by SMC 20.50.030 (consultant contracts) and 20.60.101 (purchased services), except in exigent circumstances.
- ~~a)~~
- ~~b)~~ The appointing authority or designee shall make available to the Union upon request (1) a description of the services to be so performed, and (2) the factual basis supporting the reasons for such action.
- ~~b)~~
- c) The Union may grieve contracting out of work as described in this Article if such contract involves work normally performed by the employees covered by this Agreement.
- 4.4 The Union recognizes the City’s right to establish and/or revise performance evaluation systems. Such systems may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees. In establishing new and/or revising existing performance evaluation systems, the City shall meet prior to implementation with the Labor Management Committee to jointly discuss such performance standards. The City agrees that performance standards shall be reasonable.

4.5 ~~\_\_\_\_\_~~The City and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to management.

**ARTICLE 5 – TEMPORARY EMPLOYMENT**

- 5.1 Temporary Employment:- The City employs temporary workers to supplement the regular workforce on an interim, less than half-time, short-term or term-limited basis. A temporary worker is not covered by the classified (civil) service, is not guaranteed a minimum number of hours of work and is not limited in the number of hours they may work.
- 5.2 A temporary assignment is defined as one of the following types:
- a) ~~“Interim assignment of up to one (1) year to a vacant regular position (Position Vacancy)” to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent.~~  
⇒
  - b) ~~“Interim assignment for short-term replacement of a regularly appointed employee (Incumbent Absence)” of up to one (1) year to perform work associated with a regularly budgeted position when the incumbent is temporarily absent.~~  
⇒
  - c) ~~“Less than half-time assignment” for seasonal, on-call, intermittent or regularly scheduled work that may be ongoing or recur from year to year but does not exceed one thousand forty (1,040) hours per year except as provided by Personnel Rule 11.~~  
⇒
  - d) ~~“Short-term assignment” of up to one (1) year to perform work in response to emergency or unplanned needs such as peak workload, special project, or other short-term work that does not recur and does not continue from year to year.~~  
⇒
  - e) ~~“Term-limited assignment” to perform time-limited work of more than one (1) but not more than three (3) years for:~~
    - ~~—i) Special time-limited project work that is clearly outside the routine work performed in —the department and that requires skills and qualifications that are not typically used by —the department; or~~
    - ~~—ii) Replacement of a regularly appointed employee who is assigned to special time-limited —project work.~~
    - ~~—iii) Replacement of a regularly appointed employee whose absence of longer than one (1) —year is due to disability time loss, military leave of absence, or authorized leave of —absence for medical reasons.~~

5.3 Temporary employees shall be exempt from all provisions of this Agreement except:

5.4

- a) This Section, 5.3;
- b) Article 1 – Nondiscrimination
- c) Article 3 – Union Membership and Dues
- d) Article 7 – Grievance Procedure
- e) **Article 15.2 – Bereavement (Only employees in less than halftime assignments defined in rule 5.2(c) shall be exempt)**
- f) Section 18.1 – Hours of Work
- g) Section 18.2 – Alternative Work Schedules
- h) Section 18.3 – Overtime
- i) Section 18.10 - Shift Differential (effective 1/1/2020)
- j) Section 18.9 - Overtime Meal Compensation (effective 1/1/2020)
- k) Article 19 – Wages
- l) For those temporary employees who are receiving benefits rather than premium pay:  
Section 14.21 – Industrial Illness or Injury
- m) For temporary employees in term-limited assignments: Section 18.6 – Standby

Provided however, temporary employees shall be covered by the Grievance Procedure for purposes of adjudicating grievances relating to Sections identified within this Section.

- 5.4 Terms of employment for temporary employees shall be governed by the provisions of City of Seattle Personnel Rule 11, Seattle Municipal Codes 4.20.055 and 4.24.010. Where the provisions in Personnel Rule 11 or these Code sections do not conflict with the expressed provisions identified in this Article, Personnel Rule 11 and the Codes shall apply.
- 5.5 Appeals for conversion of temporary assignments as provided under Personnel Rule 11.12 may be brought using the appeal process provided therein, *or* at Step 3 of the grievance procedure as outlined in Section 7.2 of this Agreement. Any such review shall be limited to the matters appealable under Personnel Rule 11. A temporary assignment conversion may be appealed using only one of these options.
- 5.6 Temporary employees covered by this agreement are eligible to apply for all positions advertised internally.
- 5.7. A temporary employee who has worked in excess of five hundred twenty (520) regular hours and who is appointed to a regular position without a voluntary break in service greater than thirty (30) days shall have their time worked counted for purposes of salary step placement (where appropriate).

**ARTICLE 6 – JOINT LABOR MANAGEMENT COMMITTEE**

- 6.1 The purpose of the Joint Labor-Management Committee is to promote systematic labor-management cooperation between the Union and the City and its employees, and to provide a forum for communication and collaboration on matters of general concern to the Union and management.
- 6.2 The labor management committees do not waive or diminish Management rights and do not waive or diminish Union rights of grievance or bargaining. The parties recognize that the JLMCs may not be able to resolve every issue.
- 6.3 The parties agree that the labor management committees shall meet periodically, and that each committee shall be comprised of representatives from management and the Union.
- 6.4 The responsibility for chairing meetings shall alternate each meeting between the Union and Management. The chairperson shall function as a facilitator of committee deliberations.
- 6.5 Summary minutes shall be taken during each meeting by a designated note taker, assigned by the hosting party, and shall consist of the topics discussed and the disposition of each. The minutes shall be prepared by the hosting party in electronic format and distributed via email at least two (2) weeks in advance of the next regularly scheduled meeting for approval by the committee at that meeting. **A copy of the minutes shall be distributed by the union to its members once the minutes are approved.**
- 6.6 Additional meetings may be called upon request of either party to discuss contract or non-contract issues affecting employees covered by this agreement. Subjects for discussion at labor management meetings during the term of this agreement shall be agreed by the parties.
- 6.7 The parties agree that talent development will be a standing agenda item on the Joint Labor Management Committee.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

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

7.2 A grievance is defined as any dispute between the parties and/or any employee concerning the interpretation, application, claim of breach or violation of the terms and conditions addressed in this Agreement.

Step 1: As the initial step, the grievance shall be verbally presented by the Union Steward to the employee's immediate supervisor within twenty (20) business days of the grievable incident. **If requested by a shop steward or union representative, the Parties will convene a meeting.** The immediate supervisor shall provide a verbal response within ten (10) business days after being notified of the grievance.

Step 2: If no settlement is arrived at in Step 1, the grievance may be referred in writing by the employee or the Steward to the Business Manager of the Union. If the Business Manager decides that the grievance should be forwarded to the appointing authority (or designee), the Business Manager shall submit it in writing, with a copy to the City Director of Labor Relations, within ten (10) business days after the Supervisor's verbal response in Step 1. The grievance should set forth the following:

- a) A statement of the nature of the grievance and the facts upon which it is based.
- b) The remedy or correction desired.
- c) The Section or Sections of the Agreement relied upon as being applicable thereto.

When a grievance is so presented, the department and Union shall schedule a meeting to discuss the grievance within ten (10) business days. The department shall reply in writing within ten (10) business days from the date of the meeting. Should the parties agree to forego such a meeting, the department shall, within ten (10) business days from the grievance being so presented, investigate and reply to the Union in writing.

Step 3: If no settlement is arrived at in Step 2, the grievance shall be submitted in writing within ten (10) business days after the Step 2 answer, to the Director of Labor Relations, with a copy to the appropriate appointing authority. The Director of Labor Relations, or their designee, shall investigate the grievance and, ~~if deemed appropriate,~~ they shall convene a meeting between the appropriate parties within ten (10) business days. They shall thereafter make a confidential recommendation to the affected appointing authority who shall in turn give the Union a **detailed**

answer in writing ten (10) business days after receipt of the grievance or the meeting between the parties.

Step 4: If the difference or complaint is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. Within twenty (20) days of the Union's receipt of the City's Step 3 response or the expiration of the City's time frame for responding at Step 3, the Union shall file a Demand for Arbitration with the City Director of Labor Relations.

Mediation can be requested at Step 4 in the same manner as outlined below. The grievance must be submitted to binding arbitration and processed within the time frame specified in Step 4 after receipt of notification from the ADR Coordinator that the grievance was not resolved in mediation. The City and the Union may, through mutual agreement, submit the issue to mediation/arbitration with a mediator/arbitrator selected by the parties.

After the Demand for Arbitration is filed, the City and the Union will select, by mutual agreement, an arbitrator to hear the parties' dispute. In the event the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by alternately striking names from a list of five (5) arbitrators supplied by FMCS or the American Arbitration Association.

Demands for arbitration will be accompanied by the following information:

- a) Question or questions at issue.
- b) Identification of Section(s) of the Agreement allegedly violated.
- c) Statement of facts.
- d) Position of employee or employees.
- e) Remedy sought.

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

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

a) The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

~~a)~~  
b) The decision of the arbitrator shall be final, conclusive and binding upon the City, the Union, and the employee(s) involved.

~~b)~~

- c) The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.
- ↔
- d) The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

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

### 7.3 With Mediation

At the time the aggrieved employee and/or the Union submits a grievance to the department, the Union, the aggrieved employee or the department may submit a written request for voluntary mediation assistance, with a copy to the **Office of the Employee Ombud (OEO)**~~Alternative Dispute Resolution (ADR) Coordinator~~, the City Director of Labor Relations and the Union representative. All parties affected must agree with using the mediation process.

If the ~~OEO~~**ADR** Coordinator determines that the case is in line with the protocols and procedures of the ~~OEO~~**ADR** process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, the ~~OEO~~**ADR** Coordinator or his/her designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties.

The Union representative and a Labor Negotiator from City Labor Relations will attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy of the agreement, or a signed statement of the disposition of the grievance, submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the appropriate management representative and the Union representative shall be so informed by the ~~OEO~~**ADR** Coordinator.

The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to create a precedent regarding the interpretation of the collective bargaining agreement, or to apply the settlement agreement to any circumstance beyond the dispute applicable to said settlement agreement.

If the grievance is not resolved through mediation, the department shall convene a meeting

within ten (10) business days after receipt of the notification that the grievance was not resolved through mediation between the aggrieved employee, Union Representative, appropriate management representatives, and departmental labor relations officer. The City Director of Labor Relations or their designee may attend said meeting. Within ten (10) business days after the meeting, the department shall forward a reply to the Union.

- 7.4 Grievances processed through Step 3 shall be heard during normal City working hours. Employees involved in such grievance meetings during their working hours shall be allowed to do so without suffering a loss in pay. No more than one (1) Shop Steward and the grievant shall attend the grievance meeting, except with prior approval of the City.
- 7.5 Any time limits stipulated in the grievance procedure may be extended for the stated periods of time by the appropriate parties by mutual agreement, in writing.
- 7.6 When a grievance is of a general nature, it will not be necessary that the Union list the names of the aggrieved employees.
- 7.7 Arbitration awards or grievance settlements shall not be retroactive beyond the date of occurrence or non-occurrence upon which the grievance is based, that date being twenty (20) business days prior to the initial filing of the grievance.
- 7.8 Reclassification Grievances: - A reclassification grievance will be initially submitted by the Union in writing to the Director of Labor Relations, with a copy to the Department. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, and the proposed job classification. The Union will include with the grievance letter a Position Description Questionnaire (PDQ) completed and signed by the grievant(s). At the time of the initial filing, if the PDQ is not submitted, the Union will have sixty (60) business days to submit the PDQ to Labor Relations.

After initial submittal of the grievance, the procedure will be as follows:

1. The Director of Labor Relations, or designee, will notify the Union of such receipt and will provide a date (not to exceed six (6) months from the date of receipt of the PDQ signed by the grievant(s)) when a proposed classification determination report responding to the grievance will be sent to the Union. The Director of Labor Relations, or designee, will provide notice to the Union when, due to unforeseen delays, the time for the classification review will exceed the six (6) month period.
2. The appointing authority, upon receipt of the proposed classification determination report from the Director of Labor Relations, or designee, will respond to the grievance in writing.
3. If the grievance is not resolved, the Union may, within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:

- a) The Union may submit the grievance to binding arbitration per Section 1 (Step 4);  
or
- ↗
- b) The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit, one human resource professional and one information technology professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Seattle Human Resources Director within forty-five (45) business days of the appeal hearing. The Director of Labor Relations, or designee, will respond to the Union after receipt of the Seattle Human Resources Director's determination. If the Seattle Human Resources Director affirms the Classification Board recommendation, that decision shall be final and binding and not subject to further appeal. If the Seattle Human Resources Director does not affirm the Classification Appeals Board recommendation within fifteen (15) business days, the Union may submit the grievance to arbitration per Section 1, Step 4.-

#### 7.9 Property Interest Discipline Grievance

- A. The burden of proof in disciplinary procedures shall be upon the City.
- B. Where an appointing authority or their designee imposes or intends to impose property level discipline a preliminary notice of discipline shall be given to the employee. This preliminary notice of discipline shall contain (a) charges; (b) general description of the alleged acts and/or conduct upon which the charge is based and (c) the penalty to be imposed. A copy of the preliminary notice of discipline shall be concurrently provided to the local Union office. Upon request of the Union, the City shall provide a complete copy of the investigation files in advance of any Loudermill hearing requested in advance of issuing the formal discipline. The Union may also request a meeting to review the investigation file with the City's investigator. And Labor Relations. Both requests must be made timely, may not unduly delay the City's disciplinary processes.

**ARTICLE 8 – DISCIPLINE**

- 8.1 The City may suspend, demote or discharge an employee for just cause.
- 8.2 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions which the City may take against an employee include:
- A. Verbal warning
  - B. Written reprimand
  - C. Suspension
  - D. Demotion
  - E. Termination
- Which disciplinary action is taken depends upon circumstances, including the seriousness of the affected employee's misconduct, and such other just cause considerations as the appointing authority deems relevant.
- 8.3 Provided the employee has received no further or addition discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two (2) years other than to show notice of any rule or policy at issue.
- 8.4 Discipline that arises as a result of a violation of workplace policies of City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to 8.3.
- 8.5 In cases of suspension, demotion or discharge, the specified charges shall be furnished to the Union and the employee in writing.
- 8.6 The Union/employee covered by this Agreement must, upon initiating an appeal relating to disciplinary action, use either the grievance procedure contained herein or pertinent procedures regarding disciplinary appeals to the Civil Service Commission. Under no circumstances may the Union/employee use both the contract grievance procedure and Civil Service Commission procedures relative to the same disciplinary action.
- 8.7 The appointing authority may suspend, demote or discharge a probationary employee without just cause.

#### ARTICLE 9 – UNION REPRESENTATIVES

- 9.1 The authorized representatives of the Union signatory to this Agreement shall be allowed admission at any reasonable time to the employees' worksites for the purpose of conducting investigations into matters relating to this Agreement and will first make their presence known to the management.
- 9.2 Employees elected or appointed to office with IBEW Local 77 which requires a part or all of their time shall submit a request for leave to their respective appointing authority. The terms and conditions of such leave shall be subject to agreement by the appointing authority, the employee and/or the Union. Such terms may not conflict with City policy or ordinance.
- 9.3 The Business Manager and/or Representatives shall have the right to appoint a Steward at any location where employees are working under the terms of this Agreement. Immediately after appointment, the City shall be furnished with the names of Stewards so appointed. The Steward shall see that the provisions of this Agreement are observed, and shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall not include processing grievances at Step 4 of the grievance procedure set forth in Article 7 of this Agreement. Shop stewards will not countermand legal and ethical orders or directions from City officials or change working conditions. The City will not dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to alleged violation of any provision of the Agreement.

**ARTICLE 10 – WORK STOPPAGE**

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

**ARTICLE 11 – SAFETY STANDARDS and SAFETY COMMITTEE**

- 11.1 Employees shall perform their work in a competent and safe manner, and in accordance with the State of Washington Safety Codes, where applicable. Where higher standards are specified by the City than called for by state codes, City standards shall prevail.
- 11.2 The City shall provide safe working conditions in accordance with W.I.S.H.A. and O.S.H.A standards.
- 11.3 The employee has the duty and privilege of immediately reporting unsafe working conditions to their supervisor. The City recognizes that employees also have the right, in compliance with State and/or Federal laws, to report unsafe working conditions directly to the Washington State Department of Labor and Industries.
- 11.4 Each union member who is appointed as a floor warden or member of a Safety Committee may be assigned to attend departmental safety meetings and perform related activities pertinent to their work location.
- 11.5 Safety Committee: - Local 77 shall be notified in advance and included in any processes that are used by City Departments to determine employee membership on all departmental, divisional, and sectional Safety Committees. Union notification and engagement protocols will be facilitated through departmental labor management committees.

**ARTICLE 12 – HOLIDAYS**

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

New Year’s Day	<del>January 1</del>
Martin Luther King Jr.’s Birthday	Third Monday in January
President’s Birthday	Third Monday in February
Memorial Day	<del>Last Monday in May</del>
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples Day	<del>Second Monday in October</del>
Veteran’s Day	<del>November 11</del>
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	<del>First Friday after Thanksgiving Day</del>
Christmas	December 25
Two Personal Holidays	<del>(0 – 9 Years of Service)</del>
Four Personal Holidays	(After Completion of 18,720 regular Hours*)

Commented [55(1): Duplicative to below.

\*Employees who have ~~either~~ completed eighteen thousand seven hundred twenty (18,720) hours or more on regular pay status ~~or~~

a) ~~Are accruing vacation at a rate of .0615 or greater on or before December 31<sup>st</sup> of the previous year~~ shall receive two (2) additional personal holidays for a total of four (4) personal holidays to be added to their leave balance in the first full pay period in January of each subsequent year.

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

12.3 Employees, including those on alternate work schedules, shall receive eight (8) hours pay per holiday (except as identified in 12.2, 12.4 and 12.5). Employees working an alternate work schedule during a holiday work week are permitted to make scheduling or pay status adjustments as follows:

a) ~~With supervisory approval~~ two (2) weeks’ notice, employees on a 4/40 or 9/80 schedule may revert to a 5-day/40 hour schedule for the work week or pay period, respectively, in which the holiday falls; SCADA employees may do so with supervisory approval.

b) Employees may use vacation or compensatory time to supplement the 8-hour holiday pay to achieve full pay for the work week without making other scheduling adjustments, or at the employee’s discretion, be unpaid.

- c) By mutual agreement, pre-arranged between the employee and their supervisor, employees may work beyond their normally scheduled workday hours to make up holiday hours. These holiday make-up hours will not be counted as overtime and must be worked during the workweek in which the holiday falls. In the event that a request for a modified holiday work week schedule cannot be accommodated, such denial shall not be arbitrary or capricious.
- 12.4 Part-time hourly employees shall receive holiday pay pro-rated based on their work schedule. If their schedule regularly fluctuates, or changes for at least thirty (30) days prior to the holiday, the holiday benefit shall be based on the average straight-time hours compensated during the pay period immediately prior to the pay period in which the holiday falls.
- 12.5 New employees and employees returning from unpaid leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work; provided, that short authorized absences of four (4) days or less shall not be considered in the application of the preceding portion of this Section, and provided further, that no combination of circumstances whereby two (2) holidays are affected by the foregoing provision may result in payment for more than one (1) of such holidays.
- 12.6 Employees who work less than a full calendar year shall be entitled only to those holidays, Monday to Friday inclusive, which fall within their work period. Employees quitting work or discharged for cause shall not be entitled to pay for holidays following their last day of work.
- 12.7 Holidays falling on Saturday or Sunday shall be recognized and paid on those actual days for employees regularly scheduled to work those days. Payment will be made only once for any holiday. An hourly employee whose normal day off falls on an officially observed holiday shall receive another day off, with pay, during the same workweek in which the holiday occurs.
- 12.8 New employees shall be entitled to use the personal holidays as referenced in Section 12.1 of this Article during the calendar year of hire.
- 12.9 Employees may take their personal holidays at any time with supervisory approval.
- 12.10 Personal holidays cannot be carried over from year to year, nor can they be cashed out if not used by the end of the calendar year.
- 12.11 An employee who is prevented from using their floating holiday(s) by the end of the calendar year due to business reasons (e.g. as when a vacation restriction is in effect) may, at the discretion of the appointing authority or designated management representative, be allowed to convert an equivalent number of vacation hours used during the same calendar year to personal holiday.

**ARTICLE 13 – VACATION**

- 13.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 13.3 for each hour on regular pay status as shown on the payroll, pro-rated for part-time \_\_\_\_\_ employees.
- 13.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time and sick leave.
- 13.3 Effective sixty (60) calendar days after full ratification of this replacement contract, the above table shall be superseded and replaced with the following vacation accrual rate table:

Accrual Years/Hours	Vacation Days	Hours per Year	Maximum Hours
Year 0-3 / 0-6,240	12	96	192
Year 4-7 / 6,241-14,560	16	128	256
Year 8-13 / 14,561-27,040	20	160	320
Year 14-18 / 27,041-37,440	23	184	368
Year 19 / 37,440 -39,520	24	192	384
Year 20 / 39,521-41,600	25	200	400
Year 21 / 41,601 – 43,680	26	208	416
Year 22 / 43,681 – 45,760	27	216	432
Year 23 / 45,761 – 47,840	28	224	448
Year 24 / 47,841 – 49,920	29	232	464
Year 25+ - 49,921+	30	240	480

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

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

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

- 13.5 New employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1,040) hours on regular pay status. Effective December 25, 2019, the requirement that the employee must complete one thousand forty (1,040) hours on regular pay status prior to using vacation time ends.
- 13.6 When an employee must cancel a scheduled an approved vacation at the request of management and is not able to reschedule and use vacation prior to attaining his or her maximum allowance, the appointing authority, or designee, may allow the employee to exceed the maximum allowance and continue to accrue vacation for up to three (3) months. If an employee is not approved to take vacation during that three (3)-month period, management will meet with the employee and the Union to discuss options for mitigating any loss of vacation hours due to business needs.
- 13.7 An employee who is receiving disability compensation pursuant to SMC Chapter 4.44 continues to accrue vacation and may exceed their maximum allowance until the employee ceases to receive such compensation. If the employee does not return to work when their disability compensation eligibility ends, the employee shall run out their vacation balance. If the employee returns to regular pay status with a vacation balance that exceeds the maximum allowance, they shall have three (3) months from the date of return to reduce the balance, during which they shall continue to accrue vacation.
- 13.8 The minimum vacation allowance to be taken by an employee shall be one (1) hour.
- 13.9 An employee who leaves the City service for any reason after more than six (6) months of service shall be paid in a lump sum for any unused vacation the employee has previously accrued.
- 13.10 Upon the death of an employee in active service, pay shall be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.
- 13.11 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons, subject to verification by the employee's medical care provider and approval of the appointing authority or his or her designee. Where the terms of this Section are in conflict with Ordinance 116761 (Family and Medical Leave) as it exists or may be hereafter modified, the Ordinance shall apply.
- 13.12 The designated Management representative shall arrange vacation time for employees on such schedules as will least interfere with the functions of the work unit, but which accommodates the desires of the employee to the greatest degree feasible.
- 13.13 Employees with prior regular City service who are regularly appointed to positions within the City shall begin accruing vacation at the rate which was applicable upon their most recent separation from regular City service.

**ARTICLE 14 – SICK LEAVE, VEBA, INDUSTRIAL INJURY/ILLNESS**

- 14.1 Employees accumulate sick leave credit from the date of appointment to City service and are eligible to use sick leave for a qualifying reason after thirty (30) calendar days of employment. Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. However, if an employee’s overall accrual rate falls below the accrual rate required by Seattle Municipal Code 14.16, the employee shall be credited with sick leave hours so that the employee's total sick leave earned per calendar year meets the minimum accrual requirements of Seattle Municipal Code 14.16.
- 14.2 Employees may accumulate sick leave with no maximum balance.
- 14.3 An employee may use accumulated sick leave if the employee must be absent from work because of:
- a) An absence resulting from an employee’s mental or physical illness, injury, or health condition; to accommodate the employee’s need for medical diagnosis, care, treatment of a mental or physical illness, injury, or health condition, or preventive care; or as otherwise required by Seattle Municipal Code Chapter 14.16 and other applicable laws such as RCW 49.46.210; or
  - b) To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code Chapter 4.24.005 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by Seattle Municipal Code Chapter 14.16 and other applicable laws such as RCW 49.46.210; or
  - c) When the employee’s place of business has been closed by order of a public official for any health-related reason, or when an employee’s or child’s school or place of care has been closed for such reason, or as otherwise required by Seattle Municipal Code Chapter 14.16 and other applicable laws such as RCW 49.46.210; or
  - d) The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or
  - e) The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.

Sick leave used for the purposes contemplated by Article 14.3.d and 14.1.e must end before the first anniversary of the child’s birth or placement.

Abuse of paid sick leave or use of paid sick leave not for an authorized purpose shall be grounds for discipline up to and including dismissal. In accordance with Article 8 of this collective bargaining agreement.

- 14.4 An appointing authority, or designated management representative, may approve sick leave payment for an employee as long as the employee:
- a) Makes prompt notification;
  - b) Claims use of sick leave time using the appropriate method(s);
  - c) Reports sick leave in minimum increments of fifteen (15) minutes;
  - d) Limits claims to the actual amount of time lost due to illness or disability or for the reasons described in Sections 14.3,
- ✚
- e) ~~Provides~~ Provides medical certification of the job-related need for sick leave for absences of more than ~~four (4) days.~~
- 14.5 Employees are not eligible to receive paid sick leave when suspended or on leave without pay, when laid off, or otherwise not on regular pay status. If an employee is injured or becomes ill while on paid vacation or compensatory time off, the employee shall provide notice prior to the beginning of the shift that they would have worked that the employee is requesting to replace vacation and/or compensatory time off with sick leave. In the event the employee is unable to provide notice prior to the beginning of the shift due to being incapacitated the employee will provide notice as soon as possible.
- 14.6 Rate of Pay for Sick Leave Used ~~:-~~ An employee who uses paid sick leave shall be compensated at the straight-time rate of pay as required by the Seattle Municipal Code 14.16, and other applicable laws, such as RCW 49.46.210. For example, an employee who misses a scheduled night shift associated with a graveyard premium pay would receive the premium for those hours missed due to sick leave.
- 14.7 Rate of Pay for Sick Leave Used to Cover Missed Overtime ~~:-~~ An employee may use paid sick leave for scheduled overtime shifts missed due to a qualifying reason as provided in Section 14.3. Payment for the missed shifts shall be at the employee's regular straight-time rate of pay.
- 14.8 Return-to-Work Verification ~~:-~~ An employee returning to work after an absence of more than four (4) consecutive days requiring sick leave may be required to provide certification from their health care provider that the employee is able to perform the essential functions of the job with or without accommodation.
- 14.9 An employee who takes sick leave for a family and medical leave-qualifying condition shall comply with the notification, certification and release protocols of the Family and

Medical Leave Program. The employee's properly certified absence shall be accorded the protections of family and medical leave as long as it is for a condition that qualifies for both family and medical leave and sick leave.

- 14.10 Regular or benefits eligible temporary employees who are reinstated or rehired within 12 months of separation in the same or another department after any separation, including dismissal for cause, resignation, or quitting, shall have unused accrued sick leave reinstated as required by Seattle Municipal Code 14.16 and other applicable laws, such as RCW 49.46.210.
- 14.11 An employee who has been granted a sabbatical leave may elect to take a lump sum cash-out of any or all of their unused sick leave balance in excess of two hundred and forty (240) hours at the rate of one (1) hour's pay for every four (4) hours of accumulated and unused sick leave. The employee forfeits all four (4) hours exchanged for each one (1) hour of pay. The employee must exercise this option at the beginning of their sabbatical leave.
- 14.12 Sick leave that is cashed out is paid at the rate of pay in effect for the employee's primary job classification or title at the time of the cash-out.
- 14.13 All employees who are included in the City's sick leave plan are eligible to participate as a recipient or donor in the Sick Leave Transfer Program, if the affected employee meets the eligibility conditions specified in Personnel Rule 7.7.5.
- 14.14 An employee may, with supervisory approval, participate as a non-compensated donor in a City-sponsored blood drive without deduction of pay or paid leave. Such participation may not exceed three (3) hours per occurrence for travel, actual donation and reasonable recuperation time. In order to qualify for time off under this Article, the employee must provide their name and department to the blood bank representative for verification of their participation by the appointing authority.
- 14.15 VEBA Benefit: - Each bargaining unit will conduct a vote to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) to provide post-retirement medical expense benefits to members who retire from City service.

Contributions from Unused Paid Time off at Retirement

- A. Eligibility-to-Retire Requirements:
  1. 5-9 years of service and are age 62 or older,
  2. 10-19 years of service and are age 57 or older,
  3. 20-29 years of service and are age 52 or older, or
  4. 30 years of service and are any age
- B. The city will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of 12/31/2021.

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

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

Following any required VEBA contribution from a member's unused sick leave, the remaining balance will be forfeited; members may not contribute any portion of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan or receive cash.

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

1. Transfer 35% of their unused sick leave balance to the City of Seattle Voluntary Deferred Compensation Plan, subject to the terms of the Plan and applicable law; or
2. Cash out their unused sick leave balance at 25% to be paid on their final paycheck.

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

#### Contributions from Employee Wages

If the bargaining unit votes to require VEBA contributions from employee wages, then all members of the bargaining unit shall, as elected by the bargaining unit as to all of its members, make a mandatory employee contribution of one of the amounts listed below into the VEBA while employed by the City:

- ~~3.~~ 1. \$25 per month
2. \$50 per month.
- ~~4.~~

The City assumes no responsibility for the tax consequences of any VEBA contributions made by or on behalf of any member. Each union that elects to require VEBA contributions for the benefit of its members assumes sole responsibility for insuring that the VEBA complies with all applicable laws, including, without limitation, the Internal Revenue

Code, and agrees to indemnify and hold the City harmless for any taxes, penalties and any other costs and expenses resulting from such contributions.

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

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

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

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

14.17 Industrial Injury or Illness:

- a) Any employee who is disabled in the discharge of their duties, and if such disablement results in absence from their regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided, the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts. **If an employee is moved to the State Industrial Insurance after 261 days, the department shall notify the union.**
- b) Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from their regular duties (up to a maximum of eighty percent [80%] of the employee's normal hourly rate of pay per day) shall be reinstated by Industrial Insurance or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee

shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 14.21a.

- c) In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions. This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.
- d) ~~Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.~~

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

- e) ~~Such compensation shall be authorized by the Seattle Human Resources Director or designee with the advice of the employee's appointing authority on request from the employee, supported by satisfactory evidence of medical treatment of the illness or injury giving rise to the employee's claim for compensation under SMC 4.44, as now or hereinafter amended.~~
- f) Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 14.21a. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 14.21a).
- g) Any employee eligible for the benefits provided by SMC 4.44.020 whose disability prevents them from performing their regular duties but, in the judgment of their physician could perform duties of a less strenuous nature, shall be employed at their normal rate of pay in such other suitable duties as the appointing authority shall direct, with the approval of such employee's physician, until the Seattle Human Resources

Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

- h) Sick leave shall not be used for any disability herein described except as allowed in Section 14.21b.
- i) The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.
- j) Appeals of any denials under this Article shall be made through the Department of Labor ~~and~~ Industries as prescribed in Title 51 RCW.

## ARTICLE 15 – LEAVES OF ABSENCE

### 15.1 -Unpaid Leave

- a) A leave of absence without pay for a period not exceeding sixty (60) consecutive days may be granted by the appointing authority of a department.
- b) A request for an unpaid leave of absence longer than sixty (60) days may be granted by the appointing authority, with notice to the Seattle Human Resources Director.
- c) All requests for unpaid leaves of absence under this provision are to be made in writing as far in advance as possible, stating all pertinent details and the amount of time requested. At the expiration of such authorized leave, the employee shall resume their same class of work; however, standing and service credit shall be frozen at the commencement of the unpaid leave of absence and shall not continue to accrue until the employee returns from said leave.

15.2 Bereavement Leave: - All employees covered by this Agreement are allowed forty (40) hours off without salary deduction for bereavement purposes in the event of the death of any relative. Bereavement leave may be used in full day increments or increments of one (1) hour, at the employee's discretion. Bereavement leave must be used within one (1) year; employees may submit for exceptions to this within thirty (30) days (requests that come in after the 30 days will be considered) of the death if they know they will need longer than one (1) year to use leave for that event. This benefit is prorated for less-than-full time employees.

For purposes of this Section, "relative" is defined as any person related to the employee by blood, marriage, adoption, fostering, guardianship, in loco parentis, or domestic partnership.

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

~~In like circumstances and upon like application the appointing authority or designee may authorize bereavement leave in the event of the death of a relative other than a close relative, not to exceed five (5) days chargeable to the sick leave account of an employee. For purposes of this Section, the term "close relative" shall mean the spouse or domestic partner, child, mother, stepmother, father, stepfather, brother, sister, grandchild, grandfather or grandmother of the employee or spouse or domestic partner, an employee's legal guardian, ward or any person over whom the employee has legal custody, and the term "relative other than a close relative" shall mean the uncle, aunt, cousin, niece, nephew, or the spouse or domestic partner of the brother, sister, child or grandchild of the employee or spouse or domestic partner; or the uncle, aunt, cousin, niece, nephew, spouse or domestic partner of the brother or sister of the spouse or domestic partner of such employee.~~

15.3 Emergency Leave: - One (1) day leave per Agreement year without loss of pay may be taken with the approval of the employee's supervisor and/or appointing authority when it is necessary that the employee be off work in the event of a serious illness or accident of a member of the immediate family or when it is necessary that the employee be off work in the event of an unforeseen occurrence with respect to the employee's household (e.g., fire or flood or ongoing loss of power) that necessitates action on the part of the employee. The emergency leave benefit must also be available to the member in the event of inclement weather or natural disaster within the City limits or within the city or county in which the member resides that makes it impossible or unsafe for the member to physically commute to their normal work site at the start of their normal shift.  
The "household" is defined as the physical aspects of the employee's residence, or vehicle. The immediate family is limited to the spouse or domestic partner, children, parents or grandparents of the employee.

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

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

15.5 Family and Medical Leave: - Employees who meet the eligibility requirements of the Seattle Municipal Code, Chapter 4.26, "Family and Medical Leave," or the federal Family and Medical Leave Act, may take leave to care for themselves and qualified dependents.

15.6 Military Leave: - A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments). City base pay shall include every part of wages except overtime.

The City will comply with the requirements of RCW 73.16 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, with respect to unpaid leave of absence and return rights for employees who leave City Service to serve in the Armed Forces of the United States. Military leave for such employees shall be administered in accordance with City Personnel Rule 7.9, Ordinance 124664 and SMC 4.20.180, as amended.

A bargaining unit member who is ordered to active military duty by the United States government and who has exhausted their annual paid military leave benefit and is on unpaid military leave of absence shall be eligible to retain the medical, dental and vision services coverage and optional insurance coverage for the member's eligible dependents provided as a benefit of employment with the City of Seattle, at the same level and under the same

conditions as though the member was in the City's employ, pursuant to program guidelines and procedures developed by the Seattle Human Resources Director and pursuant to the City's administrative contracts and insurance policies. Optional insurance includes but is not necessarily limited to Group Term Life (Basic and Supplemental), Long Term Disability, and Accidental Death and Dismemberment. Eligibility for coverage shall be effective for the duration of the employee's active deployment.

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

**ARTICLE 16 – MEDICAL, DENTAL, VISION CARE,  
LONG-TERM DISABILITY AND LIFE INSURANCE**

- 16.1 Medical, Dental and Vision Care: - The City shall provide medical, dental and vision plans (Standard, Kaiser Deductible, Aetna Traditional, Aetna Preventive and Washington Delta Dental of Washington as self-insured plans, and Dental Health Services and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. Said plans, changes thereto and premiums shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established by the parties to govern the functioning of said Committee.
- 16.2 For calendar years ~~2019, 2020, 2021, and 2022~~ **2023, 2024 and 2025** the City shall pay up to one hundred seven percent (107%) of the average City cost of medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Care Committee. Costs above 107% shall be covered by the Rate Stabilization Reserve dollars and once the reserves are exhausted, the City shall pay eighty-five percent (85%) of the excess costs in healthcare and the employees shall pay fifteen percent (15%) of the excess costs in healthcare.
- 16.3 Employees who retire and are under the age of sixty-five (65) shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.
- 16.4 Long Term Disability: - The Employer shall provide a Long Term Disability (LTD) insurance program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer shall pay the full monthly premium cost of a base plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollar (\$667) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum of \$8,333.00 per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.
- 16.5 During the term of this Agreement, the City may, at its discretion, change or eliminate the insurance carrier for any long-term disability benefits covered by this Section and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.

- 16.6 The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year 2019~~22~~ for the base plan; provided, further, such cost shall not exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within Section 16.2.
- 16.7 Life Insurance: - The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as provided for below.
- 16.8 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements to pay the employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.
- 16.9 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.
- 16.10 New regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

**ARTICLE 17 – RETIREMENT**

- 17.1 Pursuant to Ordinance No. 78444 as amended, employees shall be covered by the Seattle City Employees Retirement System (SCERS).
- 17.2 Effective January 1, 2017, consistent with Ordinance No. 78444 as amended, the City shall implement a defined benefit retirement plan, SCERS II, for employees hired on or after January 1, 2017.

## **ARTICLE 18 – HOURS OF WORK AND OVERTIME**

- 18.1 **Hours of Work** - Eight (8) hours shall constitute a normal day's work, and five (5) consecutive days a normal work week.
- a) Employees covered by this Agreement shall be provided a fifteen (15) minute paid rest period during each half of their workday.
  - b) Employees covered by this Agreement shall be provided an unpaid meal break of not less than thirty (30) minutes, and no more than sixty (60) minutes.
  - c) Fourteen (14) calendar days' notice shall be provided to employees when changes to employees' regular schedules are made by management. 'Schedule change' shall mean a change from a normal schedule as described in 18.1, above, to an alternative work schedule (see Section 18.2), or vice versa; OR a change in the scheduled days of work within a work week (e.g. from Monday-Friday, to Tuesday-Saturday work week).
  - d) Five (5) calendar days' advance notice shall be afforded employees covered by this Agreement when shift changes are required by their supervisor. For shift changes required as a result of circumstances not reasonably anticipated, such as in an emergency, the City will provide notice to employees as soon as possible.
- 18.2 **Alternative Work Schedules** - Notwithstanding Section 18.1, above, the City may, upon notice to the Union, approve four (4)-day/forty (40)-hour or nine (9)-day/eighty (80)-hour alternative work schedules for employees covered by this bargaining agreement subject to such terms and conditions established by each department. In administering alternative work schedules, the following working conditions shall prevail:
- a) Employee participation shall be on a voluntary basis.
  - b) Vacation benefits shall be accrued and expended on an hourly basis.
  - c) Sick leave benefits shall be accrued and expended on an hourly basis.
  - d) Holidays shall be granted in accordance with Article 12 of this Agreement.
- 18.3 **Overtime**:
- a) **Overtime work** must be assigned. Only the appointing authority or a designated management representative shall authorize employees to work more than forty (40) hours in a workweek.
  - b) All work performed in excess of forty (40) hours in any work week shall be considered as overtime.

- ↪
- c) Overtime shall be compensated at the rate of one and a half (1½) times the employee's regular straight-time hourly rate of pay.
- d) Employees may make necessary adjustment, when approved by the City, in their normal daily work hours to fulfill their normal job responsibilities within forty (40) hours per week; provided, however, employees shall not be expected by the City to work in excess of forty (40) hours per work week without overtime compensation.
- ↪
- e) Employees shall report actual hours worked each workday on their bi-weekly timesheets.

18.4 Premium Pay for Holidays:

- a) An employee whose normal work schedule does not include work on an officially recognized holiday but who, with fourteen (14) calendar days advance notice, is required to work on the holiday shall receive their straight-time rate of pay for working on the holiday and, in addition, shall receive premium pay at the rate of one and a half (1½) times their straight-time rate of pay for actual hours worked on the holiday. Where fourteen (14) calendar days advance notice is not given, the employee shall receive premium pay at the rate of two (2) times their straight-time rate of pay for actual hours worked on the holiday. There shall be no pyramiding of holiday hours and an employee can only receive a maximum of 3 times the employees' hourly rate of pay. As an example: holiday +overtime (either 1.5 or 2 times the employees' hourly rate of pay) as referenced in Appendix A.
- ↪
- b) An employee whose normal work schedule includes work on an officially recognized holiday shall receive their straight-time rate of pay for working on the holiday. In addition, he or she shall receive 1½ times their straight-time rate of pay for hours worked on the holiday.
- ↪
- c) An employee who works on an officially recognized holiday may, at the discretion of the appointing authority or designated management representative, be allowed to take another day off in lieu of the holiday, as long as such day off falls during the same work week as the holiday. The hours worked on the holiday shall be compensated at the employee's straight-time rate of pay, except that any hours over 40 in the workweek shall be paid at the overtime rate of pay.

18.5 Compensatory Time Off: - By mutual agreement of the affected employee and the appointing authority or designated management representative, an hourly employee may receive compensatory time off in lieu of wages for overtime hours worked. Use of compensatory time off requires supervisory approval.

- a) Compensatory time off shall be earned at the same rate as overtime wages, as provided in this Article.
- ↪

- b) Employees may accumulate up to eighty (80) hours of compensatory time off, **or the limit of the department they are working in whichever is greater per year with a maximum of two hundred forty (240) hours.**
- c) Compensatory time off balances must be cashed out upon separation of employment from the City.  
⇒
- d) At the discretion of the appointing authority, an employee who transfers from another employing unit may be allowed to transfer their compensatory time off balance, up to a maximum of eighty (80) hours. Any compensatory time balances in excess of eighty (80) hours shall be cashed out.  
⇒
- e) If the receiving department does not agree to the transfer of compensatory time balances, the employing unit in which the employee accumulated the balance shall cash it out.

18.6 Standby ~~:-~~ Standby duty is for the purpose of responding to business needs that arise outside of employees' regular working schedules.

- a) When an employee covered by this Agreement is placed on standby duty by the City, the employee shall remain available to respond to emergency calls and must respond as directed by the designated management representative.  
⇒
- b) Employees who are placed on standby duty shall be paid at the rate of ten percent (10%) of their regular straight-time hourly rate of pay for all hours so assigned.  
⇒
- c) When an employee assigned to standby duty responds and performs the work required, standby pay shall be discontinued for the actual hours on work duty and the employee shall be paid at the overtime rate of pay for all time spent performing such duties.  
⇒
- d) Where standby is required, work units shall maintain quarterly standby schedules so that affected employees have adequate notice of when they are scheduled to be on assigned standby duty. Such schedules will be made available to employees fourteen (14) calendar days in advance. Employees may, with management concurrence, exchange assigned standby shifts in advance of a scheduled standby assignment. To the extent possible, such exchanges shall not result in inequitable distribution of standby among employees.  
⇒
- e) Notwithstanding (d), above, the City may assign employees to standby duty without prior notice where unforeseen circumstances require a specific response or skillset. In such circumstances, the City may request an employee remain available to respond for a specified time period, and the provisions of Sections 18.6(b) and 18.6(c) shall apply.  
⇒
- f) An employee may use paid sick leave to be compensated for eligible sick leave absences from scheduled standby duties.  
⇒

g) Employee on standby shall initially receive a minimum of sixteen (16) hours (or adjusted for alternative work schedules) of standby pay on workdays and 24 hours of standby pay on weekends and holidays when assigned to standby. When an employee is paged or called after normal work hours they shall receive a minimum of two (2) hours of overtime at the applicable overtime rate and standby compensation will stop while on paid status. Each additional hour worked beyond the minimum of two (2) hours shall be paid appropriate hourly rate of pay.

h) An employee who is called back from standby within two (2) hours from the starting time of their next regularly scheduled work shift shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of their next regularly scheduled work shift, and the standby provision requiring a two hour minimum of overtime pay shall not apply.

18.7 Call Back: - A call back is defined as a situation in which an employee has left the work premises and is contacted to report to a designated work location after the end of their normal workday, or on a scheduled day off, in response to unplanned or unforeseen circumstances requiring the employee's performance of work outside of their normally scheduled working hours.

a) Compensation for a call back shall commence at the time the employee arrives at the designated work location.

b) Employees who respond to a call back shall receive a minimum of two (2) hours of overtime pay at one and a half (1½) times their regular straight-time hourly rate of pay. Each additional hour worked on the call back shall be paid at one and a half (1½) times the employee's regular straight-time hourly rate of pay.

c) An employee who is called back within two (2) hours from the starting time of their next regularly scheduled work shift shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of their next regularly scheduled work shift, and the call back provision shall not apply.

d) Existing practices with regard to compensation for call back within the Radio Communications group at the Seattle IT Department, and the SCADA unit at Seattle Public Utilities, shall continue for the term of this Agreement.

18.8 Remote Response: - Remote response is defined as a situation in which an employee is contacted to respond after the end of their normal workday, or on a scheduled day off, due to unplanned or unforeseen circumstances, but such response does not require the employee to report to a designated work location. Remote Response occurs when an employee accepts or returns a call or message, or logs into a City device or system, for the purpose of responding as requested by the City.

a) Employees who provide Remote Response shall receive a minimum of two (2) hour of overtime pay at one and a half (1½) times their regular straight-time hourly rate of pay.

If the total duration of the work exceeds two (2) hours, overtime will be paid for the actual time spent performing such duties.

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- b) Employees who respond within two (2) hours from the starting time of their next regularly scheduled work shift shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of their next regularly scheduled work shift, and the remote response provision shall not apply.

#### 18.9 Overtime Meal Compensation

- a) Eligibility: - When an employee is specifically directed by the City to work two (2) hours or longer on the end of their normal work shift of not less than eight (8) hours, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768, and the employee purchases a meal away from their place of residence as a result of such additional hours of work, the employee shall be reimbursed for the of such meal in accordance with Ordinance 111768.

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- b) Reimbursement: - The employee must furnish the City with a dated receipt for said meal no later than the beginning of their next regular shift. Otherwise, the employee shall be paid a maximum of Twenty dollars (\$20.00) in lieu of reimbursement for the meal. The City shall not reimburse for the cost of alcoholic beverages.

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- c) In lieu of any meal compensation as set forth within this Section, the City may, at its discretion, provide a meal.

- 18.10 Shift Differential: - Effective ~~July 27<sup>th</sup>, 2015~~, **January 1, 2023**, an employee who is scheduled to work not less than four (4) hours of their regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premiums for scheduled hours which fall within those shifts.

<u>SWING SHIFT</u>	<u>GRAVEYARD SHIFT</u>
<del>\$0.80</del> <b>1.25</b> per hour	<del>\$0.80</del> <b>1.75</b> per hour

~~Effective December 25, 2019, an employee who is scheduled to work not less than four (4) hours of their regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premiums for scheduled hours which fall within those shifts.~~

<u>SWING SHIFT</u>	<u>GRAVEYARD SHIFT</u>
<del>\$1.00</del> per hour	<del>\$1.50</del> per hour

Shift definition shall be governed by department practice.

With the exception of eligible sick leave, the above shift premium shall not apply to any paid leave time. The shift differential will be paid to employees working overtime only if

they work four (4) or more consecutive hours on the extra shift, in which case it will be paid for all hours of overtime work for that shift.

**ARTICLE 19 – WAGES**

19.1 The classifications of employees covered under this Agreement and the corresponding rates of —pay are set forth in Schedule A, which is attached hereto and made a part of this Agreement. ~~The —Consumer Price Index shall be provided to the union no later than August 1<sup>st</sup> of each year.~~

~~Effective December 26, 2018~~ January 1, 2023, employees' base wages will be increased by 0.52% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2016 through June 2017 to the period June 2017 through June 2018, minimum 1.5%, maximum 4%. Such wage increases are reflected in Schedule A wage rates, Year 1. ~~one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue area Consumer Price Index for June 2021 over the same index for June 2022; provided, however, said percentage increase shall not be less than two percent (2%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84 = 100), covering the period June 2021 — June 2022 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.~~

~~19.3 — Effective January 1, 2024~~ December 25, 2019, employees base wages will be increased by 1.0% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2017 through June 2018 to the period June 2018 through June 2019, minimum 1.5%, maximum 4%. ~~and shall be computed to reflect a percentage increase equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue area Consumer Price Index for June 2022 over the same index for June 2023; provided, however, said percentage increase shall not be less than two percent (2%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84 = 100), covering the period June 2022 — June 2023 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.~~  
~~Such wage increases are reflected in Schedule A wage rates, Year 2.~~

~~19.4 — Effective January 6, 2021~~ 1, 2025, employees base wages will be increased by 1.0% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%. ~~shall be computed to reflect a percentage increase equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue area Consumer Price Index for June 2023 over the same index for June 2024; provided, however, said percentage increase shall not be less than two percent (2%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-~~

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~~W), All Items, Revised Series (1982-84=100), covering the period June 2023—June 2024 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.~~

~~19.5 Effective January 5, 2022, employees base wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2019 through June 2020 to the period June 2020 through June 2021, minimum 1.5%, maximum 4%.~~

19.2 Effective January 4, 2023, employees' base wages will be increased by five percent (5%).

19.2.1 Effective January 4, 2023, employees will receive an additional bargained wage adjustment of one percent (1%).

19.3 Effective January 3, 2024, employees base wages will be increased by four and one half percent (4.5%).

19.3.1 Effective January 3, 2024, employees will receive an additional bargained wage adjustment of one half percent (.5%).

19.4 Effective January 14, 2025, employees base wages will be increased by one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 ~~overthrough~~ June 2023 to the period June 2023 ~~overthrough~~ June 2024. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).

~~9.5 Effective January 10, 2026, employees base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one point zero percent (1.0%) added, the total not to exceed five percent (5%).~~

19.568 ~~Wage Study:~~ - The City is in the process of conducting a wage study. Any adjustments to wages agreed to as a result of the study shall be effective no earlier than January 1, 2017.

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

## **ARTICLE 20 – PROBATION AND TRIAL SERVICE**

The following definitions apply to this Article:

**Probationary Period**: - A twelve (12)-month period of employment following an employee's initial regular appointment within the Civil Service to a position. The probationary period is an extension of the selection process during which time an employee is required to demonstrate their ability to perform the job for which the employee was hired.

**Regular Appointment**: - The authorized appointment of an individual to a position in the Civil Service.

**Trial Service Period**: - A twelve (12)-month trial period of employment of a regular employee, beginning with the effective date of a subsequent regular appointment from one classification to a different classification through promotion or transfer to a classification in which the employee has not successfully completed a probationary or trial service period, or rehire from a Reversion/Recall List to a department other than that from which the employee was laid off.

**Regular Employee**: - An employee who has successfully completed a twelve (12)-month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

**Revert**: - To return an employee who has not successfully completed their trial service period to a vacant position in the same class and former department (if applicable) from which they were appointed.

**Reversion/Recall List**: - If no such vacancy exists to which an employee may revert, they will be removed from the payroll and their name placed on a Reversion/Recall List for the class/department from which they were removed.

20.1 **Probationary Period**: - Upon initial appointment to a position in the classified service, an employee must complete a twelve (12)-month probationary period. The probationary period shall provide the department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards.

20.2 Occasional absences due to illness, vacations, jury duty and military leave shall not result in an extension of the probationary period but, upon approval of the Seattle Human Resources Director, an employee's probationary period may be extended so as to attain the equivalent of a full twelve (12) months of actual service where there are numerous or extended absences.

For employees of Municipal Court, occasional absences due to illness, vacations, jury duty and military leave shall not result in an extension of the probationary period but, upon approval of the Presiding Judge, an employee's probationary period may be extended so as

to attain the equivalent of a full twelve (12) months of actual service where there are numerous or extended absences. Notice of the decision to extend the probationary period will be filed with the Seattle Human Resources Director.

- 20.3 Probationary Dismissal: - An employee who is dismissed during their probationary period shall be given five (5) working days' advance notice in writing. However, if the department believes the best interest of the City requires the immediate dismissal of the probationary employee, written notice of only one (1) full working day prior to the effective date of the dismissal shall be required.
- 20.4 An employee dismissed during their probationary period shall not have the right to appeal the dismissal. If advance notice of the dismissal is not given, as provided in 20.3, above, the employee may enter an appeal for up to five (5) days' pay, which they would have received had the required notice been given. If such a claim is sustained, the employee shall be entitled to the appropriate payment of wages, but shall not be entitled to reinstatement.
- 20.5 Trial Service: - An employee who has satisfactorily completed a probationary period and is subsequently promoted or transferred to a position in another classification shall serve a twelve (12)-month trial service period in the subsequent position. The trial service period shall provide the department with the opportunity to observe the employee's work, to train and aid the employee in adjustment to the position, and to revert such an employee with or without just cause.
- 20.6 Employees who have been reverted during the trial service period shall not have the right to appeal.
- 20.7 An employee's trial service period may be extended up to three (3) additional months by written mutual agreement between the department and employee, subject to approval by the Seattle Human Resources Director prior to expiration of the trial service period.
- 20.8 Reversion to Former Position:
- a) An employee who has been appointed from one classification to another classification within the same or different department and who fails to satisfactorily complete the trial service period shall be reverted to a vacant position within the former department (if applicable) and classification from which they were appointed. Where no such vacancy exists, such employee shall be given fifteen (15) calendar days' written notice prior to being placed on a Reversion/Recall List for their former department and former classification and prior to being removed from the payroll.
  - b) The names of regular employees who have been reverted for purposes of re-employment in their former department shall be placed on the Reversion/Recall List for the same classification from which they were promoted or transferred for a period of one (1) year from the date of reversion.

- c) If a vacancy is to be filled in a department and a valid Reversion/Recall List for the classification for that vacancy contains the name(s) of eligible employees who have been removed from the payroll from that classification and from that department, such employees shall be reinstated in order of their length of service in that classification. The employee who has the most service in that classification shall be the first reinstated.
- d) An employee whose name is on a valid Reversion/Recall List for a specific job classification who accepts employment with the City in that same job classification shall have their name removed from the Reversion/Recall List. Refusal to accept placement from a Reversion/Recall List to a position the same, or essentially the same, as that which the employee previously held shall cause an employee's name to be removed from the Reversion/Recall List, which shall terminate rights to reemployment under this Reversion/Recall List provision.
- e) A reverted employee shall be paid at the step of the range that they normally would have received had they not been promoted or transferred.

20.9 Subsequent aAppointments:

- a) If a probationary employee is subsequently appointed in the same classification from one department to another, the receiving department may, with approval of the Seattle Human Resources Director, require that a complete twelve (12)-month probationary period be served in that department. If a regular employee or an employee who is serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Seattle Human Resources Director, require that a twelve (12)-month trial service period be served in that department.
- b) If a probationary employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12)-month probationary period in the new classification, not to exceed a total of twenty-four (24) months of probationary employment. If a regular employee is subsequently appointed to a different classification in the same or different department, the employee shall serve a complete twelve (12)-month trial service period in the new classification.
- c) Within the same department, if a regular employee is appointed from a lower classification for which he or she is serving a trial service period to a higher classification in a closely related field, the trial service period for both classifications shall overlap. The employee shall complete the term of the original trial service period and be given regular status in the lower classification, and then serve out the remainder of the twelve (12)-month trial service period in the higher classification.
- d) Within the same department, if a probationary employee is regularly appointed from a lower classification to a higher classification in a closely related field, the probationary period and the new trial service period for the higher classification shall overlap. The employee shall complete the term of the original probationary period and be given

regular standing in the lower classification and then serve out the remainder of the twelve (12)-month trial service period in the higher classification.

20.10 Nothing in this Article shall be construed as being in conflict with the provisions of Article 21.

## **ARTICLE 21 – TRANSFER AND REDUCTION**

### 21.1 Transfer:

- A. Intradepartmental Transfers - ~~:-~~ An employee may request to transfer to a vacant position in the same classification or with the same maximum pay rate within the department where the employee is working.
- i. If the employee transfers to a position in the same classification, their status shall remain the same as it was immediately before the transfer.
  - ii. If the employee transfers to a position in a different classification and has completed a twelve (12)-month probationary period, the employee must serve a trial service period. If the employee transfers to a position in a different classification and has not completed a twelve (12)-month probationary period, they must complete a probationary period consistent with Section 20.1.
- B. Interdepartmental Transfers: - Transfer to a position in a different department shall be treated as a selection process. The Seattle Human Resources Director may waive advertisement for transfer between departments to avoid layoff as a result of reorganization or job rotation or for the reasonable accommodation of a qualified individual under the Americans with Disabilities Act or the Washington State Law Against Discrimination.
- i. If a probationary employee is subsequently appointed in the same classification from one department to another the receiving department may, with the approval of the Seattle Human Resources Director, require that a twelve (12)-month probationary period be served in that department.
  - ii. If an employee who is serving a trial service period is subsequently appointed in the same classification from one department to another, the receiving department may, with the approval of the Seattle Human Resources Director, require that a twelve (12)-month trial service period be served in that department.
  - iii. If a regular employee is subsequently appointed in the same classification from one department to another, the employee shall retain their regular status in the new position and is not required to serve a trial service period, unless the appointment was a reinstatement after layoff.

### 21.2 Reduction:

- a) A regularly appointed employee may reduce or be reduced to a vacant position in a lower classification in the same department with the approval of the appointing

authority their designated management representative. No selection process is required; however, the employee must be able to demonstrate that he or she meets the minimum qualifications for the lower classification.

- b) An employee so reduced must successfully complete a probationary period only if the employee has not completed an initial probationary period. An employee so reduced shall not serve a trial service period.
- c) Upon showing that the reason for a reduction no longer exists, and the employee is qualified, the appointing authority or the appointing authority's designated management representative may return an employee to an available vacant position in the former class within the same department. No selection process is required. The employee's status in the higher class shall be the same as it was immediately prior to the reduction.
- d) Reduction to a position in another department shall be treated as a selection process, and a twelve (12)-month trial service may be required where the employee has not previously had standing in the lower classification. The Seattle Human Resources Director may waive advertisement for reduction to a position in another department to avoid layoff as a result of reorganization or job rotation, or for the reasonable accommodation of a qualified individual under the Americans with Disabilities Act or the Washington State Law Against Discrimination.

### 21.3 Demotion:

- a) An employee may be demoted by the appointing authority to a vacant position in a lower classification in the same department for disciplinary reasons. The employee must meet the minimum qualifications for the lower classification.
- b) An employee so demoted must successfully complete a probationary period only if the employee has not completed an initial probationary period. An employee so demoted shall not serve a trial service period.
- c) A demoted employee has no right of return to the class from which the employee was demoted, but may apply for other vacancies within the classification at a later date.

**ARTICLE 22 – LAYOFF AND SENIORITY**

22.1 A condition of layoff exists when an employing unit must abrogate or unfund a position of employment in the classified service, and there are no vacant funded positions in the classification or title within the employing unit.

A management-initiated reduction in scheduled work hours shall not constitute a layoff unless the reduction is to less than twenty (20) hours per workweek. When management reduces an employee’s scheduled work hours, the employee shall be entitled to participate in layoff referral programs as provided in Section 22.11 of this Agreement.

22.2 Order of Layoff:

a) Within an employing unit, in a given classification affected by layoff, the order of layoff of employees shall be as follows:

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1. Probationary employees;
2. Trial service employees who cannot be reverted in accordance with Section 20.8;
3. Regular employees

b) Temporary workers shall be separated prior to the layoff of any probationary, trial service, or regular employee in the same employing unit and classification or title. Among probationary or trial service employees, order of layoff shall be at the discretion of the appointing authority.

c) Among regular employees, order of layoff shall be in the order of seniority; the employee with the least seniority being laid off first.

22.3 Out-of-Order Layoff: - Upon a showing by the appointing authority that the operating needs of an employing unit require such action, the Seattle Human Resources Director may authorize an exception to the normal order of layoff and the retention in active employment of any employee who has some critically necessary special experience, training or skill.

If the Seattle Human Resources Director approves the retention of the least senior employee, the more senior employee shall be allowed to bump the next least senior employee, continuing in sequential order as necessary until the Seattle Human Resources Director determines that the more senior employee has the required skills to satisfactorily perform the work of the position within a reasonable period of time.

22.4 Bumping:

1) Within the same employing unit, any regular employee subject to being laid off may displace the employee who has least seniority in the displacing employee's classification.

- 2) The least-senior regular employee or trial service employee who cannot be reverted in accordance with Section 20.8 who is laid off or is displaced may displace the employee having the least seniority in the next lower classification in the same classification series when (1) the displacing employee has had an appointment to such lower classification, and (2) the employee to be sequentially displaced has less seniority than the displacing employee.

22.5 Reinstatement:

- a) The Seattle Human Resources Director shall establish and maintain for twelve (12) months following layoff a reinstatement list for any classification or title from which employees covered under this Agreement have been laid off, and shall provide it to any employing unit that has a position vacancy in a classification for which a reinstatement list exists.
- b) The appointing authority shall appoint an employee from the reinstatement list to fill the available position.
- c) If there is more than one eligible employee on the reinstatement list for a particular classification, the appointing authority shall conduct a selection process and appoint from among all eligible employees.
- d) The appointing authority may refuse to appoint an eligible employee from a reinstatement list only with the Seattle Human Resources Director's concurrence that the employee is not qualified for the available position. The employee shall remain eligible for reinstatement for the term of the list.

e) An employee who is reinstated shall:

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1. Be placed at the salary step in effect at the time of the employee's layoff.
2. Have their seniority in the classification, from the time of original appointment to the classification to the time of layoff, restored.
3. Have their accumulated and unused sick leave balance restored.
4. Earn vacation at the accrual rate that was in effect at the time of their layoff. The employee need not satisfy the 6-month eligibility waiting period for vacation use if he or she previously satisfied that requirement.

~~5.~~ If the employee closed their account with the City Employees' Retirement System upon layoff, be eligible to redeposit in the City Employees' Retirement Fund an amount equal to that which he or she withdrew, plus interest, subject to any rules established by the Retirement Board.

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¶ 6. An employee who refuses an offer of employment shall be removed from the reinstatement list unless his or her continued eligibility is approved by the Seattle Human Resources Director.

¶ 7. An employee who accepts appointment to a position in a classification or title other than that to which the employee has reinstatement rights shall be removed from the reinstatement list.

22.6 Rehire: - An employee who accepts appointment to a position in a classification or title other than that from which he or she was laid off within twelve (12) months following layoff shall:

- a) Have their salary placement calculated as in transfer, reduction or promotion, depending upon whether the maximum step of the new salary range is the same, lower or higher than the maximum wage of the range associated with the classification or title from which the employee was laid off.
- b) Complete a probationary or trial service period, as appropriate, in the new classification or title. Seniority in the classification or title shall begin to accrue upon completion of the probationary or trial service period. If the employee has prior standing in the classification or title, this requirement does not apply.
- c) Have their accumulated and unused sick leave balance restored.
- d) Earn vacation at the accrual rate that was in effect at the time of the employee's layoff, with combined service counting toward progression to the next increment in accrual rate. The employee need not satisfy the 6-month eligibility waiting period for vacation use if he or she previously satisfied that requirement.
- e) If the employee closed their account with the City Employees' Retirement System upon layoff, be eligible to redeposit in the City Employees' Retirement Fund an amount equal to that which he or she withdrew, plus interest, subject to any rules established by the Retirement Board.

22.7 An employee who is not reinstated or rehired within twelve (12) months of layoff shall be considered to have been separated from City employment.

22.8 An employee who is rehired more than twelve (12) months following layoff shall not be considered to have been reinstated. The employee shall be treated as a new hire except for purposes of vacation accrual and use, and eligibility to redeposit in the City Employees' Retirement Fund an amount equal to that which he or she withdrew, plus interest, subject to any rules established by the Retirement Board.

22.9 Voluntary Layoff:

- a) When a condition of layoff exists within an employing unit, an employee in the affected classification who would not be subject to layoff in a normal order of layoff may make a written request to the appointing authority to be laid off in lieu of the least senior employee in the classification.
- b) The appointing authority may approve a request for voluntary layoff as long as it mitigates the need for another layoff in the classification.
- c) An employee who elects a voluntary layoff as described herein shall be subject to all terms and conditions of layoff and shall be eligible for participation in referral and reinstatement programs.

22.10 Seniority - ~~+~~ For purposes of layoff, seniority shall mean a regular employee's length of continuous service, based on total straight-time regular pay hours, in their present classification and all higher classifications since original appointment to the present classification.

- a) After completion of the probationary period, service credit for purposes of seniority will be given for the length of continuous service in the employee's present classification and all higher classifications since original regular appointment to the present classification. Unpaid absences for active duty training or mobilization with the United States Armed Forces shall not be deducted from an employee's seniority.  
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- b) In case of a tie among employees with equal seniority in the affected classification, any employee who qualifies for veterans' preference shall be retained over an employee who does not qualify for veterans' preference. Where ties continue to exist after application of veterans' preference, order of layoff shall be at the discretion of the appointing authority.

22.11 Referral Programs: - The Seattle Human Resources Director may establish programs for the referral of employees who have been informally or formally notified of pending layoff, a reduced work schedule, or who have been laid off, to appropriate employment positions.

- a) The appointing authority or a designated management representative shall certify employee eligibility to participate in referral programs by submitting an official nomination to the Seattle Human Resources Director.
- b) Each employee who participates in a referral program shall be responsible for meeting all the terms and conditions of participation.
- c) The Seattle Human Resources Director may refer eligible employees to positions that have a maximum pay rate that is equivalent to or lower than the maximum pay rate associated with the position from which the employee will be or has been laid off, or has had their work schedule reduced.

Eligibility for participation in a referral program ends twelve (12) months after actual layoff or reduction in scheduled work hours by management.

**ARTICLE 23 – WORK OUTSIDE OF CLASSIFICATION**

- 23.1 Employees who are temporarily assigned by the appointing authority, or designee, to perform the normal ongoing duties and accept responsibility of a position when the duties of the higher position are clearly outside of the scope of an employee's regular duties for a period of four (4) consecutive hours or longer, shall receive an adjustment in pay to reflect the newly assigned duties.
- 23.2 The rate of pay associated with the out of class opportunity shall be established prior to the offering of the assignment.
- a) When the out of class assignment is to a title in the Step Progression Pay Program, the employee shall receive the step associated with the higher-paying title which provides an increase closest to but not less than four percent (4%), not to exceed the maximum pay rate of the higher-paying title, while performing out-of-class duties.
  - b) When the out-of-class assignment is to a title in a discretionary pay program, the employee shall be paid using the out-of-class job codes and pay structures established for the program. The appointing authority may approve a pay increase larger than four percent (4%) when a higher pay rate is appropriate for the duties assigned.
- 23.3 The City shall have the sole authority to direct its supervisors as to when to assign employees to a higher classification. Employees must meet the minimum qualifications of the higher class and must have demonstrated, or be able to demonstrate, their ability to perform the duties of the class or assignment.
- 23.4 If an employee is assigned by the appointing authority or designee, pursuant to this Article, to perform the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, they thereafter, while still assigned at the higher level, will be compensated for vacation and holidays at the rate of the assigned higher classification. Eligible use of sick leave during the term of the assignment shall be paid at the out of class rate.
- 23.5 Out-of-class shall be formally assigned in advance of the out-of-class opportunity created in normal operating conditions. Where the work is not authorized in advance, it is the responsibility of the proper authority to determine immediately how to accomplish the duties that would otherwise constitute an out-of-class. Any employee may request that this determination be made. The employee will not carry out any duty of the higher-level position when such duty is not also a duty of their own position, if the employee is not formally assigned to perform the duties on an out-of-class basis.
- 23.6 No employee may assume the duties of the higher-paid position without being formally assigned to do so, except in a bona fide emergency. When an employee has assumed an out-of-class role in a bona fide emergency, the individual may apply to their appointing

authority for retroactive payment of out-of-class pay. The decision of the appointing authority as to whether the duties were performed and whether performance thereof was appropriate shall be final.

23.7 Employees covered by this Agreement may be temporarily assigned to perform the duties of a lower classification without a reduction in pay.

23.8 The City may work employees out-of-class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months. The six (6)-month period may be exceeded under the following circumstances:

- a) a hiring freeze exists and vacancies cannot be filled;
- b) extended industrial or off-the-job injury or disability;
- c) a position is scheduled for abrogation; or
- d) a position is encumbered (an assignment in lieu of a layoff).

When such circumstances require that an out-of-class assignment be extended beyond six (6) months, the City shall notify the Union. After nine (9) months, the Union must concur with any additional extension of the assignment. The Union will consider all requests on a good faith basis.

## **ARTICLE 24 – GENERAL CONDITIONS**

- 24.1 **Personnel Files:** - Materials to be placed into an employee's personnel file relating to job performance or workplace conduct or any other material that may have an adverse effect on the employee's employment shall be reasonable and accurate and brought to their attention with copies provided to the employee upon request. Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250 and RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.
- 24.2 **Employee File Review:** - When an employee covered by this Agreement makes a request to examine their personnel file, they shall be allowed to do so within ten (10) business days. The employee will review the personnel file in the department Human Resources office, in the presence of a Human Resources representative or designated supervisor. Employees who disagree with material included in their personnel file will be permitted to insert a statement relating to the disagreement in their personnel file.
- 24.3 **Performance Standards:** - Any performance standards used to measure the performance of employees shall be reasonable and applied equitably.
- 24.4 **Correction of Job Performance:** - It is the employee's responsibility to correct unsatisfactory job performance or behavioral problems interfering with the ability to perform the job, and failure to do so will result in disciplinary action commensurate with the lack of satisfactory performance or degree of infraction. The employee's appointing authority may hold such disciplinary action in abeyance if the employee agrees:
- a) To meet with or advise the Employee Assistance Program Coordinator of the employee's preferred course of treatment; and
  - b) To follow through on a course of action, treatment or counseling recommended and/or accepted by the Employee Assistance Program Coordinator; and
  - c) To have such follow-through verified by the Employee Assistance Program Coordinator to the employee's appointing authority or designee.

If the employee fails to follow through as recommended and does not correct their job performance or behavioral problems that interfere with the ability to perform the job, the discipline will be imposed as recommended.

- 24.5 **Voluntary Disclosure:** - The employee who appears to have a substance abuse, behavioral, or other problem that is affecting job performance or interfering with the ability to do the job, shall be encouraged to seek information, counseling, or assistance through private sources that they may be aware of or sources available through the City's Employee Assistance Program. Employees are encouraged to make use of such sources on a self-

referral basis and supervisors will assist in maintaining confidentiality. No employee's job security will be placed in jeopardy as a result of seeking and following through with corrective treatment, counseling or advice.

24.6 Employee Assistance Program (EAP): - During the term of the Agreement, the City agrees to meet with the Union to discuss updating, modifying or enhancing EAPs.

24.7 Off-Duty Activities: - The off-duty activities of employees shall not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's work performance or the program or image of the agency.

24.8 Personnel Rules Amendments: - Except for the adoption of Emergency Rules, at least fourteen (14) days prior to adoption of amendments to the City Personnel Rules, the Seattle Human Resources Director shall notify the Union of the proposed changes for purposes of allowing the Union to comment thereupon as provided in Section 3 of Ordinance 102228.

24.9 Correction of Payroll Errors:

a) In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two (2) pay periods. Upon a showing by the employee that the underpayment causes an economic hardship, the City will prepare a manual check within two (2) business days, to correct the underpayment.

b) — Upon written notice, an overpayment shall be corrected as follows:

-If the overpayment involved only one (1) paycheck:

- By payroll deductions spread over two (2) pay periods; or
- By payments from the employee spread over two (2) pay periods.

c) If the overpayment involved multiple paychecks: By a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars (\$25) per pay period.

d) If an employee separates from the City service before an overpayment is repaid: Any remaining amount due the City will be deducted from the employee's final paycheck(s).

e) By other means as may be mutually agreed between the City and the employee. The Union representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

24.10 Public Employment Programs: - As part of its public responsibility, the City may participate in or establish public employment programs to provide employment and/or training for and/or service to the City by various segments of its citizenry. Such programs may result in individuals performing work for the City that is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth

training and/or employment programs, adult training and/or employment programs, vocational rehabilitation programs, work study and student intern programs, court-ordered community service programs, volunteer programs and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work Study, Adopt-a-Park, Seattle Conservation Corps, and court-ordered Community Service. Individuals working for the City pursuant to such programs shall be exempt from all provisions of this Agreement.

The City shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the signature date of this Agreement, but where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the City shall give thirty (30) days' advance written notice to the Union of such and upon receipt of a written request from the Union thereafter, the City shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public employment program that involves the performance of bargaining unit work within a given City department, beyond what has traditionally existed shall not be the cause of (1) a layoff of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement that recently had been occupied by a regular full-time employee that performed the specific bargaining unit work now being or about to be performed by an individual under one of the City's public employment programs.

- 24.11 Public Disclosure Requests: - The City shall promptly notify the affected employee and the Union when the City receives a public disclosure request that seeks personal identifying information of an employee such as birthdate, social security number, home address, home phone number. The City shall not disclose information that is exempt from public disclosure. This Section shall be exempt from Article 7, Grievance Procedure.
- 24.12 Mileage Reimbursement :- An employee who is required by the City to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Service Code for a privately-owned automobile used for business purposes.
- 24.13 Temporary Work at Other than Regular Location: - Employees who are temporarily assigned to work at a location other than their regular place of employment shall receive additional compensation equivalent to two (2) hours regular base rate of pay for each night of required absence from their residence. This payment shall not apply to training.
- 24.14 Meal Reimbursement while on Travel Status: - An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.

24.15 Training:

The City and the Union agree training and employee talent development is beneficial to the City and the employees. Talent development, needs may be identified by the City and/or by the employees. The City will work with employees on talent development plans. The City and the Union **is** are committed to working to address **these** training needs within available resources.

A. The City shall provide the necessary training to employees covered under this Agreement to effectively perform assigned job responsibilities, and to meet ongoing or anticipated business needs

B. Available training resources shall be allocated in the following order: business needs and career development within the City of Seattle. Employees are integral partners in managing their career development.

24.16 Bulletin Boards: --The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining unit. However, such space shall not be used for notices that are political in nature. All material posted shall be the responsibility of the shop steward(s) assigned to the worksite and shall be clearly identified as IBEW Local 77 material. A copy of all material to be posted will be provided to the appropriate departmental Labor Relations Officer, Human Resources Manager or other designated representative prior to posting.

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

24.18 Notice of Temporary Change in Position: - When a temporary change in position is required by management, employees shall receive written notice of the anticipated amount of time the employee will be assigned for the temporary change. If there is a need to extend the amount of time required by the employee to remain in the temporary position the City shall provide 14 days' notice of the extension and upon request by the Union, the City will meet in good faith and discuss the reason for the extension.

24.19 Employees shall be given the tools, equipment, physical access and on-line permissions to perform their assigned work. It is the sole discretion of management to determine what tools, equipment, physical access, and on-line permissions are required to perform the assigned work. **Employees shall not be disciplined for performance resulting from not being provided the tools, equipment, physical access, and online permissions.**

24.20 City Parking Rates: (City proposal) Effective January 1, 2020, the City proposes to increase the Commute Trip Reduction ("CTR") parking benefit cost to the employee from \$7.00 to \$10.00.

24.21 Seattle Information Technology Department will provide a minimum of 400 Pluralsight (or like talent development site) licenses that will be available to employees during the term of this agreement. If the department decides to discontinue using Pluralsight (or a like talent development site) license the department will fund an Information Technology talent development fund in the amount of \$100,000 for each year that the Department does not provide the licenses. This amount will be administered in consultation with the Labor Management Committee. In the event of an economic downturn that could lead to layoffs, the parties will discuss the continuation of this fund. ~~This section expires with the collective bargaining agreement.~~

~~24.224 Boot Allowance: - Employees in the following units shall be allowed a \$200.00 per year boot allowance. This allowance shall be paid on the first check in April of each year: SCADA, Radio Shop and Cabling Infrastructure team and any other applicable groups.~~

~~24.235 Clothing Allowance: - For employees required to wear Fire Resistant (FR) Clothing, they shall receive the same amount as the intermittent wear allowances for FR clothing per Local 77 electrical workers contract Unit 100 per the current U-100 agreement.~~

~~24.235.1 - All employees will be provided with all necessary PPE including hard hats, eye protection, etc. Upon request, employees in the radio shop, fiber installation, cabling infrastructure, telephone engineering groups or any other employees doing similar work will also be provided with coveralls and gloves and any clothing necessary to complete their work with minimal wear to their own clothing.~~

~~24.246 Job Postings: - All job postings for bargaining unit positions shall include a notice of union representation (yes/no) and include union affiliation. Job posting shall include the salary range. Job postings shall include both job classification and working title. The union shall be allowed to contest a job posting they feel should be represented.~~

~~24.257 Residency: - Employees shall be required to live within 3 hours of their normal work location.~~

~~24.2630 - The City agrees to collaborate with the union on working titles to be entered into the City's HRIS system upon completion of the Talent Modernization Project is completed.~~

**ARTICLE 25 – ITP-A WORKING RULES**

25.1 The Parties agree to exclude the following Articles and Sections of the contract from applying to the Information and Technology Professional A Bargaining Unit:

- A.\_Section 5.3-Temporary Employees (Not applicable)
- B. Article 8-Discipline (Just Cause)
- C.\_Section 21.1.B-Interdepartmental Transfers

25.2 Executive Leave

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

25.3 Merit Leave

- A. The appointing authority or designee may annually award eligible full-time employees a maximum of forty-eight (48) hours of paid merit leave in recognition of exceptional job performance.
- B. The appointing authority or designee may annually award eligible part-time employees paid merit leave proportionate to their part-time status in recognition of exceptional job performance. For example, a 75% employee may receive up to 75% of forty-eight (48) hours, or thirty-six (36) hours annually.
- C. Employees may be awarded up to forty-eight (48) hours of merit leave regardless of his or her length of service in a given year. Part-time employees may be granted up to their prorated maximum regardless of his or her length of service in a given year.

- D. Merit leave is awarded in December in recognition of the current year's performance. Employees may use the current year's award beginning in January of the year following the year of the award.
- E. Employees must use merit leave in increments of eight (8) hours. Part-time employees must use merit leave in increments equivalent to the length of their normal workday.
- F. Merit leave has no cash value and cannot be cashed out or carried over from year to year.
- G. Employees who have not met performance expectations shall not be eligible for merit leave for the following year.  
~~G.~~
- H. Merit leave shall be awarded to individual employees in accordance with Appendix A.5 of this agreement.

#### 25.4 Occasional Absences of Less than Four Hours

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

## **ARTICLE 26 – TELECOMMUTING**

- 26.1 Nothing in this Article abridges the Employer's rights enumerated within this Agreement.
- 26.2 Telecommuting is an arrangement in which an employee's job duties may be performed at an alternative worksite, such as the employee's residence or a satellite office located closer to the employee's residence than the primary worksite where the employee is regularly assigned.
- 26.3 Telecommuting is recognized by the City and its employees as a practical, feasible and durable work alternative when it benefits the City of Seattle in one (1) or more of the following ways:
- A. Maintains and enhances the delivery and resilience of City services;
  - B. Improves employee effectiveness, productivity and morale;
  - C. Maximizes utilization of City of Seattle office facilities;
  - D. Reduces absenteeism;
  - E. Promotes employee health and wellness, including ergonomic health;
  - F. Improves employee recruitment and retention;
  - G. Improves air quality and reduce traffic congestion;
  - H. Enhances the working life and opportunities of persons with disabilities; and
  - I. Other reasons as defined by the appointing authority.
- 26.4 Telecommuting Agreement – Telecommuting is encouraged but not mandated for employees, including temporary employees. Each bargaining unit member will have the opportunity to request a telecommuting agreement. The bargaining unit member must submit the request in writing to the City.

The City and the bargaining unit member will evaluate the feasibility of a request through an interactive process consistent with Personnel Rule 9.2 -Telecommuting. The City will consider all information provided by the bargaining unit member, including but not limited to health and safety, childcare, elder care and other family care, equity and transportation needs when making a decision on whether to grant a request.

When reporting to a primary worksite is required by an “in-office” weekly minimum policy, four hours work shall constitute an “in office” shift and the minimums may be met based on an average within a pay period. “In office” will include field work such as, but not limited to, inspections, public meetings, trainings, events and work at City designated facilities, provided the employee is in paid status and performing work on behalf of the City.

The employee shall report to the employing unit's primary worksite for public-facing services when so directed. The employee shall take reasonable precautions to protect City owned equipment, if any, from theft, damage, or misuse. It remains the employer's responsibility to insure equipment used for approved telecommuting purposes.

The decision of whether or not to grant a telecommuting agreement must be stated in writing and must include the reason(s) for the denial or approval, and provided to the employee. Supervisors will add information about telecommuting agreement eligibility to position descriptions and job postings. Working relationship between supervisor and employee, negative performance reviews and/or employee disciplinary history unrelated to telecommuting may not be considered as the sole basis for denial of a telecommuting agreement request unless the City has documented a nexus between the performance/discipline and the remote work request.

Denied telecommuting agreement requests will be reported to the Union. The bargaining unit member will have the opportunity to request a reconsideration of a denial to the Appointing Authority or designee.

Changes to Agreed Telecommuting Agreements – Bargaining unit members approved for telecommuting acknowledge and recognize that business and/or employee needs arise that may necessitate a temporary deviation from an approved telecommuting agreement. The City or employee shall provide as much advance notice as possible. Alternative deviations may be considered and such deviations, whenever possible, should be infrequent.

The terms and conditions of individual telecommuting agreement shall be set forth in completed and signed remote work agreements with a copy provided to the Union.

- 26.5 The City or the bargaining unit member may initiate a telecommuting agreement, in writing, with a minimum advance notice of thirty (30) calendar days. When the City terminates a Telecommuting Agreement, the employee must receive written notification stating the reason(s) for the termination. Upon receiving written notification of termination, the employee may appeal the termination of the schedule to the department head. The employee may have a union representation during an appeal meeting.

**ARTICLE 27 – SAVINGS CLAUSE**

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

**ARTICLE 28 – SUBORDINATION OF AGREEMENT**

- 28.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail.
- 28.2 It is also understood that the parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

**ARTICLE 29 – TERM OF AGREEMENT**

- 29.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through December 31, 2022~~5~~. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90), but not more than one hundred twenty (120), days prior to December 31, 2022~~5~~. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.
- 29.2 During the term of this Agreement, the City and the Union agree to enter into bargaining on impacts associated with the following:
- a) Continuation of the 2020 increased Transit Subsidy;
  - b) A wage study to be conducted in the event that the Talent Modernization Project is not completed. Implementation of the Affordable Care Act (ACA).
  - ~~b) Changes arising from or related to the Washington Paid Family and Medical Leave Program (Title 50A RCW) including, but not limited to, changes to the City's current paid leave benefit which may arise as a result of final rulemaking from the State of Washington.~~
  - ~~e) Modifications to Personnel Rule 10.3.3 to include current employees in the City's criminal — background check policy.~~

Signed this \_\_\_\_\_ day of \_\_\_\_\_,  
2019~~2~~43.

IBEW LOCAL UNION NO. 77

CITY OF SEATTLE  
Executed Under Authority of

Ordinance No.: \_\_\_\_\_

\_\_\_\_\_  
Steven Kovac, Business Representative

\_\_\_\_\_  
Bruce Harrell, Mayor City of Seattle

---

Sascha Sprinkle, Labor Negotiator City of Seattle

**SCHEDULE A – WAGE RATES**  
UPDATE TO INCLUDE WAGES AND TELECOM TITLES

A 1.1 Wage rates for ~~2023 Years 1~~ and ~~20242~~ for classifications covered under this Agreement shall be \_\_\_\_\_ as follows:

**Effective January 4, 2023:**

<u>ITP-A</u>	<u>\$55.03/hr - \$82.55/hr</u>
<u>ITP-B</u>	<u>\$48.19/hr - \$72.33/hr</u>
<u>ITP-C</u>	<u>\$42.14/hr - \$63.21/hr</u>

	Step 1	Step 2	Step 3	Step 4	Step 5
<u>Telecom Syst Installer</u>	<u>37.82</u>	<u>39.23</u>	<u>40.77</u>	<u>42.31</u>	<u>43.94</u>
<u>Telecom Syst Installer, Senior</u>	<u>44.36</u>	<u>46.16</u>	<u>47.88</u>	<u>49.88</u>	<u>-</u>

**Effective January 3, 2024:**

<u>ITP-A</u>	<u>\$57.79/hr - \$86.70/hr</u>
<u>ITP-B</u>	<u>\$50.61/hr - \$75.96/hr</u>
<u>ITP-C</u>	<u>\$44.26/hr - \$66.38/hr</u>

	Step 1	Step 2	Step 3	Step 4	Step 5
<u>Telecom Syst Installer</u>	<u>39.72</u>	<u>41.20</u>	<u>42.81</u>	<u>44.44</u>	<u>46.14</u>
<u>Telecom Syst Installer, Senior</u>	<u>46.59</u>	<u>48.48</u>	<u>50.29</u>	<u>52.38</u>	<u>-</u>

	<b><u>Year 1</u></b> Effective <b><u>December 26,</u></b> <b><u>2018</u></b>	<b><u>Year 2</u></b> Effective <b><u>December 25,</u></b> <b><u>2019</u></b>
<del>Information Technology Professional C</del>	<del>\$36.19 - \$54.27</del>	<del>\$37.49 - \$ 56.23</del>
<del>Information Technology Professional B</del>	<del>\$41.39 - \$62.11</del>	<del>\$42.88 - \$64.34</del>

IBEW Local 77, Information Technology Professionals' Unit CBA  
Effective through December 31, 2025

~~A.1.2 Effective January 6, 2021, employees base wages will be increased by 1.0% plus 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2018 through June 2019 to the period June 2019 through June 2020, minimum 1.5%, maximum 4%.~~

~~A.1.3 Effective January 5, 2022, employees base wages will be increased by 100% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2019 through June 2020 to the period June 2020 through June 2021, minimum 1.5%, maximum 4%.~~

~~A.1.2~~ For 2025 wages, refer to Article 19.4.

**APPENDIX A**

1. The Parties agree the intent of the language in Article 12 and Article 18, section 18.4 is that an employee can receive up to a maximum of 3 times the employee hourly rate and that there will be no pyramiding of holiday hours. As an example: Holiday pay + overtime pay (either 1.5 or 2 times the employee hourly rate).
2. The Parties agree the proper holiday payroll time card coding for the employees is the outlined below and that this timecard coding reflects the intent of the collective bargaining agreement contract language as outlined in Article 12 and Article 18.

**Example #1 – Employee works 4 hours (with 14 days’ notice) on a holiday**

Earn Code (Ern Cd)	Date: i.e. 9/3/18
HA_ <del>_____</del> City Holiday Pay	8
Overtime Pay (1.5X)	4

**Example #2 – Employee works 4 hours (without 14 days’ notice) on a holiday**

Earn Code (Ern Cd)	Date: i.e. 7/4/18
HA_ <del>_____</del> City Holiday Pay	8
Overtime Pay (2X)	4

**Example #3 – Employee does not work on the holiday; employee is on call for 24 hours**

Earn Code (Ern Cd)	Date: i.e. 9/3/18
HA_ <del>_____</del> City Holiday Pay	8
<del>_____</del> Standby Pay	24

**Example #4 – Employee works 4 hours (with 14 days’ notice and told they are going to work 4 hours on the holiday) and is assigned on call for 20 additional hours on the holiday.**

Earn Code (Ern Cd)	Date: i.e. 9/3/18
HA City Holiday Pay	8
Overtime Pay (1.5)	4
Standby Pay	20

**Example #5 – Employee who is assigned on call (with 14 days’ notice) but is not told a specific time to report to work**

Earn Code (Ern Cd)	Date: i.e. 9/3/18
HA —City Holiday Pay	8
Overtime Pay (2.0)	4
-Standby Pay	20

3. The Parties agree the intent of the language in Article 18, specifically, Sections 18.6, 18.7 and 18.8, Below are examples.

**Example 1. - Overtime coincident to the end of the scheduled workday.** This situation occurs where a manager asks an employee to stay late to finish an assignment. The employee accepts the overtime assignment and works beyond the normal 8.0 hours (or per alternative work schedule agreement). The employee records actual overtime worked, in fifteen-minute increments, in their timesheet at a 1.5 hourly overtime rate. Figure 1 below illustrates this example. The green block in the figure 1 represents actual overtime worked.

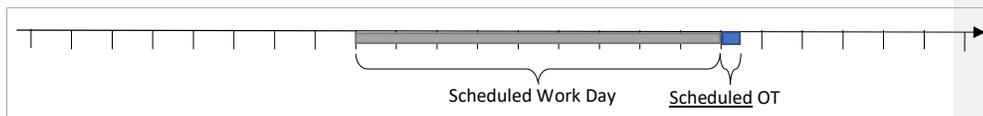


Figure 1. Example 1 Illustrated

**Example 2. - Overtime after the scheduled workday.** This situation occurs where the employee from example 1 prefers and the manager agrees that the employee returns home after the scheduled workday and performs the work remotely (this is for the work requested at the time and not to pyramid with other overtime work). The employee performs the work as scheduled. The employee records actual overtime worked, in fifteen-minute increments, in their timesheet at a 1.5 hourly overtime rate. Figure 2 below illustrates this example.

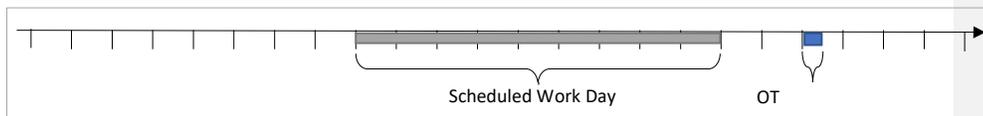


Figure 2. Example 2 Illustrated

**Example 3. - Scheduled overtime after the scheduled workday but delayed (Section 18.6 and 18.7).** This situation occurs where an employee is assigned scheduled work as part of an after-hours deployment by their manager. The employee’s work is scheduled to start at a defined stage in the deployment plan. The employee learns that the start time of their scheduled work is delayed. After the delay the employee completes their work. The employee records standby time at the 0.1 hourly rate from the scheduled start of the overtime work until the actual start of overtime work, then records two hour minimum call back, if the total duration of the work exceeds two (2) hours, overtime will be paid for the actual time spent performing such duties. Employees who respond within two (2) hours from the starting time of their next regularly scheduled work shift shall be compensated at the overtime rate of pay for only those hours immediately preceding the start of their next regularly scheduled work shift, and the remote response provision shall not apply.

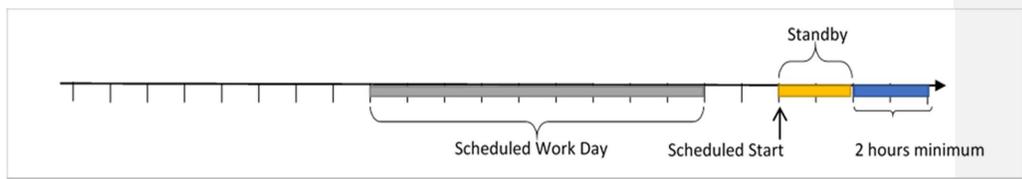


Figure 3. Illustrates this example. The yellow block in figure 3 represents the delay, waiting to begin overtime work; and, the blue block represents the two (2) hour minimum e-Earned.



Legislation Text

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**File #:** CB 120778, **Version:** 2

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**CITY OF SEATTLE**

**ORDINANCE \_\_\_\_\_**

**COUNCIL BILL \_\_\_\_\_**

AN ORDINANCE relating to surveillance technology implementation; authorizing approval of uses and accepting the 2023 updated surveillance impact report and 2023 executive overview for the Seattle Police Department's use of Automated License Plate Reader technology.

WHEREAS, on April 19, 2021, the City Council passed Ordinance 126312, adopting the original Surveillance Impact Report (SIR) for the Automated License Plate Reader (ALPR) technology; and

WHEREAS, subsection 14.18.020.F of the Seattle Municipal Code (SMC), enacted by Ordinance 125376 and last amended by Ordinance 125679, states that "[a]ny material update to an SIR, such as to change the purpose or manner in which a surveillance technology may be used, shall be by ordinance"; and

WHEREAS, City departments have engaged the Seattle Information Technology Department (Seattle IT) regarding potential changes in their technologies that have occurred since the original SIRs were passed by the Council; and

WHEREAS, ensuring compliance now requires operationalizing a defined process for submission of updated SIRs reflecting the material updates; and

WHEREAS, Seattle IT has worked with stakeholders including Council Central Staff, the Office of the Inspector General (OIG), City Auditor's Office, City Attorney's Office, and others to develop a working definition of "Material Update" and this is reflected in the Seattle IT POL-203 Surveillance Policy updates, finalized at the end of 2022; and

WHEREAS, material updates include new capabilities and uses of the technology, not included in the SIR approved by the Council, and are evaluated with consideration of the following categories - 1) Purpose:

The specific purpose(s) for the surveillance technology, 2) Functionality: The type of operations that can be run on the surveillance technology, 3) Allowable Uses: Authorized uses, the rules and processes required before that use, and uses that are prohibited, 4) Surveillance Data: Expanded scope of data collected or data processing activities associated with the technology (including changes in data sharing), 5) Data Retention: What data is retained and for how long; includes changes in the storage of data, and 6) Civil Rights and Civil Liberties Impacts: New or newly discovered negative impact(s) as reported by the Chief Technology Officer's (CTO's) annual Equity Impact Assessment; and

WHEREAS, a surveillance technology that undergoes a material update that is not reported to Seattle IT may be ordered by the CTO to be removed from service until the impacts of the change can be determined and documented under the terms of Seattle Municipal Code Chapter 14.18 and this policy; and

WHEREAS, expanding ALPR functionality as a component of the existing in-car video platform to include all SPD vehicles with onboard in-car video qualifies as a material update; and

WHEREAS, the back-office system through which ALPR camera data are interpreted and ALPR is administered will change from the Neology PIPS platform to the expanded Axon Fleet Hub platform qualifies as a material update; and

WHEREAS, all sworn SPD officers will be trained in the use of the in-car video with ALPR enabled functionality; and

WHEREAS, expanded ALPR capability will allow SPD to better address the growing vehicle theft problem. Motor vehicle theft has increased citywide by 89.6 percent since the pre-pandemic year of 2019, from 3,992 reported incidents to 7,569. This upward trend continues, with an increase of 9.6 percent in the first 11 months of 2023 compared to the same period in 2022, from 6,906 to 7,569 reported incidents; and

WHEREAS, SPD detectives have noted links between vehicle theft and gun violence, robberies, commercial burglaries; and

WHEREAS, the updated functionality of ALPR is important to achieve the Police Department’s mission to prevent crime, enforce the law, and support quality public safety by delivering respectful, professional, and dependable police services; NOW, THEREFORE,

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

Section 1. Pursuant to Ordinances 125376 and 125679, the City Council approves use of the Seattle Police Department’s use of Automated License Plate Reader (ALPR) Fleet-Wide and accepts the updated 2023 Surveillance Impact Report (SIR) for this technology, attached to this ordinance as Attachment 1, and the Executive Overview for the same technology, attached to this ordinance as Attachment 2.

Section 2. The Seattle Police Department’s use of the ALPR technology is approved, provided that the Seattle Police Department shall not disclose ALPR data in response to a records request made under the Public Records Act (chapter 42.56 RCW), or otherwise publicly disclose ALPR data in a manner that links a license plate to a time, date, or location, unless required to do so by court order or applicable law. The Seattle Police Department's legal counsel shall promptly notify the City Council’s legislative legal counsel of any such court order or applicable law.

Section 3. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
President \_\_\_\_\_ of the City Council

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Scheereen Dedman, City Clerk

(Seal)

**Attachments:**

Attachment 1 - 2023 Surveillance Impact Report: Automated License Plate Recognition (ALPR) (Fleet-Wide)

Attachment 2 - 2023 Surveillance Impact Report Executive Overview: Automated License Plate Recognition (ALPR) (Fleet-Wide)

**2023 Surveillance Impact Report**

# **AUTOMATED LICENSE PLATE RECOGNITION (ALPR) (FLEET-WIDE)**

**Seattle Police Department**

# Surveillance Impact Report (“SIR”) overview

## About the Surveillance Ordinance

The Seattle City Council passed Ordinance [125376](#), also referred to as the “Surveillance Ordinance,” on September 1, 2017. SMC 14.18.020.b.1 charges the City’s executive with developing a process to identify surveillance technologies subject to the ordinance. Seattle IT, on behalf of the executive, developed and implemented a process through which a privacy and surveillance review is completed prior to the acquisition of new technologies. This requirement, and the criteria used in the review process, are documented in [Seattle IT Policy PR-02](#), the “Surveillance Policy”.

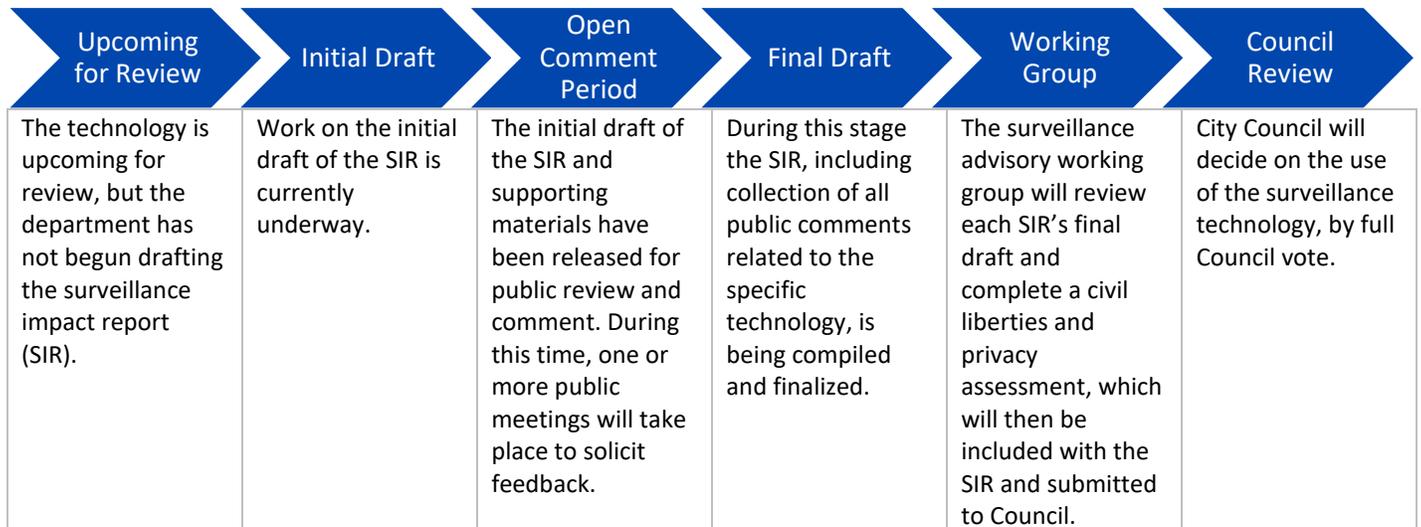
## How this Document is Completed

This document is completed by the requesting department staff, supported and coordinated by the Seattle Information Technology Department (“Seattle IT”). As Seattle IT and department staff complete the document, they should keep the following in mind.

1. Responses to questions should be in the text or checkboxes only; all other information (questions, descriptions, etc.) Should **not** be edited by the department staff completing this document.
2. All content in this report will be available externally to the public. With this in mind, avoid using acronyms, slang, or other terms which may not be well-known to external audiences. Additionally, responses should be written using principally non-technical language to ensure they are accessible to audiences unfamiliar with the topic.

## Surveillance Ordinance Review Process

The following is a high-level outline of the complete SIR review process.



# Privacy Impact Assessment

## Purpose

A Privacy Impact Assessment (“PIA”) is a method for collecting and documenting detailed information collected in order to conduct an in-depth privacy review of a program or project. A PIA asks questions about the collection, use, sharing, security and access controls for data that is gathered using a technology or program. It also requests information about policies, training and documentation that govern use of the technology. The PIA responses are used to determine privacy risks associated with a project and mitigations that may reduce some or all of those risks. In the interests of transparency about data collection and management, the City of Seattle has committed to publishing all PIAs on an outward facing website for public access.

## When is a Privacy Impact Assessment Required?

A PIA may be required in two circumstances.

1. When a project, technology, or other review has been flagged as having a high privacy risk.
2. When a technology is required to complete the surveillance impact report process. This is one deliverable that comprises the report.

## 1.0 Abstract

### 1.1 Please provide a brief description (one paragraph) of the purpose and proposed use of the project/technology.

Seattle Police Department facilitates the flow of traffic (by monitoring and enforcing City parking restrictions) and recovers lost and stolen property through a number of means including Automated License Plate Reader (ALPR) technology. ALPR is utilized in the recovery of stolen vehicles, to assist with active investigations, Scofflaw Law enforcement, and parking enforcement.

This Surveillance Impact Report focuses on SPD use of ALPR as a necessary law enforcement tool in two capacities:

1. Property Recovery – SPD employs ALPR to locate stolen vehicles, as well as vehicles associated with a court-issued warrant.
2. Investigation – On occasion, SPD relies on license plate data to locate vehicle placement within the past 90 days (retention period), in the course of an active investigation or in support of legal proceedings.

Note that ALPR usage for parking enforcement is discussed in the Surveillance Impact Report entitled “Parking Enforcement Systems.”

### 1.2 Explain the reason the project/technology is being created or updated and why the PIA is required.

ALPR collects license plate information from vehicles, which could, if unregulated and indiscriminately used, be linked to other data to personally identify individuals.

## 2.0 Project / Technology Overview

Provide an overview of the project or technology. The overview gives the context and background necessary to understand the purpose, mission and justification for the project / technology proposed.

### 2.1 Describe the benefits of the project/technology.

ALPR assists the City in managing the flow of traffic by monitoring and enforcing City parking restrictions and locating and recovering lost/stolen property. Additionally, the ALPR system aids with active criminal investigations by helping to determine the location of vehicles of interest related to a specific case.

### 2.2 Provide any data or research demonstrating anticipated benefits.

General news reporting about ALPR Benefits: <https://patch.com/california/glendora/plate-reader-helps-police-find-stolen-cars-make-warrant-arrests>

### **2.3 Describe the technology involved.**

Fleet-wide ALPR for SPD Patrol operations is a component of the Axon Fleet 3 in-car video platform.

The high-speed cameras capture images of license plates as they move into view, and associated software deciphers the characters on the plate, using optical character recognition. This interpretation is then immediately checked against any license plate numbers that have been uploaded into the onboard, in-vehicle software system. Twice a day, the License Plate Reader File (known as the HotList), a list of license plate numbers from the Washington Crime Information Center (WACIC) and the FBI’s National Crime Information Center (NCIC), is uploaded into the ALPR system (via a connection to WACIC), which is a source of “hits” for the license plate reader system. The license plate numbers compiled on the HotList “may be stolen vehicles, vehicles wanted in conjunction with felonies, wanted persons, and vehicles subject to seizure based on federal court orders” (WSP Memorandum of Understanding No. C141174GSC; March 11, 2014). Other sources include the City of Seattle Municipal Court’s scofflaw list and content uploaded for overtime and metered parking enforcement (which are covered in the Parking Enforcement Systems SIR). No ALPR data collected by SPD are automatically uploaded into any system outside of SPD.

SPD contracts with Axon to provide both ALPR enabled in-car video hardware and software for the Fleet 3 Hub software system through which camera reads are interpreted and administrative control is managed. This includes the ability to set and verify retention periods, track and log user activity, view camera “read” and “hit” data, and manage user permissions.

The configuration is designed such that the cameras capture the images and filter the reads through the linked Fleet 3 Hub software to determine if/when a hit occurs.

When the software identifies a hit, it issues an audible alert, and a visual notification informs the user which list the hit comes from – HotList; Scofflaw; time-restricted overtime parking.

A “HIT” triggers a chain of responses from the user that includes visual confirmation that the computer interpretation of the camera image is accurate, and the officer verbally checks with Dispatch for confirmation that the license plate is truly of interest before any action is taken. This is done to ensure the system is accurately reading license plates. When an inaccuracy is detected, users may choose to enter a note into the system that the “hit” was a misread.

All data collected by the ALPR systems – images, computer-interpreted license plate numbers, date, time, and GPS location – are stored and retained for 90 days. After 90 days, all data collected by the ALPR systems is automatically deleted (unless it has been flagged as serving an investigative purpose – in which case, it is included in an investigation file).

### **2.4 Describe how the project or use of technology relates to the department’s mission.**

The mission of the Seattle Police Department is to prevent crime, enforce the law, and support quality public safety by delivering respectful, professional, and dependable police services. SPD's department priorities include the use of best practices that include officer safety guidelines and performance-based accountability to provide progressive and responsive police services to crime victims, witnesses, and all members of the community, and to structure the organization to support the SPD mission and field a well-trained sworn and non-sworn workforce that uses technology, training, equipment, and research strategically and effectively.

Seattle Police Department uses ALPR technology in its pursuit of maintaining public safety and enforcing applicable laws related to stolen vehicles and other crimes.

### **2.5 Who will be involved with the deployment and use of the project / technology?**

All SPD vehicles with onboard in-car video will have ALPR functionality enabled. All sworn SPD officers will be trained in the use of the in-car video with ALPR enabled functionality.

## **3.0 Use Governance**

Provide an outline of any rules that will govern the use of the project / technology. Please note: non-City entities contracting with the City are bound by restrictions specified in the surveillance ordinance and privacy principles and must provide written procedures for how the entity will comply with any restrictions identified.

**3.1 Describe the processes that are required prior to each use, or access to/ of the project / technology, such as a notification, or check-in, check-out of equipment.**

Prior to gaining access to the ALPR system, potential users must be trained. Once this training has been verified with the ALPR administrator, users are given access and must log into the system with unique login and password information whenever they employ the technology. They remained logged into the system the entire time that the ALPR system is in operation. The login and use history is logged and can be audited.

Patrol Officers are assigned the vehicles to use while on-shift.

**3.2 List the legal standards or conditions, if any, that must be met before the project / technology is used.**

ALPR systems can be used during routine patrol, specific to a criminal investigation (i.e., to locate a stolen vehicle), or parking enforcement as per [SPD Policy 16.170](#).

The policy requires that users must be trained; they must be certified in A Central Computerized Enforcement Service System ([ACCESS](#)) – a computer controlled communications system maintained by Washington State Patrol that extracts data from multiple repositories, including Washington Crime Information Center, Washington State Identification System, the National Crime Information Center, the Department of Licensing, the Department of Corrections Offender File, the International Justice and Public Safety Network, and PARKS - and trained in the proper use of ALPR. In addition, the policy limits use of the technology to strictly routine patrol or criminal investigation. Further, the policy clarifies that users may only access ALPR data when that data relates to a specific criminal investigation. A record of these requests is maintained by the ALPR administrator.

**3.3 Describe the policies and training required of all personnel operating the project / technology, and who has access to ensure compliance with use and management policies.**

[SPD Policy 16.170](#) addresses Automatic License Plate Readers. The policy requires that users must be trained; they must be certified in A Central Computerized Enforcement Service System ([ACCESS](#)) – a computer controlled communications system maintained by Washington State Patrol that extracts data from multiple repositories, including Washington Crime Information Center, Washington State Identification System, the National Crime Information Center, the Department of Licensing, the Department of Corrections Offender File, the International Justice and Public Safety Network, and PARKS - and trained in the proper use of ALPR. In addition, the policy limits use of the technology to strictly routine patrol or criminal investigation. Further, the policy clarifies that users may only access ALPR data when that data relates to a specific criminal investigation. A record of these requests is maintained by the ALPR administrator.

SPD's Audit Unit monitors compliance for ALPR use for Patrol.

## 4.0 Data Collection and Use

### 4.1 Provide details about what information is being collected from sources other than an individual, including other IT systems, systems of record, commercial data aggregators, publicly available data and/or other City departments.

Data collected from ALPR includes license plate image, computer-interpreted read of the license plate number, date, time, and GPS location.

All ALPR-equipped vehicles upload a daily HotList that contains only license plate numbers, with the associated states, that are under active search warrant from NCIC and WASIC.

### 4.2 What measures are in place to minimize inadvertent or improper collection of data?

When the ALPR system registers a hit – a match to license plate number listed on the HotList (as described in 2.3 above) - the user must verify accuracy before taking any action. For instance, when the system registers a hit on a stolen vehicle, the user must visually verify that the system accurately read the license plate and, if so, must then contact Dispatch to verify accuracy of the hit – that the vehicle is actually listed as stolen. Only then does the user take action.

Unless a hit has been flagged for investigation and exported from the database for this purpose, all captured data will be automatically deleted after 90 days, per department retention policy.

### 4.3 How and when will the project / technology be deployed or used? By whom? Who will determine when the project / technology is deployed and used?

In-car video systems with enabled ALPR will be used in Patrol on a daily basis by authorized police officers (see 2.5 above).

### 4.4 How often will the technology be in operation?

In-car video systems with enabled ALPR will be used in Patrol on a daily basis by authorized police officers (see 2.5 above).

### 4.5 What is the permanence of the installation? Is it installed permanently, or temporarily?

Fleet-wide ALPR is a component of permanently installed in-car video.

### 4.6 Is a physical object collecting data or images visible to the public? What are the markings to indicate that it is in use? What signage is used to determine department ownership and contact information?

Fleet-wide ALPR is a component of permanently installed in-car video. Most SPD vehicles which have in-car video units installed are clearly marked as police vehicles. In-car video with enabled ALPR is installed in a few unmarked SPD vehicles which also have in-car video units.

#### 4.7 How will data that is collected be accessed and by whom?

Only authorized users can access the data collected by ALPR. Per [SPD Policy 16.170](#), authorized users must access the data only for active investigations and all activity by users in the system is logged and can be audited. SPD personnel within specific investigative units have access to ALPR data during its retention window of 90 days, during which time they can reference the data if it relates to a specific investigation.

Data removed from the system/technology and entered into investigative files is securely inputted and used on SPD's password-protected network with access limited to detectives and identified supervisory personnel.

SPD employee access is controlled by SPD Manual Title 12 provisions governing Department Information Systems including [SPD Policy 12.040](#) - Department-Owned Computers, Devices & Software, [SPD Policy 12.050](#) - Criminal Justice Information Systems, [SPD Policy 12.080](#) – Department Records Access, Inspection & Dissemination, [SPD Policy 12.110](#) – Use of Department E-mail & Internet Systems, and [SPD Policy 12.111](#) – Use of Cloud Storage Services.

#### 4.8 If operated or used by another entity on behalf of the City, provide details about access, and applicable protocols.

ALPR systems are operated and used only by SPD personnel.

#### 4.9 What are acceptable reasons for access to the equipment and/or data collected?

Users can only access the equipment for purposes earlier outlined (see 1.0) – recovery of lost or stolen property, to assist with active investigations, Scofflaw Law enforcement, and parking enforcement. Per SPD [Policy 16.170](#), “ALPR may be used during routine patrol or any criminal investigation,” and users can access “patrol ALPR data only when the data relates to a specific criminal investigation.”

#### 4.10 What safeguards are in place for protecting data from unauthorized access (encryption, access control mechanisms, etc.) And to provide an audit trail (viewer logging, modification logging, etc.)?

Individuals can only access the ALPR system via unique login credentials. Hardware systems can only be accessed in-vehicle. As previously noted, all activity in the system is logged and can be audited.

SPD's Audit Unit can conduct an audit of the system at any time. The Office of Inspector General and the federal monitor can also access all data and audit for compliance at any time.

## 5.0 Data Storage, Retention and Deletion

### 5.1 How will data be securely stored?

All data collected from the ALPR system is stored, maintained, and managed in a CJIS certified evidence retention platform. Retention is automated, such that unless a record is identified as being related to a criminal investigation and exported in support of that investigation, all ALPR data is deleted after 90 days. No backup data is captured or retained.

### 5.2 How will the owner allow for departmental and other entities, to audit for compliance with legal deletion requirements?

SPD's Audit Unit can conduct an audit of any SPD system at any time. In addition, the Office of Inspector General can access all data and audit for compliance at any time.

SPD conducts periodic reviews of audit logs and they are available for review at any time by the Seattle Intelligence Ordinance Auditor under the City of Seattle Intelligence Ordinance. The software automatically alerts users of data that must be deleted under legal deletion requirements such as 28 CFR Part 23.

### 5.3 What measures will be used to destroy improperly collected data?

Once a license plate has been read, this data is automatically retained for a period of 90 days. Unless the data is needed for a specific investigation, it is automatically deleted after 90 days.

### 5.4 which specific departmental unit or individual is responsible for ensuring compliance with data retention requirements?

Seattle City IT, in conjunction with SPD's ALPR administrator, is responsible for ensuring compliance with data retention requirements. Additionally, external audits by OIG and the Federal Monitor can review and ensure compliance, at any time.

## 6.0 Data Sharing and Accuracy

### 6.1 Which entity or entities inside and external to the City will be data sharing partners?

No person, outside of SPD, has direct access to the ALPR system or the data while it resides in the system.

Data obtained from the system may be shared outside SPD as required by law.

Data may be shared with outside entities in connection with criminal investigations and prosecutions:

- Seattle City Attorney’s Office
- King County Prosecuting Attorney’s Office
- King County Department of Public Defense
- Private Defense Attorneys
- Seattle Municipal Court
- King County Superior Court
- Similar entities where prosecution is in Federal or other State jurisdictions

Data may be made available to requesters pursuant to the Washington Public Records Act, [Chapter 42.56 RCW](#) (“PRA”). SPD will apply applicable exemptions to the data before disclosing to a requester. Individuals have the right to inspect criminal history record information maintained by the department ([RCW 10.97.030](#), [SPD Policy 12.050](#)). Individuals can access their own information by submitting a public disclosure request.

Per [SPD Policy 12.080](#), the Crime Records Unit is responsible for receiving, recording, and responding to requests “for General Offense Reports from other City departments and from other law enforcement agencies, as well as from insurance companies.”

Discrete pieces of data collected by the ALPR may be shared with other law enforcement agencies in wanted bulletins, and in connection with law enforcement investigations jointly conducted with those agencies, or in response to requests from law enforcement agencies investigating criminal activity as governed by [SPD Policy 12.050](#) and [12.110](#). All requests for data from Federal Immigration and Customs Enforcement (ICE) authorities are referred to the Mayor’s Office Legal Counsel in accordance with the Mayoral Directive, dated February 6, 2018.

SPD shares data with authorized researchers pursuant to properly executed research and confidentiality agreements as provided by [SPD Policy 12.055](#). This sharing may include discrete pieces of data related to specific investigative files collected by the ALPR system.

## 6.2 Why is data sharing necessary?

Data sharing is frequently necessary during the course of a criminal investigation to follow up on leads and gather information on suspects from outside law enforcement agencies. Cooperation between law enforcement agencies is an essential part of the investigative process.

Products developed using this information may be shared with other law enforcement agencies. All products created with the information used in this project will be classified as Law Enforcement Sensitive. Any bulletins will be marked with the following restrictions: LAW ENFORCEMENT SENSITIVE — DO NOT LEAVE PRINTED COPIES UNATTENDED — DISPOSE OF IN SHREDDER ONLY – NOT FOR PUBLIC DISPLAY OR DISTRIBUTION — DO NOT FORWARD OR COPY.

### **6.3 Are there any restrictions on non-City data use?**

Yes  No

**6.3.1 If you answered yes, provide a copy of the department’s procedures and policies for ensuring compliance with these restrictions.**

Law enforcement agencies receiving criminal history information are subject to the requirements of [28 CFR Part 20](#). In addition, Washington State law enforcement agencies are subject to the provisions of [WAC 446-20-260](#), and [RCW Chapter 10.97](#).  
Once disclosed in response to PRA request, there are no restrictions on non-City data use; however, applicable exemptions will be applied prior to disclosure to any requestor who is not authorized to receive exempt content.

**6.4 How does the project/technology review and approve information sharing agreements, memorandums of understanding, new uses of the information, new access to the system by organizations within City of Seattle and outside agencies?**

Research agreements must meet the standards reflected in [SPD Policy 12.055](#). Law enforcement agencies receiving criminal history information are subject to the requirements of [28 CFR Part 20](#). In addition, Washington State law enforcement agencies are subject to the provisions of [WAC 446-20-260](#), and [RCW Chapter 10.97](#).  
Following Council approval of the SIR, SPD must seek Council approval for any material change to the purpose or manner in which the [system or technology] may be used.

**6.5 Explain how the project/technology checks the accuracy of the information collected. If accuracy is not checked, please explain why.**

System users are trained to visually verify accuracy, comparing a license plate hit to the physical plate/vehicle that the system read before taking any action. If they note a misread, they can enter a note into the system recognizing the read, as such. If they cannot verify visually, no action is taken.

**6.6 Describe any procedures that allow individuals to access their information and correct inaccurate or erroneous information.**

Individuals may request records pursuant to the PRA, and individuals have the right to inspect criminal history record information maintained by the department ([RCW 10.97.030](#), [SPD Policy 12.050](#)). Individuals can access their own information by submitting a public disclosure request.

## **7.0 Legal Obligations, Risks and Compliance**

**7.1 What specific legal authorities and/or agreements permit and define the collection of information by the project/technology?**

ALPR use is not legally constrained at the local, state, or federal level. Instead, retention of data is restricted. SPD retains license plate data that is not case specific (i.e., related to an investigation) for 90 days.

Case specific data is maintained for the retention period applicable to the specific case type.

**7.2 Describe what privacy training is provided to users either generally or specifically relevant to the project/technology.**

SPD Policy 12.050 mandates that all employees receive Security Awareness Training (Level 2), and all employees also receive City Privacy Training. All SPD employees must adhere to laws, City policy, and Department Policy (SPD Policy 5.001), many of which contain specific privacy requirements. Any employees suspected of being in violation of laws or policy or other misconduct are subject to discipline, as outlined in SPD Policy 5.002.

**7.3 Given the specific data elements collected, describe the privacy risks identified and for each risk, explain how it was mitigated. Specific risks may be inherent in the sources or methods of collection, or the quality or quantity of information included.**

Each component of data collected, on its own, does not pose a privacy risk. Paired with other known or auditable information, however, an individual may be able to personally identify owners of vehicles, and then use that information to determine, to a certain degree, where specific vehicles have been located. Because SPD’s fleet-wide ALPR cameras are not fixed in location and records are only retained for 90 days, privacy risk is substantially mitigated because of the limited ability to identify vehicle patterns.

Per [SPD Policy 16.170](#), general users of ALPR are restricted from accessing the data, except as it relates to a specific criminal investigation. Any activity by a user to access this information is logged and auditable. The PRA requires release of collected ALPR data, however, making it possible for members of the general public to make those identification connections on their own if they have access to the information necessary to do so, such as an independent knowledge of a particular individual’s license plate number.

**7.4 Is there any aspect of the project/technology that might cause concern by giving the appearance to the public of privacy intrusion or misuse of personal information?**

As mentioned in 7.3, the data could be used to personally identify individuals; however, SPD policy prohibits the use of data collected by ALPR to be used in any capacity beyond its relation to a specific criminal investigation or parking enforcement action. Additionally, all collected data that is not relevant to an active investigation is automatically deleted after 90 days of collection.

## **8.0 Monitoring and Enforcement**

**8.1 Describe how the project/technology maintains a record of any disclosures outside of the department.**

Data collected by ALPR is only disclosed pursuant to the public under the PRA. The only data available for disclosure is that data which remains in the system within the 90-day retention window.

Per [SPD Policy 12.080](#), the Crime Records Unit is responsible to receive and record all requests “for General Offense Reports from other City departments and from other law enforcement agencies, as well as from insurance companies.”

Any requests for disclosure are logged by SPD’s Public Disclosure Unit. Any action taken, and data released subsequently, is then tracked through the request log. Responses to Public Disclosure Requests, including responsive records provided to a requestor, are retained by SPD for two years after the request is completed.

**8.2 What auditing measures are in place to safeguard the information, and policies that pertain to them, as well as who has access to the audit data? Explain whether the project/technology conducts self-audits, third party audits or reviews.**

The ALPR system does not self-audit. Instead, third party audits exist, as follows: 1) The ALPR administrator has the responsibility of managing the user list and ensuring proper access to the system; 2) The Federal Monitor can conduct an audit at any time; and 3) the OIG can also conduct an audit. Violations of policy may result in referral to Office of Police Accountability (OPA).

SPD’s Audit Unit personnel can also conduct audits of all data collection software and systems. Additionally, any appropriate auditor, including the Office of Inspector General and the federal monitor can audit for compliance at any time.

## Financial Information

### Purpose

This section provides a description of the fiscal impact of the surveillance technology, as required by the surveillance ordinance.

### 1.0 Fiscal Impact

Provide a description of the fiscal impact of the project/technology by answering the questions below.

#### 1.1 Current or potential sources of funding: initial acquisition costs.

Current  potential

Date of initial acquisition	Date of go live	Direct initial acquisition cost	Professional services for acquisition	Other acquisition costs	Initial acquisition funding source
2024	2024	\$0	-	-	

Notes:

The hardware needed for the fleet-wide ALPR system is part of SPD’s in-car video system, so there are no acquisition costs associated with turning the ALPR portion on.

#### 1.2 Current or potential sources of funding: on-going operating costs, including maintenance, licensing, personnel, legal/compliance use auditing, data retention and security costs.

Current  potential

Annual maintenance and licensing	Legal/compliance, audit, data retention and other security costs	Department overhead	IT overhead	Annual funding source
\$280,000	-	\$77,000	TBD	General Fund

Notes:

The costs for fleet-wide ALPR software, hardware, maintenance, and support are annual and ongoing.

### **1.3 Cost savings potential through use of the technology**

There are not expected to be any cost savings from this technology, only increased ability to locate stolen and wanted vehicles.

### **1.4 Current or potential sources of funding including subsidies or free products offered by vendors or governmental entities**

## Expertise and References

### Purpose

The following information is provided to ensure that Council has a group of experts to reference while reviewing the completed surveillance impact report (“SIR”). Any individuals or agencies referenced must be made aware ahead of publication that their information has been included. All materials must be available for Council to access or review, without requiring additional purchase or contract.

### 1.0 Other Government References

Please list any other government bodies that have implemented this technology and can speak to the implementation of this technology.

Agency, municipality, etc.	Primary contact	Description of current use
Washington State Patrol		

### 2.0 Academics, Consultants, and Other Experts

Please list any experts in the technology under consideration, or in the technical completion of the service or function the technology is responsible for.

Agency, municipality, etc.	Primary contact	Description of current use
Bryce Newell, PhD	Brycnewell@uky.edu	“Transparent Lives and the Surveillance State: Policing, New Visibility, and Information Policy” – A Dissertation

### 3.0 White Papers or Other Documents

Please list any authoritative publication, report or guide that is relevant to the use of this technology or this type of technology.

Automated License Plate Recognition Systems: Policy and Operational Guidance for Law Enforcement	US Department of Justice (federally-funded grant report)	<a href="https://www.ncjrs.gov/pdffiles1/nij/grants/239604.pdf">https://www.ncjrs.gov/pdffiles1/nij/grants/239604.pdf</a>
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# Racial Equity Toolkit (“RET”) and engagement for public comment worksheet

## Purpose

Departments submitting a SIR are required to complete an adapted version of the Racial Equity Toolkit (“RET”) in order to:

- Provide a framework for the mindful completion of the SIR in a way that is sensitive to the historic exclusion of vulnerable and historically underrepresented communities. Particularly, to inform the public engagement efforts departments will complete as part of the surveillance impact report.
- Highlight and mitigate any impacts on racial equity from the adoption and the use of the technology.
- Highlight and mitigate any disparate impacts on individuals or vulnerable communities.
- Fulfill the public engagement requirements of the surveillance impact report.

## Adaptation of the RET for Surveillance Impact Reports

The RET was adapted for the specific use by the Seattle Information Technology Departments’ (“Seattle IT”) Privacy Team, the Office of Civil Rights (“OCR”), and Change Team members from Seattle IT, Seattle City Light, Seattle Fire Department, Seattle Police Department, and Seattle Department of Transportation.

## Racial Equity Toolkit Overview

The vision of the Seattle Race and Social Justice Initiative (“RSJI”) is to eliminate racial inequity in the community. To do this requires ending individual racism, institutional racism and structural racism. The RET lays out a process and a set of questions to guide the development, implementation and evaluation of policies, initiatives, programs, and budget issues to address the impacts on racial equity.

### 1.0 Set Outcomes

**1.1. Seattle City Council has defined the following inclusion criteria in the surveillance ordinance, and they serve as important touchstones for the risks departments are being asked to resolve and/or mitigate. Which of the following inclusion criteria apply to this technology?**

- The technology disparately impacts disadvantaged groups.
- There is a high likelihood that personally identifiable information will be shared with non-City entities that will use the data for a purpose other than providing the City with a contractually agreed-upon service.
- The technology collects data that is personally identifiable even if obscured, de-identified, or anonymized after collection.
- The technology raises reasonable concerns about impacts to civil liberty, freedom of speech or association, racial equity, or social justice.

## 1.2 What are the potential impacts on civil liberties through the implementation of this technology? How is the department mitigating these risks?

Without appropriate policy, license plate data could be paired with other identifiable information about individuals that could be used to identify individuals without reasonable suspicion of having committed a crime, or to data mine for information that is not incidental to any active investigation. [SPD Policy 16.170](#) mitigates this concern by limiting operation to solely routine patrol, criminal investigations, and parking enforcement.

## 1.3 What are the risks for racial or ethnicity-based bias through each use or deployment of this technology? How is the department mitigating these risks?

Include a description of any issues that may arise such as algorithmic bias or the possibility for ethnic bias to emerge in people and/or system decision-making.

Trust in SPD is impacted by its treatment of all individuals. Equity in treatment, regardless of actual or perceived race, gender, sex, sexual orientation, country of origin, religion, ethnicity, age, and ability is critical to establishing and maintaining trust.

Per the [2016 Race and Social Justice Initiative Community Survey](#), measuring “the perspectives of those who live, work, and go to school in Seattle, including satisfaction with City services, neighborhood quality, housing affordability, feelings about the state of racial equity in the city, and the role of government in addressing racial inequities,” 56.1% of African American/Black respondents, 47.3% of Multiracial respondents, and 47% of Indian/Alaska Native respondents have little to no confidence in the police to do a good job enforcing the law, as compared with 31.5% of White respondents. Further, while 54.9% of people of color have a great deal or fair amount of confidence in the police to treat people of color and White people equally, 45.1% of people of color have little to no confidence in the police to treat people equitably. This is contrasted with White respondents, of which 67.5% have a great deal or fair amount of confidence in the police to treat people of color and White people equally. This may be rooted in feelings of disparate types of contact with the police, across racial groups. While 14.3% of White respondents, 14.7% of Asian/Pacific Islander respondents, and 16.7% of Latino/Hispanic respondents reported being questioned by the police, charged, or arrested when they had not committed a crime, some communities of color reported much higher rates (American Indian/Alaska Native -52.7%; Black/African American - 46.8%; and Multiracial - 36.8%) of this type of contact with the criminal justice system.

As it relates to ALPR, it is important that SPD continue to follow its policy of limiting use of the technology to strictly routine patrol or criminal investigation, as well as limiting access to ALPR data to only instances in which it relates to a specific criminal investigation. Further, continuing to audit the system on a regular basis, provides a measure of accountability. In doing so, SPD can mitigate the appearance of disparate treatment of individuals based on factors other than true criminal activity.

### 1.4 Where in the City is the technology used or deployed?

all Seattle neighborhoods

- |   |  |
|---|--|
| <input type="checkbox"/> Ballard                | <input type="checkbox"/> Northwest   |
| <input type="checkbox"/> Belltown               | <input type="checkbox"/> Madison Park / Madison Valley                         |
| <input type="checkbox"/> Beacon Hill            | <input type="checkbox"/> Magnolia  |
| <input type="checkbox"/> Capitol Hill           | <input type="checkbox"/> Rainier Beach   |
| <input type="checkbox"/> Central District       | <input type="checkbox"/> Ravenna / Laurelhurst                                 |
| <input type="checkbox"/> Columbia City          | <input type="checkbox"/> South Lake Union / Eastlake                           |
| <input type="checkbox"/> Delridge               | <input type="checkbox"/> Southeast   |
| <input type="checkbox"/> First Hill             | <input type="checkbox"/> Southwest   |
| <input type="checkbox"/> Georgetown             | <input type="checkbox"/> South Park  |
| <input type="checkbox"/> Greenwood / Phinney    | <input type="checkbox"/> Wallingford / Fremont                                 |
| <input type="checkbox"/> International District | <input type="checkbox"/> West Seattle  |
| <input type="checkbox"/> Interbay               | <input checked="" type="checkbox"/> King county (outside Seattle) (Mutual Aid) |
| <input type="checkbox"/> North                  | <input checked="" type="checkbox"/> Outside King County (Mutual Aid)           |
| <input type="checkbox"/> Northeast              |  |

If possible, please include any maps or visualizations of historical deployments / use.

If possible, please include any maps or visualizations of historical deployments / use here.

**1.4.1 What are the racial demographics of those living in this area or impacted by these issues?**

City of Seattle demographics: White - 69.5%; Black or African American - 7.9%; Amer. Indian & Alaska Native - 0.8%; Asian - 13.8%; Native Hawaiian & Pacific Islander - 0.4%; Other race - 2.4%; Two or more races - 5.1%; Hispanic or Latino ethnicity (of any race): 6.6%; Persons of color: 33.7%.

King County demographics: White – 70.1%; Black or African American – 6.7%; American Indian & Alaskan Native – 1.1%; Asian, Native Hawaiian, Pacific Islander – 17.2%; Hispanic or Latino (of any race) – 9.4%

**1.4.2 How does the Department to ensure diverse neighborhoods, communities, or individuals are not specifically targeted through the use or deployment of this technology?**

Per [SPD Policy 16.170](#), “Before employees operate the ALPR system or access ALPR data, they will complete Department training on the proper and lawful use of the system.” [SPD Policy 5.140](#) forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures.

Also, by equipping all in-car video throughout the department with ALPR, deployment of this system becomes non-discretionary.

**1.5 How do decisions around data sharing have the potential for disparate impact on historically targeted communities? What is the department doing to mitigate those risks?**

Historically targeted communities have often been denied the same opportunities for information privacy as the majority populations. Data sharing has the potential to be a contributing factor to structural racism and thus creating a disparate impact on historically targeted communities. In an effort to mitigate this possibility, SPD has established policies regarding the dissemination of data in connection with criminal prosecutions, Washington Public Records Act (Chapter 42.56 RCW), and other authorized researchers. Further, [SPD Policy 5.140](#) forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures.

**1.6 How do decisions around data storage and retention have the potential for disparate impact on historically targeted communities? What is the department doing to mitigate those risks?**

As with decisions around data sharing, data storage and retention have similar potential for disparate impact on historically targeted communities.

Further, [SPD Policy 5.140](#) forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures.

**1.7 What are potential unintended consequences (both negative and positive potential impact)? What proactive steps can you can / have you taken to ensure these consequences do not occur.**

Without appropriate policy, license plate data could be paired with other identifiable information about individuals that could be used to identify individuals without reasonable suspicion of having committed a crime, or to data mine for information that is not incidental to any active investigation. [SPD Policy 16.170](#) mitigates this concern by limiting operation to solely routine patrol, criminal investigations, and parking enforcement. 90-day data retention also mitigates the risk of improper identification of community members.

## 2.0 Public Outreach

### 2.1 Organizations who received a personal invitation to participate.

Public meetings are not required as part of the material change process; public comment was open from November to December 2023. General data can be found below and detailed public comment can be found in the appendix at the end of the document.

The initial public meeting information can be found in the original SIR (CB 120025).

## 3.0 Public Comment Analysis

This section will be completed after the public comment period has been completed on [DATE] by Privacy Office staff.

### 3.1 Summary of Response Volume

220 public comments were received during the public comment period. Below is the demographic data for public comment via Microsoft forms.

### 3.2 Question One: What concerns, if any, do you have about the use of this technology?

Please see appendix at end of document for detailed public comment.

### 3.3 Question Two: What value, if any, do you see in the use of this technology?

Please see appendix at end of document for detailed public comment.

### 3.4 Question Three: What would you want City leadership to consider when making a decision about the use of this technology?

Please see appendix at end of document for detailed public comment.

### **3.5 Question Four: General response to the technology.**

Please see appendix at end of document for detailed public comment.

### **3.5 General Surveillance Comments**

These are comments received that are not particular to any technology currently under review.

Please see appendix at end of document for detailed public comment.

## **4.0 Response to Public Comments**

This section will be completed after the public comment period has been completed on [DATE].

### **4.1 How will you address the concerns that have been identified by the public?**

What program, policy and partnership strategies will you implement? What strategies address immediate impacts? Long-term impacts? What strategies address root causes of inequity listed above? How will you partner with stakeholders for long-term positive change?

## **5.0 Equity Annual Reporting**

### **5.1 What metrics for this technology be reported to the CTO for the annual equity assessments?**

## Privacy and Civil Liberties Assessment

### Purpose

This section shall be completed after public engagement has concluded and the department has completed the racial equity toolkit section above. The privacy and civil liberties assessment is completed by the community surveillance working group (“working group”), per the surveillance ordinance which states that the working group shall:

“Provide to the executive and the City Council a privacy and civil liberties impact assessment for each SIR that must be included with any departmental request for surveillance technology acquisition or in-use approval. The impact assessment shall include a description of the potential impact of the surveillance technology on civil rights and liberties and potential disparate impacts on communities of color and other marginalized communities. The CTO shall share with the working group a copy of the SIR that shall also be posted during the period of public engagement. At the conclusion of the public engagement period, the CTO shall share the final proposed SIR with the working group at least six weeks prior to submittal of the SIR to Council for approval. The working group shall provide its impact assessment in writing to the executive and the City Council for inclusion in the SIR within six weeks of receiving the final proposed SIR. If the working group does not provide the impact assessment before such time, the working group must ask for a two-week extension of time to City Council in writing. If the working group fails to submit an impact statement within eight weeks of receiving the SIR, the department and City Council may proceed with ordinance approval without the impact statement.”

### Working Group Privacy and Civil Liberties Assessment

A new Working Group Privacy and Civil Liberties Assessment is not required as part of the Surveillance Impact Report material update process. Please refer to the Privacy and Civil Liberties Assessment in the original SIR (CB 120025).

## Submitting Department Response

### Description

Provide the high-level description of the technology, including whether software or hardware, who uses it and where/when.

### Purpose

State the reasons for the use cases for this technology; how it helps meet the departmental mission; benefits to personnel and the public; under what ordinance or law it is used/mandated or required; risks to mission or public if this technology were not available.

### Benefits to the Public

Provide technology benefit information, including those that affect departmental personnel, members of the public and the City in general.

### Privacy and Civil Liberties Considerations

Provide an overview of the privacy and civil liberties concerns that have been raised over the use or potential mis-use of the technology; include real and perceived concerns.

### Summary

Provide summary of reasons for technology use; benefits; and privacy considerations and how we are incorporating those concerns into our operational plans.

## Appendix A: Glossary

**Accountable:** (taken from the racial equity toolkit.) Responsive to the needs and concerns of those most impacted by the issues you are working on, particularly to communities of color and those historically underrepresented in the civic process.

**Community outcomes:** (taken from the racial equity toolkit.) The specific result you are seeking to achieve that advances racial equity.

**Contracting equity:** (taken from the racial equity toolkit.) Efforts to achieve equitable racial outcomes in the way the City spends resources, including goods and services, consultants and contracting.

**DON:** “department of neighborhoods.”

**Immigrant and refugee access to services:** (taken from the racial equity toolkit.) Government services and resources are easily available and understandable to all Seattle residents, including non-native English speakers. Full and active participation of immigrant and refugee communities exists in Seattle’s civic, economic and cultural life.

**Inclusive outreach and public engagement:** (taken from the racial equity toolkit.) Processes inclusive of people of diverse races, cultures, gender identities, sexual orientations and socio-economic status. Access to information, resources and civic processes so community members can effectively engage in the design and delivery of public services.

**Individual racism:** (taken from the racial equity toolkit.) Pre-judgment, bias, stereotypes about an individual or group based on race. The impacts of racism on individuals including white people internalizing privilege, and people of color internalizing oppression.

**Institutional racism:** (taken from the racial equity toolkit.) Organizational programs, policies or procedures that work to the benefit of white people and to the detriment of people of color, usually unintentionally or inadvertently.

**OCR:** “Office of Civil Rights.”

**Opportunity areas:** (taken from the racial equity toolkit.) One of seven issue areas the City of Seattle is working on in partnership with the community to eliminate racial disparities and create racial equity. They include: education, health, community development, criminal justice, jobs, housing, and the environment.

**Racial equity:** (taken from the racial equity toolkit.) When social, economic and political opportunities are not predicted based upon a person’s race.

**Racial inequity:** (taken from the racial equity toolkit.) When a person’s race can predict their social, economic, and political opportunities and outcomes.

**RET:** “racial equity toolkit”

**Seattle neighborhoods:** (taken from the racial equity toolkit neighborhood.) Boundaries defined for the purpose of understanding geographic areas in Seattle.

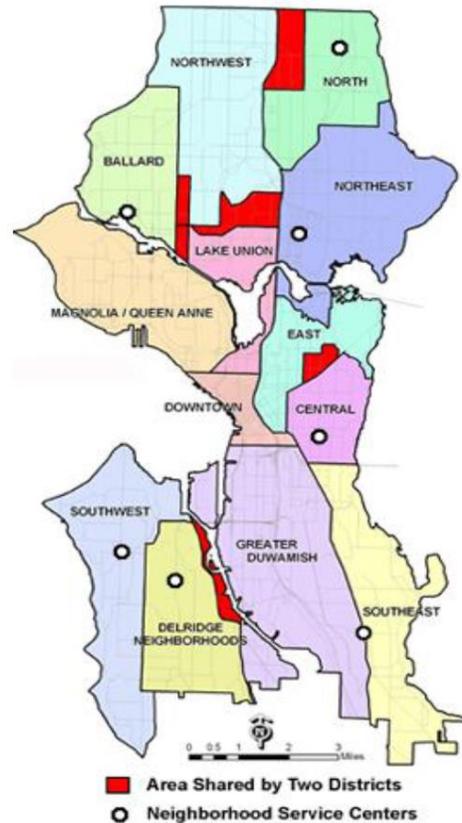
**Stakeholders:** (taken from the racial equity toolkit.) Those impacted by proposed policy, program, or budget issue who have potential concerns or issue expertise. Examples might include: specific racial/ethnic groups, other institutions like Seattle housing authority, schools, community-based organizations, change teams, City employees, unions, etc.

**Structural racism:** (taken from the racial equity toolkit.) The interplay of policies, practices and programs of multiple institutions which leads to adverse outcomes and conditions for communities of color compared to white communities that occurs within the context of racialized historical and cultural conditions.

**Surveillance ordinance:** Seattle City Council passed ordinance [125376](#), also referred to as the “surveillance ordinance.”

**SIR:** “surveillance impact report”, a document which captures the fulfillment of the Council-defined surveillance technology review process, as required by ordinance [125376](#).

**Workforce equity:** (taken from the racial equity toolkit.) Ensure the City's workforce diversity reflects the diversity of Seattle.



## Appendix B: Public Comment Analysis

### Responses to questions from the form:

#### 1. What concerns, if any, do you have about the use of this technology?

ID	What concerns, if any, do you have about the use of this technology?
1	the 90-day searchable database of license plate reads is concerning. While using the ALPRs to find stolen property makes sense, the database of reads violates individuals' freedoms of movement and association. It also sounds like a potential violation of 4th amendment rights: SPD can scan someone's plate who is not involved in a crime and that information can be repeatedly searched over the course of 90 days.
2	The long retention of data
3	This is surveillance that increases risks for the public at large without providing a clear benefit to the public.
4	So many. Tracking of citizens who have not committed a crime would be unconstitutional. This data will be abused, cops are thugs and will do anything for power. Data hacking, info requests, and any myriad of other issues could come up.  How many facists wanted to track everyone "just in case". Is 1% reduced crime worth my privacy, my views and my life? Nope
5	This is an insane surveillance overreach that has will cause more privacy violations than it will provide actual help in investigating actual crimes. Tracking and storing everyone's movements is so incredibly dystopian and I cannot believe this is even being considered. Just hire actual detectives and do real investigations.
6	Privacy, safety, accountability. The absurd claims that SPD can't delete these within two days, despite other forces doing it within minutes or hours. The ability of anyone to FOIA this information and use it to stalk, harass, or extort individuals.  I also have serious concerns about trusting SPD with this technology, given the many documented cases over the past half decade of SPD officers inappropriately using this technology against specific civilians for personal reasons.
7	None
8	You will allow too many people to be able to track EVERYONE. For no reason. Having this data just sitting there is an intrusion into the everyones privacy.
9	The lengthy amount of time the data is kept on innocent people and the public availability of the data. The system should only be allowed to report hits on vehicles that are wanted for some reason. Saving the data on locations of all vehicles and making it available to FOIA requests could enable stalkers to track and harass victims. It would also let companies suck up huge amounts of data on the movements of people which could be repackaged and sold to anyone.
10	I am concerned about my privacy and the security of my personal data. I'm not comfortable with my location data being collected without my consent, and with that being stored for any length of time, nor with it being available to anyone who makes a public records request. I do not think I should have to give up this privacy in order to use Seattle streets.

License plate data is stored for far longer than reasonably necessary.

11 License plates of vehicles not involved in any crime are identified and tracked.

Benefits of this technology are statistically negligible and do not justify the invasion of privacy of all citizens.

12 Invasion of privacy, rights, and misuse of the technology to track people and vehicles.

13 I have many concerns. My chest is to complain about police using budget to purchase license plate scanning technology for all patrol cars. It is gross misuse of funds, budget, tax dollars.

This is a huge invasion of privacy, especially with its massive 90-day retention period of captured images of  
14 license plates. Stop this proposal altogether, or require SPD discard captured images immediately if not attached to an open case.

15 There is ample historical evidence that police in general, and SPD officers in particular, abuse databases for personal reasons and to target vulnerable populations such as undocumented immigrants.

Not only is it a concern that police can track individuals moves without any trace of criminal activity but the fact  
16 that an individual could do a public records request for your license plate is a danger for domestic violence victims.

17 I'm extremely concerned with the tracking of peoples vehicles even when their plates are unflagged. SPD should not be allowed to retain these unflagged plates for longer than it takes to scan the number

Enabling stalkers and abusive people to track their victims. The SPD needs to focus on crime rather than collecting even more info to analyze. That they keep the info for an inordinate amount of time shows they are not in a  
18 position to use the data for anything worthwhile. Taking away our ability to travel without being stalked is a major invasion of our rights. No evidence this reduces crime. Spend the money on prevention programs, not on unneeded, unproven and invasive technology.

Risks to privacy. Data companies submitting public information requests to obtain license plate and location data,  
19 then aggregating that data for sale. Even though the police only store the data for 90 days, anyone can request that data every 90 days and make them available either for free or for a fee. Imagine a website where you can enter your neighbors license plate and you can see where they have been at any time.

There are extremely limited use cases for this technology and I don't see the value for either the SPD or the public. This system will not prevent, detect or deter crimes and is solely a data collection service for a branch of civil government with a history of abusing access to this type of information.

The cost could be better used in many other public services within the SPD, such as training and better screening  
20 of members of the police force for various abusive behaviors before they are members of the force.

The numbers from the existing use cases do not justify an expansion of this program and if anything, justify the termination of this service and the redistribution of the funding.

Tools that provide extensive surveillance information on random members of the public & gathered without cause need to be tightly controlled and regulated as there is little legitimate use for the system.

1. Documented history of abuse of official databases by police, explicitly including SPD. 2. Bad faith arguments supporting expansion. Why can other municipalities purge records in literally minutes but 21 Seattle requires an indefinite period? 3. Value. Given the budget is perpetually thin, extraordinary evidence should be required before spending on dragnet surveillance efforts.
22 This is an incredibly terrible idea. What if someone makes a public records request for this information? If they knew your license plate number they could track you throughout the city, which would be an enormous invasion of privacy. I do not trust the city government to keep this information secure, and beyond that I see this as an expansion of police powers (via automation) that I am strongly against.
23 Abuse of power, stalkers will easily be able to find victims,
24 None
25 Having spent a significant amount of time in Europe, I don't have any concerns with the use of this technology.
26 Invasion of privacy.
27 It allows corruption to be legalized. Allowing so much power to law enforcement officers or citizens is asking for corruption. As much as 2% of vehicles in Seattle are on the hit list. The other 98% of vehicles should not be under scrutiny to tempt officers to track them, violating motorists privacy nor citizens. It would also deviate from time officers could be using to track criminal activity and apprehend suspects. It would also allow for more time with the officer's eyes on the APRL database instead of the road.
28 Being a victim of stalking. Having my location available for public record for a very long period of time.
29 Everything about it. This doesn't belong in a freedom-oriented democracy. It feels like a surveillance state. It's a matter of principle.
30 Retaining all images for 90 days is too long. And allowing anyone to access it is an absolute invasion of privacy. Only implement this after you have become able to determine whether a plate matches one of concern within 3 minutes. Then you can do it, but purge all other info every 3 minutes
31 None. ALPR technology is good tech for fighting crime.
32 Several SPD officers, still on staff, have been caught using police databases and technology to harass and stalk community members. This would be another technology that these officers could use for stalking and harassment.
33 Well if I had to choose one glaringly disturbing concern i could choose out of several, it would be our government making it even easier for violent and dangerous predators access to such a data rich archive consisting of any persons usual routes, places of business, children's school locations, and place of residence and all they would need is to have the victims license plate number. This should horrify any human with a 4th grade reading level.
34 Just put on brown shirts, it'll be faster
35 It's unacceptable for SPD to retain license plate images for any durable period of time.
36 Police accessing records off duty.
37 I actually wanted to comment that this technology has helped local police to recover my '91 honda twice now and I am very much in favor of it.

That this information will be improperly used by individual malign actors in Seattle Police to target innocent people the officer has a bias against.

38 The this information will be used systemically by the Seattle Police Department to establish a surveillance system that tracks people without reasonable suspicion or probable cause, and that this would result in a violation of people's fourth amendment right to privacy.

This is a constitutional issue. A citizen should continue to have the right and privilege of travelling freely without 39 worrying about data collection or intrusion of this right. Unless a person is violating laws, then a citizen should be able to travel freely. Otherwise, this butts up again many violations of constitutional freedoms.

40 Concerns that this could be easily be abused, both by public inquiry (through public information request) and by the SPD itself.

I have many concerns, several around the potential for abuse of this system.

- It sounds like any license plate can be stored and tracked, meaning abusive people will be able to track their targets through public records requests. There needs to be strict limits on deleting data timely. The 90 day limit is far too high.

- Why are we allowing collection of license plate numbers that aren't connected to any crime? This should not be allowed.

- I'm wary in general of increased surveillance. I'm not convinced this would even be helpful in solving crimes right now.

41 - I think we need more privacy in general. This will mean one more entity tracking our every move.

- Cops are fundraising to do genetic testing, and we want to spend public money on something like this. We know genetic testing works, so let's be thoughtful on how we spend our money! Spend it on something that works. (<https://www.king5.com/article/news/crime/seattle-police-foundation-crowdfunding-dna-testing-cold-case/281-0a1c7cdb-1f9f-4395-91f9-fdc2068d5113>)

- I think this is too expensive. Cops are expensive already!! Can we make them more economical? I would prefer the city council spent more time addressing that question.

- I live near a police station. I imagine I'm already getting tracked. It would be nice if we had safeguards on this, as I'm not a fan of being tracked. Please consider that instead of expanding the use of this technology!

42 Privacy. Personal intrusion.

As an information security engineer, privacy and data security. I do not trust anyone to store this data. I believe 43 this is also a general invasion of privacy and I am strongly against mass surveillance. I do not even trust the city to properly control access to the data set and prevent abuse by city employees.

Automatically scanning license plates and making the data available for 90 days (or any length of time) is a significant breach of public safety and privacy. Once the data is available, there is no 90-day limit: parties 44 interested in the data will scrape it regularly and keep it/sell it in perpetuity. The data will also be used by for personal, political, and other reasons to target and track public figures, individuals (like spouses, significant others, children) to stalk, harass, and commit crimes, such as abducting children subject to custody disputes.

45 Big brother

Surveillance is stalking. Stop it. Police already have too much power. We certainly don't need them stalking us.

46 You know this will be used on communities of color, ex girlfriends or wives, in retaliation for complaints, etc. This is not a slippery slope but a landslide, destroying our freedom of movement. Next: see Hong Kong.

47 This is an unprecedented expansion of surveillance of the people in Seattle. It is warrant-less in both a legal and moral sense. It serves no purpose in line with its risks.

48 Gathering of surveillance data on people unconnected to crimes and police overstep.

49 Misuse, hacking.

50	The database this technology will compile (and the fact that SPD is allowed to hang on to this data for 90 days) can be easily exploited by police officers and the general public (via public records requests) to surveil anyone in Seattle, regardless of any law being broken or reasons to suspect a law will be broken. This seems like a violation of our civil right to privacy in our daily travel around the city.
51	It's unconstitutional 'big brother' surveillance.
52	Office of Police Accountability investigations have already shown that the SPD has abused this technology to track citizens for personal/non-crime related reasons
53	How long data on scans of license plates not on any hot list/non-hits are stored. 90 day retention policy is way too long, it creates a rolling 90 day map of where & when every car in Seattle was. This data can be requested by outside parties including law enforcement agencies in different states & private parties to create databases/maps showing where & when every car was in Seattle for much longer periods. Data on non-hits should not be retained beyond the few seconds it takes to check a license plate number against hot lists. There is no value in storing information on non-hits. And, there is no legitimate argument that it takes longer than a few seconds to check whether of not a license plate is on a hot-list.
54	I have no concerns, it will help reduce crime
55	Privacy. I do not need the Seattle Police tracking my movements and keeping that information in a publicly available database. Trust. The Seattle Police cannot be trusted with this information. As you might recall, they were placed under federal supervision because they are unable to uphold our constitutional rights. Accountability. The Seattle Police oppose accountability.
56	This is an incredibly irresponsible system with vast potential for misuse and by SPD's own data has extremely limited investigative use. Only .2%-1% of license plates can be tied to an investigation while the remaining 99%+ have nothing to do with an investigation and can be publicly queried. This is incredibly irresponsible and ineffective policing. I oppose the use of this technology entirely and find the data security policies laughably naive.
57	Ninety day retention of data especially for vehicles that didn't match any crimes at the time of scanning is a massive privacy violation. Other states require data on scanned plates that don't match to be deleted within MINUTES of the scan, not retained for months available to anyone. Members of the police force have regularly used data access for abuse of intimate partners for example, never mind people in the public doing PDRs and using the data abusively.
58	further increasing our dystopian police state
59	Police state invasion of privacy by a fascist, racist right wing institution we call SPD.
60	Privacy. This amounts to location tracking of most people who have cars
61	I have no concerns about the use of this technology
62	A publicly (or privately, given SPD's bad apples and their track records) database of all license plates, even those uninvolved with a crime that extends back three months is a massive privacy concern. SPD seems hellbent on acting as the security force for a futuristic dystopia where all members of Seattle society are tracked and traced "just in case". Not to mention this is what I imagine will be a taxpayer burden when the council just pushed through ShotSpotter. This kind of expansion of the SPD's power can only end in tears and bloodshed.
63	Retaining license records for all drivers even when unconnected to a crime is a severe invasion of privacy. Especially considering anyone can obtain the records. I dont want to live in a surveillance state.
64	Reasonable and trustworthy oversight of police using it
65	Overreaching surveillance with no warrant or due cause
66	I have privacy concerns that my data will be stored and mishandled.

67 Invasion of privacy

I am concerned that it will make everyone capable of being easily stalked and targeted, by government agencies 68 or literally anyone. The domestic violence concerns alone are staggering. This will make it easy for abusers to stalk their victims. This technology will literally kill people when abusers can so easily track their victims.

69 No major concerns, I think something like this should have been implemented long before now.

70 I have significant concerns about the use of this technology and the way in which it could allow for tracking of residents. Data about where I go or frequent could be available as part of the public record and I'm concerned about lack of training and oversight on how that data is accessed or used. I live in a highly patrolled area and also think it could disproportionately collect the data of me and my neighbors compared to areas that have less parking enforcement or law enforcement presence. As a young woman, I'm also concerned about anyone being able to track my movement without my being aware of it.

71 This technology logs and retains information about license plates for far too long. This information should be purged immediately for plates not immediately determined to be connected to a felony or stolen vehicle. I'm concerned that the privacy implications of this technology and potential for misuse outweigh the marginal benefits that might come from recovering stolen property or resolving other criminal activity. I'm also concerned that this technology can be accessed by police and via public information requests. This technology should only be used by organizations with a high amount of public trust, and used in a way that does not degrade the amount of trust between citizens and SPD. That trust has been severely undermined between the public and SPD, and has warranted federal oversight of the department. Recent reductions of that oversight does not immediately increase the level of trust between the public and SPD. Eventual misuse of this technology (as with other police databases with documented abuse cases) will contribute to further erosion of trust between SPD and the public.

72 The ability for someone to access recorded location data from the last 90 days just by asking. why the fuck should someone random be able to know where i've been? do you not understand that this puts people at risk of abusive ex partners and enables stalking? Additionally, police officers should not be able to access peoples data when there is no evidence they have been part of a crime or broken any laws. this greatly increases the risk of abuse of the system by officers

73 Any increase in number of these surveillance devices must be met with far stricture retention rules. No non-interesting license plate data should be saved more than 48 hours PLUS department data access should require approval with reports on who requested access to what available to the public and media after a short amount of time.

74 It is a huge overstep for the police department and also opens up personal safety and security concerns for citizens. Anyone in the public can request info from the police department based on a license plate and use that info for things like stalking and harassment.

75 Surveillance tech doesn't make us safer. And SPD has no proven history of ethically and safely handling sensitive non-criminal data for even short periods of time.

76 The costs in terms of privacy invading surveillance are much greater than the perceived benefits. It's also a misguided approach to ensuring safety

77 The long length of time that passive data is retained and available to the public with no guardrails to make sure the general public safety is protected.

78 I am deeply concerned about expanding police surveillance over those who aren't even suspected of a crime. There is no benefit to holding this data on non-suspects, and many other states and cities use license plate recognition technology without storing non-criminal plates. There have already been documented abuses of this system by SPD officers.

The proposed expansion is an overreach and a big step toward the imposition of a surveillance state upon the people of the United States. The problems with this sort of expansion of surveillance have already been proven and well documented.

The American Civil Liberties Union, digital privacy advocates, and researchers at the University of Washington's Center for Human Rights have raised concerns about keeping such detailed vehicle location information on people not associated with any criminal activity.

Office of Police Accountability investigations give plenty of examples of how SPD officers abuse police databases. In 2021, an SPD officer used these systems to track his ex-girlfriend's new boyfriend. In 2020, an officer accessed information about an ongoing domestic violence investigation and possibly shared that information with one of the people involved. Early this year, another officer searched whether a suicidal family member had any registered firearms. UW researchers raised concerns about how ALPR data could be used by federal agencies to track undocumented immigrants or by other states to track those coming to Washington to seek abortions.

Beyond what governmental agencies can do with the information, literally anyone can access this data through a public information request. Someone can request all SPD ALPR data from the last 90 days and if they know your license plate number, track your location. So, even if you believe in the trustworthiness of SPD, the federal government, or the protections Washington put in place sheltering people seeking abortions, you might consider whether you trust just an average person, or an ex-partner, to be able to request and access this data.

This is all terrifying, and we the people are strongly opposed to this proposed regression in our liberty.

I am deeply concerned at the erosion of privacy, the expansion of pointless surveillance, and the already-proven harm potential for allowing poorly-supervised and unaccountable police officers access to information that allows them to track members of the public, even those involved in no investigation and no crime.

This technology has already been seriously abused by officers who use it to spy on their intimate partners - those officers are still on the force, safeguards have not improved, and officers can rely on nothing more than a brief suspension even for serious betrayals of public trust. Lacking true accountability for misconduct, limiting police power is the only way to reduce harm to the community.

Seattle Police have demonstrated, year after year, even under the consent decree, that their methods and tactics are abusive and disproportionately aimed at communities of color. This technology would kick open the door for increased dragnetting, improperly targeted investigations, and traumatizing stops of Black, Latin, and Indigenous people.

I strongly oppose the expansion of this surveillance.

81 The police have more than sufficient means of surveilling people. This just reinforces their general tendency to treat private citizens as de facto criminals.

this technology would enable draconian surveillance by police department, who have a long history of abusing the people who live in this city. The SPD has historically abused access to private information that has been given to them, and faced very little repercussions. Giving them more spying technology will not make anyone who lives here safer, but will send a clear message to the police that the harm they do to the people that live in this city is fine and they should keep it up.

83 I'm concerned that through freedom of information requests, someone could track my whereabouts. I'm concerned that through internal access, government officials with personal reasons could track my whereabouts when I'm not associated with any crimes.

84 The police have generally proven to be irresponsible with public data and tracking, and I don't trust that they will be good stewards of this additional power and information.

85 This is a terrible violation of privacy. I understand the desire to automatically capture license plates in order to determine if a car is on a "wanted" list, but maintaining that data for up to 90 days for cars which are NOT on that list is a direct violation of privacy and a terrible idea. Bad actors can use this data in order to track movement of people (cars) in a scale that is dangerous. It is naive to think that not linking a license plate number to a person's DOL record will preserve privacy in any meaningful way, especially if a bad actor is targeting an individual (who they most definitely can find out their license plate).

I cannot overstate how concerned I am about this technology and how opposed I am to increasing surveillance to any degree on the people of Seattle. Tracking and storing this information is a huge a privacy violation by the city and its police department, and the proposed system additionally opens a wide gap for abuse. There are already documented cases of police officers abusing this system to stalk people in their personal lives, and collecting and 86 storing more data only enables this further. In addition to abuse by the state and police officers, the fact that this information, which should not be collected and stored in the first place, is publicly available, means that anybody with ill intent can track a person or people's location. To state it clearly, I am strongly opposed to this surveillance technology, do not believe it should be adopted at any scale, and in fact believe that it should be removed from the vehicles that already have it.

"ALPR data is gathered indiscriminately, collecting information on millions of ordinary people. Law enforcement agencies have abused this technology. Police officers in New York drove down a street and electronically recorded the license plate numbers of everyone parked near a mosque. Police in Birmingham targeted a Muslim community while misleading the public about the project. ALPR data EFF obtained from the Oakland Police Department showed that police disproportionately deploy ALPR-mounted vehicles in low-income communities and communities of color.

In 1998, a Washington, D.C. police officer "pleaded guilty to extortion after looking up the plates of vehicles near a gay bar and blackmailing the vehicle owners.

87 Police officers have also used databases to search romantic interests in Florida. A former female police officer in Minnesota discovered that her driver's license record was accessed 425 times by 18 different agencies across the state.

In addition to deliberate misuse, ALPRs sometimes misread plates, leading to dire consequences. In 2009, San Francisco police pulled over Denise Green, an African-American city worker, handcuffed her at gunpoint, forced her to her knees, and searched both her and her vehicle—all because her car was misidentified as stolen due to a license plate reader error."

Source: Electronic Frontier Foundation  
<https://www.eff.org/pages/automated-license-plate-readers-alpr>

88 The use of this technology has already been abused by SPD officers for personal matters; why in the world would you expand it? More cameras are not going to solve any issue with crime, and you are deluding yourselves if that's what you believe.

89 Privacy. Non-hot-list records should not be retained at all.

90 Privacy, abuse of information by the police.

91 This technology is a blatant breach of our right to privacy. This data has been used for illegal tracking of citizens by the government & police, & can be used by private citizens to track one another to a dangerous degree.

92 My concern is how it will be used against innocent citizens. There are instances where it has been used unethically and human behavior when surveillance like this is available will make this hard to control.

It's an invasion of privacy, it's a form of predator stalking  
93 SPD is not a trustworthy organization  
Civilian's can access this same information and that is dangerous

94 Where will the data be stored? Any member of the public can access this data. This opens people who have stalkers up for abuse. What about the domestic violence victims?

I have many concerns: first of all, how is the data going to be protected so it can't be tied to people? Also, if other departments can delete the data instantly, why can't SPD do it and why do they have to have it for 90 days? Why is so much of a privacy...about parking enforcement, what does outweigh the violent crime reduction for asking the entire city to give up privacy? Most of the people with parking tickets/parking enforcement are poor, people of color, and are policed disproportionately, this would just recreate those systems, and create even more disproportionate policing towards poor people/bipoc. How will SPD make sure the data is not used by ICE? Seattle is within 200 miles of a border...it says only officers who are trained how to use the automated license plate readers will have access to this info, but also, it says every SPD officer will be trained to use it...so basically the entire fleet, this is contradictory.

This is an inexcusably invasive violation of every citizen's right to privacy.  
We do not deserve a police state with active government surveillance.  
96 This puts each of us at risk of falling victim to stalkers and domestic terrorist groups.  
SPD has repeatedly shown themselves to be untrustworthy with public data.  
This will rob funding from necessary community services without providing any public benefit.

I have concerns about the fact that this technology will save license plate data for 90 days, documenting days, time, and place that is accessible by any police officer, or anyone through a public records request. That is a  
97 privacy violation. The vast majority of people are not committing crimes on the road, collecting and making available this data to the public could easily be abused by people. An ex partner could use this data to track someone, an abusive family member could use this data to track.

98 Mass surveillance and invasion of privacy for no concrete benefit. Massive cost to the taxpayer with no guarantee of additional safety.

99 This will make things even more dangerous for victims of abuse and dv!!

I agree with all of the concerns here: <https://www.thestranger.com/cops/2023/12/05/79293457/seattle-police-department-pitches-dramatic-expansion-of-vehicle-surveillance>

100 It's too invasive. The plates that are fine should be purged right away like other cities do. Or not saved at all, just run the plates against the list and only save plates that are a hit.

I am seriously concerned about warrantless and irresponsible searches of civilians. Given that at least 40% of police officer families experience domestic violence (https://olis.oregonlegislature.gov/liz/2017R1/Downloads/CommitteeMeetingDocument/132808), the likelihood of this tool being misused to harass and abuse innocent women and children seems high. Also, considering that the only accountability mechanism seems to be an internal review, I don't expect many officers to face significant consequences for inappropriate or illegal use of this technology.

This technology is extremely concerning to me. The implications for personal privacy far outweigh any investigative benefits of this technology. Complaints have been made about SPD officers misusing this technology which is a great concern. I do not believe this technology will be beneficial for keeping us safe in Seattle and will only contribute to the continual eroding of our privacy by expanding surveillance.

103 Stalking! If anyone can request the license plate info for any time for 90 days, so many women will be at greater risk of domestic violence.

104	No concerns with this technology. Driving a 2-4 ton car/truck is a privilege and should be treated as a privilege with no expectation of anonymity. Especially given the horrific damage they cause and the ability to use them ways that put others at risk and subvert the law. Cars need to be monitored as drivers are often awful. Poor drivers compel SPD to use Automatic License Plate Readers (ALPR), which take pictures of license plates and records the date, time, and location of the plate. If someone wants to be anonymous then they shouldn't be driving.
105	It will be used to violate privacy, regardless of claims by SPD. There are no safeguards in place.
106	Rampant privacy violations both by the PD/city and the general public through FOIA requests.
107	None; I encourage it.
108	The use of this technology, if at all, should be strictly limited to reading license plates that are known to have been associated with a crime. The wholesale collection of this data and 3 month retention is a blatant invasion of privacy and power grab by a department which has proven time and again to be corrupt, fraudulent, and dismissive (at best) of constituents' best interests.
109	I don't like the idea of tracking all vehicles even though they are not connected with any criminal activity. Too Big Brother
110	It violates privacy rights
111	There is little public benefit to mass surveillance, and it comes with a significant public cost in terms of potential for violations of privacy. Just one example: a system like this would enable officers with malign intent to better track the location of estranged partners and enable stalking.
112	This is a grave violation of personal privacy.
113	I don't want cops or trolls to have more tools with which to bully.
114	This is going to make it so that people can see plates of women fleeing red States to access what should be perfectly legal care, & is in our state, but not theirs. This will put 1000's of vulnerable women at risk.
115	I have many concerns about this technology. Seattle has repeatedly shared their absolutely distrust in SPD, and having a tool like this will only further cement the lack of trust. The people of Seattle deserve to walk around their city without feeling like they're watched by the city/SPD. This technology, as many things implemented by SPD, will be used as a tool for discrimination against BIPOC and houseless folks. This technology makes Seattle feel much less safe and welcoming.
116	It is a gross abuse of policing and via surveillance and will only serve to gather data that is either worthless or ripe for abuse. So the only people who will benefit from it is those seeking to abuse it.
117	Several concerns. Perhaps if the ALPR was limited to only being used to check against "any license plate numbers that have been uploaded into the onboard, in-vehicle software system," as described in section 1 of the ALPR Executive Overview, the invasion of privacy would be a reasonable trade off. However, it doesn't do that. It stores the data it gathers for 90 days. The cited reasons for this technology is for stolen cars and Amber alerts. How is retaining this information that one would need to act immediately on for 3 months a good idea? Having that data stored so long also opens up other issues. Even leaving aside the issues of SPD employees having access to this database and using their credentials to search out things personally relevant rather than related to their cases, as has already happened, there is still the greater concern of sharing with other law enforcement agencies. Washington has become a haven for those seeking abortions and otherwise exercising their reproductive rights, but this is increasingly illegal in other states. 90 days of retained footage for more and more records of license plates sure seems like a lot of information that could lead to the persecution of people in their home states.

My two main concerns are

1. The fact that SPD can not use or purge the data in a timely fashion.

What is the point of collecting it in real time if you can't use it quickly? At what point does the gathered information become useless since the vehicle is long gone? Why does it take SPD longer to use and purge than other jurisdictions?

It seems like there is inefficiency in the SPD if they can not gather and respond like other localities can and adding more data to the mix will only bog things down. It is a waste of money, resources, and time, especially when considering that the use of the data does not significantly increase the crime solving rates.

2. The information can be requested by the public.

118 There are inherent risks with allowing this data to be accessed by public entities. The move to a surveillance state is concerning, especially with all the current uncertainties with civil and healthcare rights. The fact that other states have laws regarding women's healthcare that can bring civil suits and jail time, the ability to locate and monitor persons moving around in WA state is a HUGE privacy issue.

Racial, gender, and sexual tracking is a real concern.

Knowing that there are "bad actors" that will use this information for their own purposes, and also knowing that the technology does not provide a significant amount of benefit in helping to solve crimes, it is only useful to those that want to track and surveil others.

In addition to my main concerns, the costs of installing and maintaining this technology could be used in some other capacity that would be more useful. Training, recruitment, etc are some areas that come to mind. The only benefit would be that the officers don't have to do anything while driving around.

119 If this database is made public, stalkers and abusers will be able to search for their targets by license plate, identifying their locations at certain days and times, even if they don't know the person or know their name. This is an obvious increase in risk and danger to the public.

120 This expansion is a solution in search of a problem, since the # of license plates identified with a crime is less than 1%

121 I have MANY concerns about the use of this technology. SPD has already had numerous, documented incidents of police misconduct around license plate and other surveillance technology — this tech would only expand the abuses of power. The privacy and civil rights infringement is too much to bear. As a Seattle resident/voter/worker, who comes from communities most targeted by these kinds of surveillance, I absolutely oppose this tech being used at all, much less expanded.

122 Overreach.  
Data Retention FAR too long.  
Massive cost with no ROI.  
Stalking (by Police AND Citizens)  
Mission Creep (always happens).  
Data Security which has been stated will not exist.

123 This technology should be prohibited; ALPR retaining data is a significant privacy violation even in its current limited use. Dramatically expanding the use is a terrible idea that will result in less privacy for millions of people. This program should not be expanded, and data should be purged immediately. Even without abuses by the Police department, the availability of this data via public records requests makes it extraordinarily troublesome.

124 I understand and appreciate the benefits of running plates to catch felons and recover stolen cars. What I object to is being subject to constant surveillance with my location logged in a database for 90 days. If the police has a list of stolen plates, it's fine to scan for them at the time of capture (or at most, within a day). The database is the problem. I cannot be free and safe in a city that tracks and logs my movements. That's dystopian and scary. It would be a dangerous violation of our privacy.

125 None

Misuse of data, tracking of individuals based on their license plates for non law enforcement activities. The very  
126 small percentage of data that is at all useful to law enforcement, compared to the large amount of harm that  
could be done to someone in an abusive, controlling manner.

127 Privacy violations, misuse, data breaches.

All concerns. Concerns for those who are being stalked, concerns for those who have dealt with domestic abuse,  
and concerns for anyone. This technology is unethical, and police do NOT need this data. I don't think  
infrequently about how this data may even help cops - who, statistically, commit domestic abuse at much higher  
128 rates than the general public, stalk their own former or current partners.

This is a privacy and ethical violation. If this is signed off, you can guarantee that none of the co-signers will have  
my endorsement or vote moving forward.

ALPR devices present significant privacy and equity concerns while showing little efficacy in reducing crime. For  
129 specific civil and human rights threats posed by this technology, see a 2022 report by the University of  
Washington Center for Human Rights, "Who's Watching Washington?"  
<https://jsis.washington.edu/humanrights/2022/12/07/whos-watching-washington/>

130 tracking civilians will be abused, waste of money

131 It is overreaching and would document the lives of those not suspected of crimes which is a violation of our rights  
as US and WA citizens.

132 Seattle Police has a long history of a use of power, keeping data on non suspect vehicles more than 48 hours is  
unreasonable and should be banned!

133 I worry about the overuse of public surveillance posing more risk to people than helping them.

The local publication The Stranger explains my views on this issue : "However, SPD also retains license plate  
numbers that don't register as a "hit" on the hot list. Given that ALPR can collect tens of thousands of license  
plate images in 24 hours, and that SPD would roll out the technology to all of its patrol cars, officers have a high  
probability of capturing an image of the average plate at some point. Photos of those plates, as well as the time,  
date, and location, go into a database and SPD keeps that data for 90 days."

134 This is a massive surveillance issue and is unnecessary. You should focus on working with community orgs and not  
wasting your funding on technological surveillance! The ACLU of Washington has also noted similar issues with  
this technology.

Instead of spending money on this tech, you should train your officers better so they don't run over and murder  
pedestrians, and then make poor jokes about it after!

There are insufficient controls over this data to ensure that it can't be abused by SPD personnel, divulged  
inappropriately to third parties including members of the public, or accidentally leaked. This would never pass  
135 muster in any corporate data compliance discussion, as this represents linkable information that has significant  
privacy implications (even outside the hands of law enforcement) that merits equally significant safeguards that  
do not exist in this proposal. Those protections must come first.

I would want to make sure that the public that requests information is tracked or vetted. Could someone use the  
136 public request to stalk their girlfriend? (Also wouldn't want the police to use the tool internally for non-case  
related things, so would track who checked what and when)

Data retention, even for 90 days, introduces the risk of the records leaking or being improperly accessed. That  
137 access could be used improperly to stalk or harass drivers who are observed this way. One example is a spouse of  
a police officer whose plate might be scanned near a medical facility or a lawyer's office without their spouse  
being aware.

138 Serious privacy concerns. If anybody can trace someone's movements this exposes people to danger from stalkers and abusive ex partners. The police have no need to keep this information and it is a severe breach of citizens expected right to privacy

This is a terrifying expansion of government surveillance well beyond any reasonable grounds. Creating a mechanism to track individuals, especially those who are completely innocent, is a threat to the safety of our people and democracy.

139 There are countless examples of perfectly legitimate actions that could lead to harm if they were tracked. Some states are outlawing abortions, including people who get out of state abortions. This data could be abused by those governments to prosecute their people. It could also be used to track protestors, etc. It could similarly be abused to stalk someone, etc. This abuse could happen either by someone with inside access, or someone performing a FOIA request.

It's a massive invasion of privacy. It also sets the norm for this, and makes future decisions easier to justify, because they're already doing it here. We need to stop it before it happens.

140 I don't have any concerns

141 SPD has a documented history of misuse of the license plate scanning technology, this will only become more likely as the data set grows. The proposed limitations and restrictions have not, and will not, be sufficient. Lastly, the problem space supposed to be solved by this is dubious at best, it clearly can't prevent or reduce crime.

The budget allocated to this would be far better spent on supportive housing and other community initiatives shown to actually prevent and reduce crime.

142 This is a violation of privacy. At a minimum, require deletion of the data within minutes as soon as there is no relevant match.

143 This technology violates every person's right to privacy provided under the US Constitution. In the strongest way possible I urge SPD that NOT implement this policy.

144 Foremost that we cannot trust SPD to use this data effectively or fairly. SPD has been under a consent decree and has proven again and again to use racial bias and discrimination in their policing. This tech will not change that, and just be one more thing for SPD to abuse! And in general is my concern about privacy and the fact that we are becoming more and more surveilled. Surveillance does not make us safer or reduce crime, that's a fact. Let's use this money to invest in the community in ways that are proven to increase safety.

145 This is too great an infringement on privacy, given the expansion of the technology to so many vehicles and the retention of the data for 90 days.

146 this surveillance technology will cause more harm than it will do good. instead of more resources going to surveillance, why don't we invest resources into things people actually need, like housing, social services, medical care, etc? as a community member in seattle i am completely opposed to this technology.

147 Why does the department need to keep the data for 90 days when other jurisdictions keep the data for only minutes to hours? What protections do you have in place that prevent abuse from employees that can access the data? Why should we trust that the information can't be used against civilians by other civilians through the public information request process considering this information would otherwise not be available for such an extraordinary amount of time. Aren't you effectively presuming guilt by saying the 90 days is required to determine whether you have captured a significant image?

148 None

149 None

150 It will lead to false positive and more shootings by the police of unarmed youth.

151 I worry SPD officers using it to illegally surveil family members, spouses and anyone else they are interested in for personal reasons. Even other police officers they suspect might report them.

I also worry the technology makes a mistake and I am pulled over for no reason, thus putting my life at risk

I feel that this technology should not be pursued. The data retention period for "non-hits" is too long and is 152 subject to data breach events, public disclosure requests, and misuse by SPD staff, which has already occurred and been documented with the existing ALPR fleet.

We live in a police state already and the cops are known to be abusive. This opens up more opportunities for cops 153 to be abusive. This isn't going to have tangible effects on public safety. It will just strengthen the watchful eye of the police state.

154 Massive privacy overreach for those who haven't committed crimes. Police abuse of database of information.

I am against the use of this technology.

155 Per the U.S. Court of Appeals for the D.C. Circuit in a GPS tracking case, *United States v. Maynard*, 615 F.3d 544, 562 (D.C. Cir. 2010) "A person who knows all of another's travels can deduce whether he is a weekly church goer, a heavy drinker, a regular at the gym, an unfaithful husband, an outpatient receiving medical treatment, an associate of particular individuals or political groups — and not just one such fact about a person, but all such facts."

Such technology is anathema to both our innate and legal freedoms, and I urge city council to stand up to the military-police-surveillance-industrial complex and reject its use.

156 Even your own employees can't be trusted to properly use this data and not use it for their own purposes like stalking people they don't like, and you expect the public to wisely use the license plate information? No. Don't store the plate data if it's not linked to a known crime, and definitely don't make it publicly available.

I am concerned that it will capture data that is private, and make it available to third parties with no legal interest in the data. Per *The Stranger*, "not only do cops have access to that data, but anyone can request the database of license plate photos and numbers along with the time, date, and location of when SPD took the photo. A lot of cities purge this data quickly if the plate doesn't match a "hot list." SPD gave no real explanation for why it couldn't purge the data..." [Though I also see that the ALPR report at [seattle.gov](http://seattle.gov) states that only properly trained 157 employees will access the data, which I hope is true.] I don't understand why this technology—which apparently captures data at least 98% of which is unrelated to any crime—is necessary, and I certainly object to its use to retain said data for months on end. I am not sure how the restrictions on its use, the specific deployments listed in section 2.0 of the ALPR report, can be monitored and enforced. I would like to know how demonstrably useful the technology has been in its initial deployment, and whether restrictions have been observed. I do appreciate the opportunity to comment.

158 Privacy, abuse of power on the part of police

159 I'm concerned it will increase police power, increase police contact with the public, and increase police killings. I'm concerned about my privacy.

160 This technology invades one's privacy and makes spying on one's neighbor possible.

161 Data shows us that law enforcement officers commit domestic violence offenses at high rates, allowing them the ability to track the locations and daily habits of people seems like a good way to let abusers keep tabs on their victims

I am concerned about retention of license plate and location information that is then subject to public disclosure to private investigators and private citizens with their own agendas. Two cases illustrate unwanted consequences:

1) Disclosure of this information could enable identification of women who have crossed into Washington state for abortion access. Laws in other states are now criminalizing the transport of a woman for an abortion out of state. License plate and location information would facilitate prosecution of such women and those who assist them, inhibiting exercise of women's rights to protect their health and make reproductive choices.

2) Disclosure of this information to private investigators working for long-term disability insurers would further weaken protection for the disabled who have paid for insurance benefits. ERISA laws set a very low bar for disability insurers to deny insurance coverage to the disabled. Although Washington state laws now provide a "de novo" courtroom standard for proving disability in some cases, this still does not apply to self-insured companies, who are still granted a "deferential" standard under ERISA in Washington.

162 This means that the insurer can deny insurance by merely muddying the waters on a disabled person's capabilities for employment. They do this by having a PI observe the insured doing ordinary things (e.g., going a grocery store), then claim that this is proof of employability. A database of license plates and locations would give them vastly more fodder for specious denials. It costs tens of thousands of dollars to disprove such specious claims, money that few disabled people have in ready cash. It is also costly in distress and time that disabled people need for medical care and rehabilitation in the hope of return to employment. Further, many disabled people get so discouraged by insurer and PI shenanigans that they do not fight for their paid-for benefits. Few know how to do so, or have the physical/mental/emotional/financial wherewithal to do so.

Rather than believe my citizen's report, please contact an ERISA disability attorney and ask what they think PIs for disability insurers would do with publicly available location and license plate data.

In case you are not familiar with ERISA, I'm referring to long-term disability coverage provided as part of group insurance plans to employed people. Generally employed people pay the premiums to protect themselves if they are incapacitated by disease or injury. I'm not talking about social security disability.

Please consider the most vulnerable people.

Please ensure that data retention is so brief that any public request for data is so unlikely to return an individual's license plate that a PI or abortion activist will not bother to request it. Do not give their people another tool to use against the vulnerable.

Please consider this both for any existing technology already deployed, not just new technology.

163 This is a breach of privacy

164 This is inappropriate and unnecessary. A violation of the public's privacy and allows for cops without good judgement to further discriminate against mainly marginalized groups populations

165 I am concerned about the general privacy risks associated with storing vehicle location data for several months. I do not believe that citizens' personal information (daily whereabouts) should be accessible to police without the police having good cause for needing that information prior to collecting it. Even if you are suspected of a crime, I believe there is information that could be gleaned from your day to day location that should be kept private for reasons of basic human dignity, especially if an individual officer's judgment is the only barrier to accessing that information. Collected data should be filtered down to only that which is strictly necessary and beneficial over traditional police work, should be stored for as little time as possible, and should only be accessible in formats that answer essential police questions (eg, last known location vs location history). If technical constraints are cited as a reason for the current plan, more technical research, consulting or experimentation is certainly warranted given what is possible in plenty of other high scale software systems. Concern should also be noted for the general security risks associated with storing this data, which is sure to be a target for attackers who might profit from selling it to bad actors.

This is a dream come true for stalkers and abusers. A public registry of locations of specific license plates, in which the SPD is not committed to purging noncriminal plates? What an easy way to continue victimizing anyone with a car!

Keep in mind as well, that police officers themselves are far more likely to commit domestic violence compared to the general population; it's downright dangerous to their victims to give them free access to this kind of data.

This also creates a loophole that allows, for instance, employers to get information about employees' health status that they are not legally entitled to. Why should employers-- or anyone, including police-- have the data to see that someone parks at the time and place of an Alcoholics Anonymous meeting, or at clinic offering abortion services, or an AIDS or cancer survivors meetup? All they need is the license plate number, which many can easily get when an employee parks at their workplace (or even shows up for an interview-- what a convenient way to maneuver around hiring discrimination).

This is before considering the truly terrifying thought of the number of innocent people who will get pulled over and guns drawn on them just because a software misread a "1" for an "l".

This increased surveillance is intrusive to the daily lives of people in Seattle and is not even effective at addressing real harm if less than 1% of plates are connected to a crime. This puts too much power in the hands of the police, which have time and again shown they will abuse this power. This violates the privacy of individuals, and I worry about this being used to track people seeking abortions in Seattle from out of state. Additionally, if individuals are able to publicly request these, this is directly harmful to people especially in cases of domestic violence.

168 Invasion of privacy

169 The technology is a MAJOR privacy issue and there are not any parameters on its use and disposal of the pictures. SPD has abused this technology in the past and no constraints are in place to contain the abuse.

170 first ammendment

As a member of the state address confidentiality program (ACP), I am concerned that such a technology could be used to track my location for the past 90 days through a public records request without my knowledge, even though I am not under investigation for any criminal activity.

172 Overreach of power - capacity to track movements and retain info on people - high cost of this technology when there are other pressing needs/ social services that should be funded - the potential for abuse of this data by police - the potential for abuse of this data by other than police - I oppose increasing surveillance of people going about their day-to-day lives.

173 It is an illegal invasion of privacy when random collection of license numbers includes non-criminals and is kept for 90 days.

This is a massive privacy violation. This is surveying the public without their consent and should not be tolerated. Without civilian oversight on how the data are stored and accessed, I am very very concerned about the amount of data and power this will provide SPD

175 When considering the adoption of any new technology, law enforcement related or not, we must think about how bad actors may use the technology to harm the average person or target individuals. With the potential list of abuses including stalking, harassment, unreasonable surveillance, and violation of privacy — combined with the potential positives of only 1-2% of plates actually being linked to crimes— implementing this technology does not pass the test. The people of Seattle would be better served by public services that improve their wellbeing and raise the quality of life than giving the police more tools with which they can surveil the public.

176 This an extreme breach of public trust and the right to privacy for the general population. This technology, if used at all, needs to be limited. Data from this technology needs to be analyzed and non-hit data needs to be discarded

	<p>rapidly. The SPD's excuses of being unable to delete images within even 48 hours when other departments and districts across the United States can do so within minutes goes to show how this technology can not be trusted in the hands of SPD. By collecting this data and holding it for months at a time and allowing it to be publicly available opens up more concerns with our current constant surveillance state and growing over-criminalization of daily life. Do NOT allow this data to be kept for 90 days.</p>
177	<p>Privacy, privacy, privacy. The retention period for this data is far too long. There is no reason to hold onto this data for 90 days, or really at all. In fact, there's no reason to retain the data at all. Rather, you should push license plate of interest to the ALPR systems in the field. They can alert when they find a plate of interest and drop all other plate and location data that is not of interest.</p>
178	<p>That it will be used to further criminalize minoritized communities</p>
179	<p>This will further escalate police violence and racism and targeting of vulnerable individuals, as a social worker this is unethical and will hurt the clients I serve and the people you claim to protect but actually just want to control.</p>
180	<p>Violations of privacy of everyday citizens. If this technology were to be adopted, it MUST be set up to purge its database of non- "hot list" license plates within a very short amount of time, one or two days max. I'm largely concerned about the ability of the state to track the movements of private citizens who are exercising their constitutional rights. Access to such information has historically always, always been used to subvert the rights of members of marginalized communities.</p>
181	<p>That ALPR can collect tens of thousands of license plate images in 24 hours, and that if SPD would roll out the technology to all of its patrol cars, officers have a high probability of capturing an image of the average plate at some point. Photos of those plates, as well as the time, date, and location, go into a database and SPD keeps that data for 90 days and can be made available to the public.</p>
182	<p>The concerns for the proposed use of this technology are almost too numerous to detail in this form, but I'll try to summarize. This technology and the proposed scope of collection and storage time for images puts thousands of innocent civilians at risk. First, victims of domestic violence can be located and tracked by disgruntled (and possibly violent) ex-partners simply by knowing one's license plate and filing a public information request. Victims of stalking can be similarly tracked even after moving. Washington state, and Seattle especially, is established as a safe haven for women seeking critical reproductive care. Other states, including Idaho, and radical anti-abortion groups have made clear their intentions of harassing, doxing, suing physicians, and prosecuting women leaving their states in search of this potentially life-saving medical care. There seem to be no safeguards in place to prevent agencies in other states or random Washington residents from accessing these records. Given the proposed breadth of installation on SPD cruisers, anyone with a vehicle parked outside of a garage is at risk of these outcomes.</p>
183	<p>The proposed level of surveillance is a massive invasion of privacy and a security threat to all Seattle residents. The data that are not linked to a crime should be purged within 3 minutes as in New Hampshire. The data should not be a public record that can be used by criminals to target innocent citizens. The data has already been abused and the risk is only growing with the proposed expansion of the ALDR surveillance</p>
184	<p>This technology represents a gross encroachment on the right to privacy and presumption of innocence.</p>
185	<p>These technologies create a pervasive state of surveillance that is easily abused, and perpetuates an adversarial relationship between police and the public.</p> <p>The burden of proof that a technology is having a positive impact on safety must be exceptionally high to warrant broad collection of data.</p> <p>In this case, if the technology is adopted, at a minimum the retention time should be minutes (as it is in other places), not months ( as is proposed).</p>

I am very concerned about the use and expansion of ALPR technology to 300 police vehicles. Passive data collection that can lead to tracking an individuals movements by both police and the public through records requests is a danger for everyone, and especially people with stalkers, women in general, and marginalized groups already disproportionately targeted by the police. Building this database of peoples license plates who just  
186 pass by a police vehicle and without knowing their data is being collected/stored in this way is a major privacy violation and further severs any sort of community trust in the police. Allowing this expansion also paves the way for even more dangerous automatic and AI-assisted surveillance technologies that might do the same passive data collection, using facial recognition etc, and again actively making the general public less safe and collecting personal data without the persons consent. Waste of city funds to expand this technology's use.

I'm concerned about the expansion of surveillance of everyday citizens who pose no threat to community safety. I  
187 oppose the further militarization of police forces across the country and am deeply disturbed by this practice being funded, implemented, and expanded largely with money extracted from the very civilians you wish to "track" through tax dollars. I refuse to pay for my own surveillance and the surveillance of everyday citizens.

Data gathered by state and local law enforcement is accessible to both law enforcement from other states, and federal immigration enforcement agencies, through interoperable databases. Research has shown that by tapping into vast reservoirs of personal data offered up by private data brokers, ICE is able to effectively bypass 'sanctuary' cities. While law enforcement claims to be using this data to solve violent crime - even promoters of this technology admit that only a small percentage of scans—typically less than a fraction of one percent—turn out to be relevant to public safety concerns. The ACLU estimates that less than 0.2 percent of plate scans are linked to criminal activity or vehicle registration issues. SPD claims their primary concern is to stop crime and disorder. How can they possibly claim this when 0.2 percent of plate scans are linked to criminal activity. Especially because this license plate information would be available for 90 regardless of whether or not the license plate is connected with any crime - I worry about how it might be used by immigration officers, might be used by law enforcement from states that have outlawed abortion to track individuals traveling to Washington, might be used by violent domestic partners or stalkers (as this information is available to the public with a public disclosure request). In August  
188 2012, the Minneapolis Star Tribune published a map displaying the location, obtained via a public records request, of the 41 times that Mayor R.T. Rybak's car had been recorded by a license plate reader in the preceding year. In these times of political vitriol it is not inconceivable that this technology could be used for nefarious purposes. ALPR data is gathered indiscriminately, collecting information on millions of ordinary people. By plotting vehicle times and locations and tracing past movements, police can use stored data to paint a very specific portrait of drivers' lives, determining past patterns of behavior and possibly even predicting future ones—in spite of the fact that the vast majority of people whose license plate data is collected and stored have not even been accused of a crime. I fear this will could used to curb first amendment rights. Bumper stickers can even be seen from the data collected. Police officers in New York drove down a street and electronically recorded the license plate numbers of everyone parked near a mosque. Police in Birmingham targeted a Muslim community while misleading the public about the project. ALPR data EFF obtained from the Oakland Police Department showed that police disproportionately deploy ALPR-mounted vehicles in low-income communities and communities of color.

The increased number of ALPR installed and used in SPD patrol vehicles poses risks to citizen privacy, including increased opportunity for institutional abuse, discriminatory targeting, and tracking of individuals who are in no  
189 way associated with the criminal activities this technology claims to prevent or reduce. Additionally, as the data on license plates and citizen tracking grows, so does the incentive for private companies to purchase this data and use it for capital gain, or for malicious hackers to steal this data for the same end. The risk of citizen privacy loss is too great when compared to the value of this technology in investigating criminal activity.

I have major privacy concerns for all residents, including increase in surveillance of human rights activists, increase in stalking, increase in racialized arbitrary police stops, and personal information to be shared on a broad  
190 and not very secure network that is highly hackable, racial profiling and increase in access to otherwise confidential information. This technology is harmful to all and does not prevent any crime or increase community safety in any way. This is a major overreach.

191 The use of ALPR technology is a violation of privacy and safety. SPD officers have a proven history of abusing their access to this tracking information, and should not be trusted with such revealing info about civilians. To store ALPR data for 90 days provides ample insight into any vehicle's patterns and makes it all too clear what its driver or passengers are likely up to. It is unsafe for this data to be in the hands of cops, and it is unsafe for this data to be available to the public. SPD's desire to gain power via increased surveillance is unethical and is not sufficient justification for the use of this technology.

192 Firstly as SPD admitted some of the data collected can be used to track peoples location across the city. I do not want any government to have the capability to track the population on mass. Due to a long history of similar data being leaked through data breaches or whistleblowers informing the public of data about them being stored unnecessarily and being used to track civilians I do not have faith that this data will be used properly. It is not appropriate nor will it ever be appropriate for the government to set up systems that can be used for mass surveillance.

193 I feel it is a violation of our privacy. If we have not done anything wrong, why should others be allowed to look up information that is personal and private. This is like "Big Brother" doing anything they want to a citizen with no reason

194 Inability of community to access info when necessary and misuse and access of info by unauthorized LEO/FOP and other supporters/promoters of tech in LE. Like bodycams, resisted at initiation and manipulated when suited.

195 The Seattle Police Department have demonstrated repeatedly a racist bias, leading to the decade-long federal review commencing from 2011, the repeal of the bicycle helmet law because it was being enforced disproportionately to Black and other darker skinned people, in addition to the murder of the likes of Charleena Lyles, John T. Williams, and more. Allowing this sort of technology will only give more tools to the SPD for intimidation of non-white communities.

196 Vast overreach of the surveillance state. Let us fucking exist without tracking every one of us. Especially with SPD officers having been found culpable of grooming, tracking their victims using police resources, and more -- this is TERRIFYING as a woman who lives in the city.

197 This is an extreme violation of privacy that will do more harm than good.

198 This technology is invasive of the privacy of residents and visitors to Seattle. The records it generates can be abused by anyone who gains access to them, by any means.

I am a technologist who is deeply concerned about the privacy impact of SPD's proposed expansion of ALPR technology and strongly opposes any plan that increases the use of ALPR systems.

199 Under SPD's proposed use, this ALPR system indiscriminately captures and stores the locations of innumerable vehicles, and by proxy their owners, the overwhelming majority of which have not been implicated in any crime. The public benefit of ALPR systems is dubious, and when weighed against individuals' rights to privacy, indefensible.

The location information is liable to be abused by both authorized and unauthorized actors, and on the whole, a huge liability for the City of Seattle's government.

200 Storage of license plate data is too ripe for abuse.

I am concerned about the massive expansion of violation of people's civil liberties while driving in public that is presented by possible implementation of ALPRs. We have a right to move freely in public without being surveilled by law enforcement. It's also deeply troubling that data collected via ALPRs is available via public disclosure for such a long period of time. It makes no sense that other jurisdictions around the country can determine whether  
201 an image needs to be kept in only a few minutes and SPD is saying it takes them more than 48 hours and up to 90 days. If the system being acquired doesn't do automatic processing that would exclude images not of interest to law enforcement, this is also a bad investment for the City. It means that officer resources must be being used on evaluating images - with SPD understaffing as it is, it makes no sense to waste resources on this when there are much more urgent needs to attend to.

Mass surveillance. This technology scans and records the identification information of thousands of people a day, including geographical location of people who are involved in their day to day lives with no criminal intent and retains that information for 90 days. Further, it compiles it all in a database that is available to public records requests.

This is a huge violation of people's rights to privacy in their daily lives. The right to personal privacy overrides any thought to the potential of "precrime." Having geographic and time information can expose a lot of information about people, from if they're cheating on a significant other (not a crime) to if they are going to a doctor's  
202 appointment.

As abortion rights are under attack across the country, people traveling from out of state to receive needed healthcare should not have the added worry of their license plate information stored for long periods of time in a database that can be accessed by people in other states that are hostile to the medical procedure.

Furthermore, this creates a potentially disastrous situation for people in dangerous situations such as domestic abuse or stalking. If anyone can access this information, even if protection orders are issued, there would be no way to stop a third party from potentially accessing the information and passing it along instead.

The capture and storage of license plate information is an inappropriate use of police vehicles.

The capture and storage of license plate information in a form available to the public is an irresponsible use of police vehicles.

Most surveillance technology is useful and helps someone do their job. That this would be useful is not special.

What is exceptional is that this would fully enable the public to repeatedly request this data as a public record in  
203 order to construct a long-lasting open repository of vehicle data. Anonymizability does not change the appropriateness of this choice.

If I have a record of this kind, I can extrapolate public behavior to a degree that no citizen should be able to access. When we look at whether someone should have access to data, we must ask under what circumstances they would otherwise be able to gather it. In this case, the answer is a network of community vehicles with cameras, license plate readers, and a collectively pooled repository of image data. It would be uncomfortable for the average citizen to know that their neighbor was constructing such a system. This technology effectively constructs such a system for all of my neighbors.

204 Stored information of people who have not committed any crimes could be misused by department of public access.

205 I'm concerned about the massive amount of publicly-available data on driving habits, locations, and vehicle information being available on 3-month rotations. I do not trust SPD to keep the information secured.

I am all the way against this this violates our civil rights and takes away some of the few freedoms that we  
206 actually have left in this world this violates the very Constitution that our country was built on and in no way is this okay or Fair

It's incredibly privacy invasive, and the retention of data for such a long period of time is extremely ripe for abuse.  
207 There's no reason license plate and location data needs to be retained any longer than for a computer to check whether the license plate matches a list of persons of interest.

208	Infringing on privacy. It is an overstretch. And we have seen when technology is in the hands of people with power that it is abused. Every time
209	Waste of budget. Infringing on privacy.
210	The use of automatic plate readers is a huge privacy infringement. When made public through public record requests, the information becomes even more of a privacy concern.
211	Police surveillance is bad. Police mainly exist to repress activists so the less information they have the better
212	Privacy, safety and security.
213	This is an infringement of civil rights and protection against illegal search and seizure
	The people who live and work and drive through our city would be subject to passive surveillance.
214	Those who drive frequently, such as for blue-collar delivery jobs, would be disproportionately impacted.  Data, once collected, is subject to abuse, especially in the hands of SPD. There is not a need for this and it is a huge waste of taxpayer money.
215	All of them. This is a disgusting use of technology to infringe on people's right to privacy! Give us a database of all cops to track in real time and then MAYBE I'll consider not hating the guts of each and every individual pushing for this. Just maybe.
216	This is a violation of privacy and I'm deeply concerned about the ways location tracking will be used to harm people in the community, by both law enforcement and other community members (esp in stalking or domestic violence situations). This is such a waste of city money and there are other actually helpful things that our city should be investing in - housing, healthcare, education, community groups.
217	That SPD will not delete the findings soon enough. No need for spd to hold unneeded license plate numbers. Also studies show that it may detect very few license plates that have been involved in crime. Appears to be a lot of \$\$ with little benefit.
218	I am concerned that this will increase surveillance of poorer communities and result in more policing for people of color.
219	I am concerned that this information will be abused by members of the public to harass and target community members. Because the database is available publicly, the 90 day retention policy will be easily bypassed by people recording and storing the data, and possibly hosting all such data on their own servers.
220	Indiscriminate collection of data related to individual activity is unconstitutional.

## Question 2: Do you have any additional concerns about the use of technology (in case you ran out of space in section one)

ID	Do you have any additional concerns about the use of technology (in case you ran out of space in section one)
	SPD needs to document the number of vehicles that will have the ALPR expansion. The old SIR and report 1 from OIG states 10 or 11 vehicles but I did not see where SPD acknowledges how many patrol vehicles will have this tech. That's an important feature to communicate to the public.
2	No
3	
4	It will be abused. It is highly invasive and it will hurt Seattle in the long run
5	
6	
7	No
8	Cops have misused this technology in the past. They will do so again. If you give them the ability to track everyone, all the time, they will do it.
9	
10	NA
11	
12	
13	It's perpetuating a gross surveillance state, AS WELL AS being a drain on city funds.
14	
15	
16	
17	
18	
19	
20	
21	Many.
22	
23	
24	No
25	
26	Invasive means. With AI there is no reason the SPD would need to keep this data.
27	I believe that scanning a plate should be up the discretion of officers. Given the circumstances of each individual situation.
28	I agree it's a great technology and can identify issues very quickly but why does the information need to be saved if no crime? This amount of information saved is a risk to my privacy and recording my location to anybody who requests it.
29	
30	
31	
32	
33	How about also giving an already shameful and abhorrent police force like SPD, who have proven time and again that if unchecked, are capable of depravity equivalent to that of a convicted murderer, access to virtually any american citizen they want.
34	
35	SPD has made it clear that the citizens of Seattle can't trust them. Now they want to track our location in a publicly accessible database. This is insane and I will not vote for any Councillor who supports it.
36	

37	it feels like one of those things that could be scary, but that in order to put it to a scary use a person would have to shift through a mountain of data and know exactly what they're looking for. so, it feels like it's reasonable to require like a warrant or some other reasonable need to access this kind of surveillance, but it's extremely useful and should be used judiciously.
38	
39	n/a
40	
41	
42	Please just don't. Crime is not gonna go down in any meaningful way by this tech.
43	
44	
45	The state wants to surveil the people to control them
46	Also no shot spotter. Technology doesn't work. Spend money on care for people not hunting them.
47	
48	The police have routinely proven that any power and technology given to them will be abused. Giving them additional surveillance technology will be used to further erode the civil liberties of the citizenry.
49	Divisive political rhetoric not focused on public safety.
50	
51	
52	UW researchers have raised concerns about how ALPR data could be used by federal agencies to track undocumented immigrants or by other states to track those coming to Washington to seek abortions.
53	
54	
55	
56	
57	
58	further increasing our dystopian police state
59	Absolute waste of public funds. It criminalizes all citizens who drive.
60	
61	I am not concerned about non target vehicles being recorded- as long as they are on a public street
	The rise in cybercrime is also a serious concern in regards to this data, as a bad actor or other state agency could utilize this data with statistical models to track and trace vehicles involved in abortion access, trans healthcare, or protest when or if the Fed ever finds those actions worth suppressing. The FBI and CIA's bad history of assassinating populist leaders outside of the law is also a concern in regards to this technology -- if they can use this data as a portal to track 'dissidents' that will also be a travesty.
63	
64	
65	
66	
67	
68	
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70	
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72	

73	Our police dept hasn't shown themselves worthy of our trust with data tracking us and, frankly, no gov agency should be allowed to indiscriminately gather such data on their citizens.
74	
75	I believe this additional tech will lead to unethical targeting of low-income, unhoused people and people of color. And it's shown that less than 1% of data captured actually relates to criminal activity.
76	SPD has repeatedly shown contempt for the city it purportedly serves that make it highly un-trustworthy to have access to this kind of technology
77	Images of license plates not linked to any crime should be purged quickly (within 48 hours). This will protect safety of the most vulnerable including victims of intimate partner violence, stalking targets, and others whose safety is not considered when big data sets are put together.
78	The idea that private citizens can access this same data through a public information request is horrifying. This enables stalkers, violent exes, criminal tracking of potential targets, tracking of political opponents. It is ludicrous that SPD is pursuing this when there is such a horrific loophole.
79	
	As at attorney, I have further concerns about the civil rights of accused people. I work every day with young people who suffer the aftereffects of being stopped by police for being 'in the vicinity' of an alleged crime or somehow 'matching the description' of adults the police are looking for. Often the only resemblance is race - as perceived by officers.
80	My legal work is also focused on domestic violence. The availability of a trove of public records that would allow stalkers and domestic violence perpetrators to track their victims with collected police data is a real risk.
	This technology is poorly contained, unnecessary, and violates privacy and safety for everyone - but especially for our most vulnerable neighbors. Please reject it.
81	
82	Have they caught the guy who killed Jaahnavi Kandula yet?
83	
84	
85	
86	I am a technologist by trade and I am extremely opposed to the use of surveillance technology.
87	What laws are in place to protect citizens? What accountability is there in place for police officers' misuse of data? What prohibits the selling, sharing, or transferring ALPR data? No way to opt-out.
88	
89	
90	Cost as well
91	
92	That the license plate numbers will be held for 90 days if they do not match up with stolen vehicles. Why so long? We're talking huge numbers of license plates being recorded. Why not work on the system to improve the input of stolen vehicles at that end of the process?
93	This technology puts everyday civilians in harms way and treats everyone as criminals always being under surveillance is a dystopian nightmare
94	I am a technologist by trade and strongly oppose this.
95	The cost? What are the costs? There's not a lot of information on how much it'll cost as a one-time cost and then as a repeating cost. Also, this form was down for over 3+hours, will you extend the commenting period?

96
97 I am concerned that this technology monitors the public, while studies have shown that only 1-2% of license plates come up as "hot", not enough to store everyone's data for 90 days.
98
99 This will make things even more dangerous for victims of abuse and dv!!
100
101
102
103
104 My lingering concern is that the city will fail to use this data to protect walkers, bikers, and transit users from the harm that poor drivers cause. Cars and trucks used in an unsafe manner need to be immediately impounded and the driver surrender their license. Poor drivers must be taken off the streets FAST. Poor drivers need to stop driving and use alternatives such as transit, biking, or walking so they understand how their poor driving affects others.
105
106
107
108
109
110 The technology is too invasive toward law abiding citizens
111
112
113
114 Yeah, it's a direct violation of everyone's right to privacy
115
116
117 Also, it's scary that a public records request could get this information as well. Not connecting the license plate numbers to the names they're associated with doesn't actually help that much when someone stalking their ex already knows the plate number.
118 Just don't do it. The rate of success from capturing the plates does NOT outweigh the harm that can come from it. The increase in racial, gender, and sexual violence should give you pause as this tech could be used for targeting vulnerable groups and individuals.
119 See a pretty girl driving by? Jot down her license plate and use the database to stalk her digitally, perhaps to her home. (!) We as a society must reduce use of surveillance technology, not expand its use and availability.
120 I lack confidence in assurances this technology expansion will not result in abuse.
121
122
123
124 n/a
125 None
126
127 Deployment without ethical and privacy considerations that center those furthest from justice.
128
129
130
131
132 If Cops keep tabs on all citizens plates then aren't we are all criminals in the eyes of police.
133
134
135

136
137 Expanding police surveillance at a time when public confidence in the SPD is low is personally undesirable
138
139
140
141
142 Access by the public, and officers for reasons having nothing to do with enforcing laws.
143 Yes! Stalkers can access this information, which is inherently concerning. Victims of domestic violence are also put at much higher risk because access to this information is available through the fredom of Information Act.
144
145 This data will be required to be shared with members of the public who request it. This is tantamount to an invasion of privacy. This data could be used by abusers who want to track their victims of domestic violence.
146
147 Clearly your transparency is low to middling. Why should we support this being rolled out to the whole force?
148
149
150 You could spend the money on schools, parks, and libraries.
151
152 I don't feel Seattle should become a surveillance city, and SPD fleet-wide deployment would become a literal vehicle for mass surveillance. I should be able to travel through the city without documentation of such.
153 People shouldn't be able to look up plates that cops shouldn't have been collecting anyway. We're layering bad on bad.
154
155
156
157 None right now.
158
159
160
161
162 Please see #1
163 Yes, it is unethical to follow someone's every move in their car for 90 days.
164 Yes didn't run out of space but cannot stress enough that this is not necessary and will do nothing to improve public safety or police and community relationships. There is no reason to further step into police state functions . Currently myself and I think the public do not have enough trust in the police or SPD leadership/ procedures to believe that this will be used wisely or fairly or do anything to actually protect individuals in the community, it extends police jurisdiction, influence, and intercession into private lives. SPD is not in a place to carry out these intents fairly and in a way that supports public safety
165 Information like this can seem simple to discuss in terms of its current known uses, but it's important to keep in mind that many risks arise from tough to predict queries or inferences made by bad actors with access to the data in aggregate or alongside other information. Decisions to store and make this info available to officers should be made with a longer term point of view in mind, and with the assumption that data breaches are highly likely in the long run.
166 On the whole, I foresee a software that wastes police officers' time on false positives and leads to increasing of police intrusion on folks' lives, with the expense falling on those whose lives are made worse! Why should citizens pay taxes into a software that monitors their everyday actions? It's already a travesty that we're wasting money on Shot Spotter, which is KNOWN to WORSEN outcomes in every city where it was implemented. Why would we want another money pit that makes our lives more surveilled and less safe?
167 This is also a ton of money going to a not proven technology when the city is cutting funding for so many other things. SPD should not be able to hold the data for 3 months either.
168

169	I believe it is also a violation of our constitutional rights. The fact that a car, where it goes, where the people live, what they do and who sees the information is unconstitutional.
170	yes invasion of privacy
171	
172	
173	Data is open to misuse. SPD has a history of abusing their databases.
174	
175	
176	
177	
178	
179	Why not put this money to expand a murder empire into schools and education if you want to protect the public?
180	
181	
182	There is no good reason why SPD should retain images of license plates that are not associated with crimes for 90 days. These non-hit images should be automatically purged within minutes or hours, as is done within other U.S. jurisdictions using the same technology.
183	The current level of ALDR with its 90 days retention as a public record is already a hazard to all Seattle citizens. The City should first set up appropriate systems and safeguards so that it can handle these data appropriately before seeking to expand the system.
184	
185	
186	
187	
188	
189	I am concerned about the lack of substantial restrictions on how ALPR can be used and how long license plate and vehicle data can be stored in SPD databases. Multiple instances of institutional abuse have occurred and would likely continue, as SPD officers have used ALPR data to track people in their personal lives. Additionally, members of the public can access this information via public information request. The vast majority of this data is on civilians completely unaffiliated with criminal activity, as multiple studies on ALPR have shown that only up to 2% of license plates captured are associated with any crime.
190	
191	
192	Secondly there's been evidence to show that this technology is minimally effective and like any infrastructure it costs money. Installing this system would be frivolous and wasteful for this reason
193	Also, if a person is a suspect and then found not guilty, why should his/her private information be allowed to exist in a public place that others could use in way to hurt the person. Records should not exist for 90 days.
194	
195	
196	
197	
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199	
200	
201	
202	
203	
204	Storage should be limited to 1 day and only for people who have committed crimes
205	

206
207
208
209
210
211 It costs money and every dollar not spent on housing and healthcare is the equivalent of paying people to commit crimes
212
213
214 This is a privacy issue, an equity issue, and a spending issue.
215 Fuck 12, fuck SPD. Stop the militarization of the police. They are a money suck and a resource vacuum for the city. Defund, disband, and give the money to the community.
216
217 Do not support the use of this technology.
218
219
220 Easy for this information to be misused.

### Question 3: What value, if any, do you see in the use of this technology?

ID	What value, if any, do you see in the use of this technology?
	Seattle's stolen property has been escalating; I see that in SPD's crime reports. Something ought to be done, and ALPRs are potentially a solution. But the database does not add enough value when one considers the potential civil liberties threats.
2	Very little, only like 1 percent of the images captured gets connected to a crime
3	Very little, unless you want to encourage abuse and mistrust.
4	None. 1% potential crime reduction is basically inert. Be better at policing, and investigating not data gathering. Data can be twisted to fit any narrative, good investigative work by definition can't.
5	I get that detecting plates is useful in finding stolen cars rather than manually scanning. I don't think there is any reason to store that data at all.
6	None whatsoever.
7	Stopping gang bangers who did drive-by shootings and home invasions
8	If I wanted to know everywhere anyone uses their car, who they are dating, and where I could go to find them, I'd be able to do this. Is this OK with you? Can we track all city council members too?
9	It will make tracking of wanted vehicles faster and easier. Fleeing suspects would have a harder time eluding enforcement. Parking scofflaws and people with license violations would have a harder time continuing to drive.
10	If the data were not collected and stored, I could see the utility for pinging someone to observe a stolen car or a car mentioned in an amber/silver alert. But as the data is collected and stored, I think any utility is moot.
11	None
12	None
13	I see no value.
14	Absolutely none
15	
16	None.
17	None
18	None

19	Nothing, compared to the already widely utilized instant matching of wanted license plates. Collecting the data for later processing is the same concept as having an officer sit in every citizen's car, just in case they commit a crime. Absurd violation for privacy, isn't it?
20	None, it does not prevent, deter or detect crimes and SPD policy does not permit vehicle pursuits so there will be no effect if they catch someone "in the wild".
21	As currently implemented and given an automated, near immediate purge of records, the technology may be helpful in identifying "hot list" vehicles.
22	
23	None
24	The value is only known after a crime is committed and the need to gather information becomes clear.
25	I have witnessed a large increase in poor driving over the past 2-3 years: speeding, ignoring stop signs and blinking lights, passing in bus lanes and middle turn lanes, and ignoring roundabouts. I'm not going to speculate as to why this happens, but it is putting a lot of people in danger, particularly pedestrians. I think that if drivers were aware that their driving was being monitored, they would drive in safer ways.
26	Frankly, none.
27	
28	It's great when used to catch criminals but why save the data of a law abiding citizen so that people could then request the info and track my locations and patterns.
29	None
30	I'd ing cars matched to crimes.
31	Reduce crime and missing persons. I'm all in
32	None
33	The only value I see is adding one more of our civil liberties taken away from the FREE PEOPLES OF THE UNITED STATES in the name of "protecting and serving". Last time I checked, the police only have a payroll because our taxes pay their salary. They work for us not the other way around!
34	The only point of this technology is to increase the reach of the surveillance state
35	None
36	
37	both times my car was stolen this technology helped find it within a week.
38	I don't. We haven't needed this technology before, we don't need it now, and there is not evidence that it helps police solve crimes.
39	I don't see any value of tracking citizens who are not suspected of committing a crime, who have not committed crimes or are not going to commit crimes. Once again, I see this as a constitutional issue and potentially a crises. What's next?
40	I see value only if the technology is used to be linked to a violent crime. If any other images that are not linked to a violent crime at the time of capture, than they are abusing the right to take these photographs.
41	None!!!
42	I'm not seeing it at all... Certainly not at the expense of privacy.
43	I do not see value in this technology.
44	Automated license plate recognition could potentially be useful in exigent circumstances (Amber/silver alerts, etc) when time is of the essence and a person's life or welfare may be at risk. Access to systems of that nature should be highly restricted and use authorized and overseen by courts.
45	Paranoia
46	None.
47	Well, it could enable stalkers! It will help bring about a fascist state in which people in Seattle are unable to move surveilled. But those are not good things.
48	I see no value in giving the police this technology.

	Enhanced public safety. Support law enforcement activities. Potentially reduce vehicle insurance premiums.
49	Apprehend criminals, recover stolen vehicles, support Amber / other alerts, locate drunk/impaired drivers, vehicles involved in road rage, etc
	Pursue vehicles with no license plates or obscured plates
50	I don't see any value to this.
51	
52	Limited value
53	Alerting to on matches to hot lists has value. It makes it easier for cars that have been reported stolen, reported to have been involved in hit-and-run, or other items to be located
54	It will help reduce crime
55	None.
56	None whatsoever by SPD's own data.
57	Very little except the minority of cases where particular vehicles have a linkage to a person suspected of a violent crime but a very large number of crimes aren't violent.
58	none
59	Fucking none.
60	Negative value. Even if it will help solve a few crimes. The collective bad outweighs any possible good
61	In our current SPD staffing crisis, it is important to use tools that can assist officers. Being able to identify vehicles that are stolen or have been used in a crime will assist officers in making our city safer.
62	If this technology were under the purview of SDOT, and could only be accessed by a formal request process in the case of a crime, then I could get behind it. Making the information largely arcane or obscured so public requests to track individual vehicles aren't a threat to public safety, I could see this tech used to assist with the awful driving habits of Seattle's vehicle owners - people in this city love to speed and to do illegal merges and actions out on the road, and this tech could help with enforcing more traffic laws - I think that needs to be 100% divorced from the police, however.
63	While it can reduce crime, data should only be retained for license plates that are linked to a known issue
64	Tracking criminals more easily
65	None
66	None.
67	None, it's truly Orwellian
68	None. The likelihood of it producing any actionable license plates when the criteria for inclusion is "all cars nearby" is nil.
69	It will be a massive assist in stopping vehicle theft, and other crimes that involve the use of a vehicle.
70	Very little if any.
71	Marginal benefits that might come from recovering stolen property or resolving other criminal activity.
72	literally none lol, this has been shown to be ineffective and the long term data hold is unlikely to do anything helpful.
73	For more quickly playing the license plate state game we used to play on childhood road trips.
74	I do not see any value in collecting this data and storing it and allowing citizens to request this sensitive information.
75	No value, only potential harm by SPD. We need more tech for human services, not policing.
76	none
77	I see some value in this technology for helping locate vehicles associated with amber or silver alerts. But as those situations are emergent and time-bound, retaining the data for 90 days and allowing anyone to request access to anyone else's activities poses a risk for abuse and personal safety concerns.

78	There is a benefit in automatic recognition of license plates, enabling drivers to keep their minds on driving. However, there is NO reason to store plates that are not a hit.
79	
80	None.
81	None. There is no way in which this technology will improve my life.
82	this is valuable technology for building a draconian surveillance state where anyone the police don't like can quickly and easily have their life ruined.
83	I like that if someone is driving a stolen car or has abducted or abused a person, the police can more easily find them out in the world.
84	None
85	
86	I see no positive value in this technology, I think it is extremely harmful to the public.  Another lawsuit for Seattle / Washington state taxpayers to fund: 87 <a href="https://www.eff.org/press/releases/electronic-frontier-foundation-aclu-win-court-ruling-police-cant-keep-license-plate">https://www.eff.org/press/releases/electronic-frontier-foundation-aclu-win-court-ruling-police-cant-keep-license-plate</a>
88	Absolutely none.
89	None for anyone other than the police, which should not be our primary concern.
90	None
91	None.
92	Some stolen vehicles might be returned sooner, but for this the other end of this process must be speeded up, i.e. when a vehicle is first reported as stolen.
93	None
94	None. This will only allow people who have access to this data to further abuse the system and the people being surveilled
95	None whatsoever. I wish they would dismantle them for the cars that already have implemented them.
96	According to data, < 1% of ALPR reads are connected to actual crime. There is no value in that cost-benefit analysis.
97	I can see the value in that it's helpful to scan license plates in real time, it's the storing of that information for 90 days that's disturbing.
98	None
99	NONE
100	
101	Keeping the eyes of the police officers on the road while driving so they don't kill pedestrians in crosswalks. Oh, wait, nevermind, they do that anyway with no repercussions. So, no value really.
102	None really! We don't need more cameras automatically registering identifiable data about people.
103	None! Why have a record of random plates cop cars are stuck behind in traffic?
104	The true value of ALPR is when it is utilized to track vehicles used in a reckless manner, to include speeding, running red lights, and driving in a manner inconsistent with Vision Zero goals. The key is FAST consequences. Poor driving equals car impounded and drivers license revoked immediately. Driving is a privilege, SPD needs to err on the side of the safety, health, and welfare of the public - not the convenience of the poor drivers. The public does not need to coddle poor drivers, consequences need to be immediate and procedures for re-in-statement of licenses and vehicles need to be thorough, costly, and painfully slow. Poor drivers must plan on using transit/bike/walking for years before re-in-statement.
105	None.
106	None
107	Reduces risk of future crime.
108	There is no value to the public of this use of technology. The invasion of privacy associated is a significant rollback of the rights of Seattleites. It should be outright banned, not expanded.
109	

110	None
111	None
112	None.
113	
114	None! It should be tossed out completely
115	Literally none.
116	
117	If the hotlist is maintained on the vehicle and the plate and geolocation information is not stored, it could be useful for Amber alerts and stolen vehicles, things that the officers in the vehicle would be responding to immediately.
118	Not enough value.
119	Surveillance. In the event someone uses a vehicle to commit a crime, that vehicle could more easily be tracked as it travels around.
120	little
121	I see no value that comes even close to outweighing the costs, both financially and ethically. Washington is already a high recovery state for stolen cars already, and we know that law enforcement have a track record of using this tech improperly.
122	Zero.
123	There is no value in retention of this data or expansion of its use.
124	If used to flag specific plates that are linked to a crime (with probable cause) I see the value in recovering stolen cars and catching dangerous felons.
125	Arresting criminals. Tracking stolen cars. Arresting people who break the law.
126	None.
127	
128	None. I do not care. If cops could do their jobs in 1990 without this technology, they can do it now too.
129	
130	none
131	None.
132	No value except to locate vehicles currently on the road, all data should be often and regularly purged.
133	I don't see any
134	It may help in occasional cases, but the constant mismanagement and misuse of the SPD means that they need to make significant inroads with the community they inhabit rather than spending taxpayer (or any) money on it.
135	In the narrow case were a license plate is linked to a crime, it could provide additional insights that could help establish the timeline or specifics of a crime.
136	I see that with a reduced police force this would help solve some crimes! Would help with all the stolen cars lately, would help detectives that don't have time to investigate, because they're are too few of them.
137	Very little; I have seen no evidence that this technology would have increased case clearance rates, and as it is not a preventative measure it will not materially increase public safety.
138	None whatsoever
139	
140	it would help identify, capture and prosecute car thieves and other crime perpetrators.
141	None.
142	None.
143	Although there is value in being able to track potential kidnapping victims and stolen cars, etc, the data is kept for 3 months under the proposal and is available to the public. It's violation of privacy is too great.
144	None
145	The only usefulness for this technology is for red-light enforcement, tracking stolen cars and speeders.
146	i do not see the value and i do not think this technology will improve community safety or well-being at all. i think it will make people less safe.

147	If the car matches a hit list plate, sure great, but keeping the information about non-hit plates for such an extremely long time does not look to be gaining any significant public benefit.
148	Getting criminals who are shooting guns everyday off the streets
149	Significant. Reduced time spent doing manual work which means more time for officers in the community. Better ability to track nuisance perpetrators.
150	None
151	Cars are weapons. If they have the technology to scan plates, they should also be able to scan speed. The police should stop people for speeding
152	I don't feel that the technology's value outweighs the liabilities it poses. There is too short a path to city-wide surveillance and too many opportunities for misuse, either by SPD, or outside influences.
153	None or next to none. Police drive around too much anyway. Get out of your cars and engage with the public.
154	
155	None
156	Sure, it makes it easier for cops to drive safely while also scanning license plates. But why the hell would you store any plates that aren't connected to a crime?
157	I presume it enables quicker flagging of problematic license plates.
158	None
159	I see no value in the technology.
160	
161	None
162	
163	None, this is fucked up.
164	None for the police this is just extra monitoring and surveillance with potentially no public safety outcomes and increased risk for discriminatory stops and police responses
165	I can understand that being able to automatically detect when a plate which is on some list of targets is within view of an officer's car. That said, I do not understand why that detection couldn't simply trigger an immediate alert for the officer or the police department more broadly instead of needing to be stored in a historical log.
166	Maybe cops would murder fewer pedestrians with their car and joke about it if they kept their eyes on the road.
167	I do not see any value in this technology
168	Slight value with getting license plates of perpetrators fleeing that may not get caught
169	None. I see it as harmful. There are plenty of other ways to track criminal behavior and the thought this will be expanded and result in harm to everyone.
170	none
171	I do not believe the benefits of using this technology outweigh the great costs and risks to privacy.
172	No value - all downsides
173	It is a complete waste of tax dollars for such a tiny success rate (1%-2%)
174	None.
175	I see no value in the use of this technology.
176	This technology removes a lot of the need for officers to manually scan people and vehicles looking for suspicious actors and playing on the officers biases. The only benefit of this technology is that it allows stolen vehicles to be located faster without officers harassing random civilians, and 'time is of the essence' instances of kidnappings and locating vehicles involved in violent crimes.
177	Great for things like Amber alerts and other BOLO items where immediate response is required.
178	I can see that it will be of great value to the police department in assisting them meeting their quota
179	

180	1. If the scanner is reading plates, the cops can keep eyes on the road, and strike and kill fewer people with their vehicles. 2. If the scanner is reading plates, there is less chance for human error in reading plates and mistaking them for "hot" ids, meaning fewer incidents of innocent folks getting pulled over for no reason.
181	I see no value in expanding this technology to all patrol vehicles
182	This technology can and has been used to solve certain crimes such as kidnapping, etc. But purging non-hit images from storage would not significantly reduce the technology's utility in this regard.
183	If the retained data can be restricted to the less than 1% that is related to criminal offences, it will help prosecute crimes.
184	It provides the punitive justice system greater speed and precision, which is not a particularly worthwhile goal.
185	I perceive the value to be minimal other than making it easier for police to prejudge drivers based on looking up their driving records more automatically and indiscriminately.
186	None.
187	There is no value other than militarization and a step further towards total fascist control of the people. This does not sever the people.
188	none - 0.2 percent of plate scans are linked to criminal activity.
189	ALPR can improve the rate at which police officers can investigate vehicles related to theft, felonies, and missing or wanted persons. It can make this work more efficient, and also be used to verify witness descriptions or identifying features of vehicles involved in these activities.
190	None, this is unacceptable
191	n/a
192	This technology is very useful for mass surveillance and thus controlling population. I think it has little to no value within a democratic and free society.
193	Perhaps in finding missing children
194	Compare current upheaval regarding children and TikTok, this tech is gaming for Law enforcement easy to manipulate and power addictive for police.
195	Absolutely none for public safety. The implementation of it will only deepen the City of Seattle's sense of being a police state.
196	NONE whatsoever.
197	There is no value in this technology. This is an attempt to justify the increase in spending for SPD without producing anything of value for Seattle residents.
198	None that outweigh its inherent damage to privacy.
199	
200	Comparing license plates against a hot list is a legitimate use of this technology.
201	
202	While there is a use for this technology in catching people involved in crime, the studies run on ALPR data show the actual usefulness of this is incredibly low, with some top estimates showing that just 1% of all vehicles scanned by the technology flagging cars with associations to crime.
203	If I had access to this data by public request, I would be able to construct more effective cases against police harrasment and targeting of citizens. It is my hope that I would, through correlation, also be able to infer overprofiled neighborhoods, but this would just be a nice bonus.
204	finding people who have committed crimes
205	I do not see how an expansion of this technology would be worth the cost to implement it (including purchase, installation, training, and data storage).
206	None
207	It doesn't really seem useful for anything other than harassing people.
208	None
209	Negative value, as in, not positive.
210	I do not see value in the technology. Police having this information makes me feel less safe, not more safe.
211	None

212	Obviously this could be used as evidence, placing a suspect at the scene of a crime.
213	
214	None.
215	Negative value. I believe it will worsen public relations with police, specifically regarding trust and privacy. I absolutely do not want my vehicle being tracked by police if I have done nothing wrong. How does that not constitute an illegal search or seizure????
216	Absolutely NONE.
217	None. And studies show it does not assist police much either. Too expensive for not much benefit.
218	I do not see any value of this technology
219	Helpful so that officers don't have to manually enter plates and compare against a hot list. But I think the data should not be stored.
220	Metadata may reveal police misconduct.

### Question 4: Do you have additional comments/questions re what value do you see in this technology?

ID	Do you have additional comments/questions re what value do you see in this technology?
1	If the expansion is going to go through, then at least SPD ought to be transparent about it. If this technology is as great as they claim, they should have no problems showcasing evidence of their successes. That also means being transparent about the use of the database.
2	
3	
4	Why would you even consider allowing this? Maybe if images deleted in 3 minutes like they do in another state. Maybe. Or maybe go read 1984.
5	
6	
7	It will help pull Seattle out of its current shit-hole condition.
8	
9	This should be used to find vehicles and people of interest but not to just vacuum up data on everyone just passing by.
10	NA
11	No, there is no value
12	Is this a surveillance state? Can funds be used to expand staff, outreach, and public safety
13	Only for amber or silver alerts, which would necessitate data to back up.
14	
15	
16	
17	
18	
19	
20	
21	What data exists to demonstrate prior deployments were worthwhile? What percentage of scans were used to prosecute a crime or otherwise serve the public interest? Is the current data robustly audited and if so, what analysis has been done (e.g. is a specific person an outlier who accesses it far more than others?)?
22	

23
24
25 I would like to see cameras coupled with cameras
26 There is no value in this given the statistics. It galvanizes the further existence into living in a police state.
27
28 Why keep all the data? What is the purpose?
29
30
31
32
33 This will only help police secure more funding while giving a terrible tool to the most deprived of our society.
34 Who on earth thought this was a good idea and have they ever seen even one episode of the Twilight Zone?
35 Unacceptable surveillance
36 Helping track criminals
37
38 To reiterate, I don't.
39 I'd like to have a response from the PD. What is their purpose for introducing this?
40
41
42
43
44
45
46 Put community policing walking neighborhoods. Know us as your friends and families not adversaries.
47 Why are we wasting our time on this? Why aren't the people pushing this on the street dealing with crime?
48
49 As mentioned so many times in the media and others: abuse, misuse, hacking
50
51
52 Who will have oversight on ensuring that the SPD does not abuse this technology when it gets expanded? Will that oversight come from an independent 3rd party? -Because it should, the SPD is not trustworthy
53
54 It will help reduce crime
55
56
57
58 acab
59 It increases Seattle's budget deficit.
60
61 I am very glad to see SPD and the City trying new things to supplement the declining police force. And this is not new technology to the City just increasing the use of a technology that has been in use already.
62
63
64 Overall I like it and agree with it, I just think you have to have safeguards in place to prevent the abuses from the past mentioned in the media.
65
66
67
68
69

70	
71	
72	
73	
74	
75	No more tech for police. Put funds toward human services.
76	Even considering this is a misguided use of city resources
77	Police officers have been known (nationwide and in SPD) to abuse access to databases like this. An expansion of the program must involve oversight, guardrails, and protection of the public.
78	
79	
80	
81	
82	they weren't doing their job before, and your solution is to give them more tools to abuse innocent people. You have failed to lock up the known criminals amongst their ranks.
83	
84	
85	
86	
87	
88	
89	
90	Don't use our tax money to pay for this unconstitutional invasion of privacy.
91	
92	I'm concerned about the amount of surveillance and what other crimes from the police will be used toward the public.
93	Why not just train your officer to be better at there jobs
94	Instead of wasting money on this, fix the potholes in our streets.
95	
96	
97	
98	
99	This will make things even more dangerous for victims of abuse and dv!!
100	
101	
102	
103	
104	Please expand Automatic License Plate Readers (ALPR), to traffic lights and lamp posts. This technology needs to help SPD get poor drivers off the road whether an officer is present or not.
105	
106	
107	Please approve.
108	Ban this technology immediately.
109	
110	Again, no value
111	
112	
113	
114	
115	
116	

117	Why exactly does the SPD need to hold onto this data for 90 days? Other places that do have this technology delete it after a much shorter span of time.
118	
119	How is this database being secured? Will malicious states such as Russia and China use the database to track particular prominent individuals living in Seattle whom they want to meddle with, such as U.S. Congress members? What if someone hacks the database and injects malicious false data that artificially and falsely places a person's vehicle at or near the scene of a crime? What if they hack it to remove legitimate data?
120	
121	I am a person who is part of communities that this tech will disproportionately target and impact. I am appalled that Seattle is trying to expand this already unethical tech. I oppose it and agree with the UW Center for Human Rights, the ACLU, and other community organizations that oppose ALPR.
122	I'm a Security Engineer, there isn't enough space in this form.
123	
124	I'd rather go without the benefits of this technology than give up my privacy.
125	I support this but only if technology is used to make arrests of criminals
126	
127	
128	
129	
130	
131	
132	This scanning of all license plates has little to no value and is an invasion of privacy and has the potential to be widely abused by police.
133	
134	
135	
136	
137	
138	
139	
140	
141	
142	
143	
144	What are the mechanisms in place to ensure this technology is not abused by SPD? What are the mechanisms to ensure the privacy of this data that is being collected.
145	
146	
147	
148	
149	
150	Absolutely none
151	
152	
153	No. This technology should be illegal.
154	
155	
156	
157	None right now.
158	
159	
160	
161	

162	
163	Nope.
164	Same
165	
166	N/A
167	
168	
169	
170	
171	
172	
173	Spend your time and money real police emergencies.
174	
175	
176	
177	
178	
179	please don't use our tax money for this!!!
180	
181	
182	
183	
184	
185	I would be interested to know about the concrete public safety benefits and see direct weighing of these against the almost inevitable abuse.
186	No value. This technology is an active danger to the community.
187	
188	
189	
190	
191	
192	
193	
194	Was the use and standards for this tech included in the ink freshly drying on the year past due contract? Bet a raindrop ☹ Not. What exactly would this data be retained for? Why would it need to be retained for 90 days, a full quarter of the
195	year? Could that money instead be used to improve road navigation, improve bus service, or housing? (The answer is yes, but where you put this money will tell the community a lot.)
196	
197	
198	
199	
200	Storage of scanned license plates should not be permitted. The only use should be to lookup the plate in already existing hotlists, then the plate number shall be promptly discarded if it doesn't match.
201	
202	
203	
204	do not store the license plate info for more than one day SPD officers who have this installed in their vehicle should be logged automatically every time they use it, including
205	date, time, vehicle identification, and location. Data on which officers use this, how often, and where should be available to oversight committees and the City Attorney's office.
206	
207	
208	

209
210 Do not increase the use of this technology.
211 Any accidental benefits of surveillance are outweighed by the fact that the same dollars could be spent on sure fire crime preventers like housing and healthcare
212
213
214
215 When will we have TRUE police accountability? Use this technology on the cops, not on the innocent people of Seattle.
216
217
218
219
220

**Question 5: What would you want City leadership to consider when making a decision about the use of this technology?**

ID	What would you want City leadership to consider when making a decision about the use of this technology?
1	Do the benefits of recovering stolen vehicles match or outweigh the risks associated with misreads or high-risk vehicle stops alongside the privacy concerns with the searchable database? If yes, that cost-benefit analysis should be readily apparent to the public.
2	At least requiring as a part of the expansion that the amount of time the data is kept is limited
3	There is no clear benefit to the public, and massively increased risk of abuse.
4	Their citizens. Police are not and have never been a force for justice. They are just force. Allowing them massive data surveillance is about as terrifying for the public as you can get. Ultimately it will drive privacy minded folks away from our city and state only to help police be more lazy.
5	Consider how badly this could be misused by police abusing their power. Consider how badly this could be misused for an officer to stalk someone.
6	Privacy, security, and rights-based concerns over baseless claims made by a police force that has been a national embarrassment for a decade.
7	Implement it
8	Do not allow this to happen
9	There needs to be controls and oversight of who is allowed to access the data and for what reasons. No officer should be allowed free access to the data. The public should not be allowed access to the data without court allowed access to specific parts. Officers should not be allowed to search outside of cases that they are working on. Officers should be registered and tracked as to which data they access and for what reason.
10	Did drivers in Seattle agree to give up their privacy and control over their data in order to use city streets? Does this surrender of data not usually come with a user agreement, some indication that people know and understand their data is being collected? This technology has already been used in Seattle for a few years now, and I wasn't aware my location data was being collected!
11	The cost of adding this to all patrol vehicles, and the lack of benefit provided. Money could be better spent elsewhere.
12	Weigh the degradation of our privacy and how the technology will/can be abused
13	It's a disgusting use of funds.
14	Start working for the public interest
15	Consider that you might not want to provide an agency that already abuses your constituents with more power and information that can be used in abusive ways. Consider what would truly be gained by this move. Consider what will allow you to sleep at night.
16	Consider the creep in police availability to track individuals who are innocent of crimes. Consider that we are innocent until proven guilty and should have the right to move freely without tracking. How could this be used against POC especially when SPD has historically harassed and arrested marginal groups.
17	

18	Consider what the money spent on this could be used for other, proven programs that actually help people and prevent crime.
19	Although there are many hypothetical scenarios that paint this technology as a silver bullet to save lives, I implore decision-makers to look behind the hypotheticals and question the performance of the currently implemented system through hard numbers today.
20	The current failures, consent decrees and issues that exist within SPD should not give you the rationale or confidence that the SPD will not abuse this technology as they have other items. The potential benefits do not even come close to the risks of the usage of this technology and the city wide implementation of it. Why are they so focused on gathering this information? What use is it? Surveillance of the public at large with no rationale for it is the start of further erosion of civil rights and the allocation of additional power to the SPD that they do not need nor have the proven they have the ethical, moral or human kindness abilities to be entrusted.
21	The Seattle Police Department has demonstrated not mere obstinance but open hostility to both Seattle residents and the rule of law. They violated chemical weapons moratoria handed down by the mayor and council, celebrated killing unarmed nonviolent citizens, incited panic by lying to the public, sprayed council members with chemical irritants, and refused to answer questions regarding abandonment of the precinct. Policies clearly cannot deter them from abuse. Robust automatic purging should be required for any new surveillance deployment.
22	The privacy of its populace, the possibility of their own data being leaked, the prior history of the SPD in failing to safeguard similar information. e.g. this case from 2018 in which an SPD officer stalked his ex girlfriend via a similar database <a href="https://www.heraldnet.com/news/investigation-seattle-cop-used-police-database-to-stalk-ex-girlfriend/">https://www.heraldnet.com/news/investigation-seattle-cop-used-police-database-to-stalk-ex-girlfriend/</a>
23	DO NOT USE
24	Stop assuming that the police will gather information on unfaithful spouses, people going to medical appointments, and other irrelevant stuff. The technology is needed to catch bad people doing bad stuff. If you do not retain ALPR for the 90 day period then you should not bother paying a vendor for the ALPR at all. The ACLU is no longer a relevant organization that protects peoples civil rights. They hate the cops and will do anything within their power to remove any relevant technology that assists them in their job.
25	
26	The invasion of privacy of the people of Seattle & all who visit. It might be better to spend more efforts tracking the explosion of crime that happens on foot here.
27	Consider the consequences of the abuse of such a system. The working poor who drive to work at night or are delivery drivers in high crime areas being tracked and profiled. I would like you to consider how it's fair to track our movements then keep the data fire so long with no cause. The privacy of a law abiding citizen like myself is in danger. Everyday I'm seeing people drive erratically, speeding through the bus lane, passing in the center lane (through intersections) while i sit there following the rules and watch nothing being done. I see dozens of unregistered cars on the road every day. What about insurance, does this system tie in to insurance verification?
29	Maybe for once having a backbone and not cowering to police interests and business interests over the rights of regular people.
30	
31	How can it be used most efficiently
32	Any SPD officers with credible allegations of harassment or domestic violence should be removed before anything like this should be considered.
33	Consider that government was never meant to be able to peer into every aspect of our lives when nobody ever asked for big brother looking up everyone's skirt without even asking us out to dinner first.
34	Consider literally anything else
35	This should be illegal.
36	What will help the police make our city crime free.
37	it's this, or make it safe to park your car on surface streets in Ballard. (right?? fucking Ballard, they stole my car in BALLARD)
38	That this technology is unnecessary, costly, and dangerously intrusive.
39	Consider a citizens constitutional rights. Otherwise, this will get bigger than the counsel.

40	If City leadership would feel comfortable with all of their movements being tracked, and potentially compiled.
41	Consider eliminating use of this technology by police instead of expanding it.
42	Please do not use this tech against us - Police have proved time and again that they need to earn our trust - this is not a step in that direction.
43	Seattle should not be a surveillance state. This is the garbage that countries like China do invade into people's personal lives.
44	License plates exist as a public safety mechanism for law enforcement and other authorized parties to verify ownership and registration of vehicles and enforce road safety laws and regulations. They are not and were never intended to be a mass surveillance tool.
45	The rights of private citizens
46	False information. Terrorizing citizens.
47	That SPD lied to us about the East Precinct.
48	Consider the public's rights to privacy and their safety from the police.
49	City leadership is ineffective and not the appropriate decision maker. This effort must be lead by law enforcement, along with an politically independent organization, to evaluate data associated with the use and misuse of this technology, address concerns, implement guardrails, then implement state-wide with the ability to communicate between state law enforcement agencies.
50	If SPD is insisting this technology is crucial for doing their job (which I'm dubious about), then please require them to clear all "non-hit" data after 1 hour -- as many other cities who use this technology do.
51	Don't do it. Don't waste the money.
52	The untrustworthiness of the SPD
53	What is the case for expanding the use of this technology? The rate of stolen cars getting recovered is already extremely high.
54	Put it in every patrol car and at fixed locations all over the city.
55	Why consider it at all?
56	Consider the 99%+ of city residents who are not involved in an investigation and may be tracked by anyone who queries the database of retained license plates. There are innumerable ways for this to be misused and almost no utility by SPD's own data.
57	We should also consider the costs. SPD's clearance record is abysmal and it's probably not because they lack this particular technology given that most crimes are never associated with a particular vehicle with a known license plate.
58	acab
59	The potential for city government creating a right wing police state and future lawsuits.
60	Whether they want any member of the the public to be able to track their comings and goings on a continual basis
61	It is important to look at the possible repercussions and weigh that against the public good. In this case the benefit to the public far outweighs potential harm.
62	The above, and that turning our city into a surveillance machine under the purview of police officers with an awful track record is just blatantly a bad idea. If one of the members of city leadership had a falling out with a cop or pushed policy that was anti-police expansion, would they really want 3 months of tracked license plate data at those cops fingertips? I would hope they can see the risk involved through this anecdote.
63	Value citizens privacy
64	Crime and the perception of crime is up and is bad for the city.
65	Privacy
66	Consider residents' privacy.
67	That it is unconstitutional
68	How many women die from domestic violence annually. This publicly available information will escalate cases from mere harassment when abusers only have contact info, to assault and death when abusers can learn where their victims are physically located as part of their daily life habits. Most people go to the same locations for work, worship and basic errands.
69	Beyond having it on police vehicles, maybe have cameras set in high traffic areas or areas of concern to ping when known plates show up in the area.
70	If you do approve this technology, please push back on department leadership who say that 90 days is an appropriate retention period for this type of data. If it is collected, it should absolutely not be stored for that long.

71	1. Whether the marginal benefits of this technology outweigh severe privacy infringements and potential for misuse. 2. Time period allowed for retention of this information. 3. Limiting the scope of which department vehicles can use this information, if any. 4. Who can access this information. 5. Recordkeeping of access logs showing who within the police department is accessing this information and when.
72	The rights of the citizens, the real consequences of this technology, our right to privacy, the expansion of the surveillance state, the ways this people vulnerable to abuse, stalking, and other crimes by allowing personal data to be shared to literally anyone.
73	Other jurisdictions strict standards for data retention and to make sure there are publicly visible checks/balances/reports for those who want to access the data.
74	I want the city to see how spending public dollars on things like this for police is a huge waste of resources that could be spend solving root issues. Also, I want the city to value citizen privacy and security. The police already have enough ability to surveil and track citizens.
75	Please consider the likely harm by police and further distrust of SPD by the public.
76	The impact to communities that are already over-policed
77	Studies of ALPR data show just 1% to 2% of license plates captured are either on a hot list or associated with any crime at all. Therefore, there is not a strong data case to be made for expansion of the program without a firm framework for public safety, limiting how data is accessed and shared, and reasonable data retention limits.
78	Consider in particular the use of this technology in elections. With only a license plate number, any political opponent would be able to track your movements across a 3 month period. Consider also that this dramatically expands the already considerable political power of the police and police officers guild.
79	Please read what I said in question 1.
80	The police department spends a tiny fraction of its time investigating major crimes. They will not do more just because they have more surveillance - this surveillance information will be misused, and it isn't worth the cost, the harm, or the injustice it will inevitably spawn.
81	Why does the police budget need to be so gigantic?
82	Have the police demonstrated quite clearly that they consider themselves to be above the law. They have also demonstrated clearly that they do not have any interest in reducing crime or even lifting a finger to do anything to help the victims of crime, for example by recovering stolen goods. This behavior has been rewarded with constant budget increases and now an expanded surveillance state.
83	Consider all the abuse vectors for people with access to this technology, whether through internal access or the freedom of information act. Consider immediately and automatically discarding any data not known to be associated with crimes. Even if that makes it slightly worse at detecting crimes that the police become aware of after the detection has happened, it makes it a lot more immune to abuse.
84	Look at their past behavior and whether they seem to show respect for the civil liberties of Seattle citizens.
85	Consider the impact on privacy and the way that other jurisdictions manage this data. Cars not involved in a crime should have the data either not captured at all or purged quickly from the system.
86	
87	
88	Think about how easy it would be for anyone to simply request that data and have a map of your movements. If you don't want that personally, then you have no business deciding that for anyone else.
89	
90	Privacy, violation of the Constitution, misuse by police.
91	The city leadership should bane the technology.
92	Privacy. Ethical problems (already exhibited and hard to stop). Who has access and how it can be used to harm. It says it would be public information, hackers will use this! Scammers will use this!
93	To not force your citizens into suck a predicament
94	Consider how this money could be used to help the community at large instead of using this for surveillance of citizens which leads to abuse of power.
95	People's comments, thoughts, and warnings.
96	The police department is meant to be a public service. SPD has shown again and again that they have no interest in serving the public. City leadership MUST hold them to task. Consider putting funds toward community services that are proven to reduce crime, rather than reckless technology that gives SPD further opportunity to deprive citizens of basic rights.

97	Do not store the data, the technology can be programmed to delete the data quickly.
98	Do not implement this technology.
99	This will make things even more dangerous for victims of abuse and dv!!
100	
101	If City decides the apparent benefits outweigh the massive, consistent invasion of privacy of every Seattle driver, they should at least limit the data retention period to 48 hours or less. If SPD cannot make use of the data in that amount of time, maybe they can spend less time harassing and killing innocent civilians.
102	Please look into existing complaints to OPA regarding misuse of this and related technology by SPD as well as cases of misuse nationwide. Please consider how this technology might be misused to directly put people in danger.
103	Think about doxing and how public info gets misused! It seems like a bad idea.
104	Safety, health, and welfare of the public. City leadership needs to hold paramount the safety, health, and welfare of the public. Every poor vehicle driver needs to be taken out of the drivers seat and use transit/bike/walk. Poor drivers need to understand how their actions impact others. City leaders need to refrain from coddling poor drivers.
105	Stop throwing money at the SPD.
106	The policing alternative this money could pay for instead of police state tech toys.
107	Approve for increased safety.
108	Citizen privacy, SPD's heinous record of corruption, decrease in trust of law enforcement.
109	Erase it within 48 hours unless linked to an ongoing investigation
110	Privacy rights, budgetary costs, less invasive alternatives
111	Technology is not neutral. It can and has been used inappropriately. Once it is in place and precedent is set, harm has been enabled, and it is very difficult to undo.
112	
113	Pray to a loving caring wise humorous beautiful joyous higher power for guidance in this decision. Your soul is at stake. Stay awake!
114	I would want them to simply not consider it at all
115	Do. Not. Do. This.
116	Consider how a malicious actor (within or without the SPD) might be able to track and follow an individual without their knowledge. Now consider how many thousands of individuals could be tracked in the same way with no tangible benefit.
117	Also, how expensive is this going to be? The city has a massive budget problem right now; how is equipping the SPD with more expensive technology going to help this? They just got the "ShotSpotter" thing for 1.5 million dollars. Maybe use that new toy for a while first?
118	Costs, Resources, Success Rates, Personal Privacy and Human Rights
119	All of the above. There have been at least three reported incidents of police using this database for personal purposes. Any vehicle data collected on innocent civilians who are not involved in any criminal activity should not be recorded or stored.
120	unless the data retention time can be dramatically reduced from 90 days (less than 24 hours?), the technology should not be expanded to every police vehicle
121	I want them to consider NOT expanding this technology and to do away with it entirely.
122	Not Doing It At All.
123	Would a City employee consent to having their vehicle's whereabouts tracked, by any member of the public, with no opportunity to opt out? Would a police officer be in favor of any person being able to track their personal vehicle use? If not, this program should not be expanded and should, instead, be curtailed.
124	Please approve this request ONLY if paired with legally binding requirements that prevent the creation of a surveillance database. And include an audit by a third party to verify our privacy.
125	How many arrests can they make and will they actually get criminals off the streets.
126	The waste of money from a cost effective standpoint. The departments are already throwing money away on other pieces of technology, like the shot spotter and the lawsuits from officers abusing their power. The safety of largely women is also heightened when their movements can be tracked by abusive partners and other people in their lives.

127	Is this the right “solution” to your defined problem? What does precedent tell you about the misuse of this kind of collected data? About breaches?
128	
129	Reach of current SPD ALPR devices is already very broad. During 1 week in 2021, 9 active SPD ALPR devices logged nearly 100,000 reads, including outside Seattle city limits, according to analysis by University of Washington Center for Human Rights researchers: <a href="https://uwchr.github.io/spd-alpr/">https://uwchr.github.io/spd-alpr/</a>
130	stop wasting money on surveillance tech
131	Please be mindful of the rapid pace of AI and how unreliable it is.
132	Curtail this data use to be purged within 48 hours or less.
133	The disproportionate effect that incarceration has on vulnerable communities
134	Fund other things like social services to make our streets and communities safer! Like the library, parks department or DESC!
135	This is not a hard technology problem. If the SPD cannot provide the same guarantees and timeframes that other jurisdictions can provide, that's not an excuse to approve this request. Rather, it's further evidence that the SPD's data control and management systems as so antiquated as to be evidence that abusing this data isn't a risk--it's a guarantee and only a matter of time.
136	I would like them to consider that crime in our city is constantly going up, we don't have enough police officers on the force, and can't hire/train them fast enough. I think if this would help take folks committing crimes off the public streets, I'm for it.
137	Do not underestimate the risk of leaks or improper access; computer systems are not impregnable.
138	Do not use it at all
139	
140	The citizens (disproportionally black and brown) victimized by ongoing crime.
141	This does not prevent crime in any way. Transfer the money to community initiatives to house and feed our cities most vulnerable, which has been shown to prevent crime.
142	Consider eliminating this altogether.
143	Do not adopt a policy that violate people's right to privacy as provided under the US Constitution.
144	Please consider all the better uses for this money, investments in the community that would actually increase public safety.
145	I request that the City reject the expansion of the use of this technology.
146	please listen to community. we care about our own safety and this will NOT help.
147	The City leadership should take privacy concerns extremely seriously.
148	How many criminals can you lock up?
149	
150	Don't buy it. Invest in the community instead.
151	if the City is going to install technology to scan plates, they must also scan speed and stop people who are going more then 5 over the 25mph speed limit. Cars are killing people walking.
152	SPD has other emergent issues at the present time, and new technology, procedures, staffing and other intangibles should not be introduced that could create further issues within the department.
153	Do we really want to give SPD more toys or more power? Police solutions are rarely good solutions. Decrease the police budget, increase social services. It's that simple.
154	Privacy/bias/database abuse
155	
156	Personal privacy, and the ease with which the technology can be used by abusers.
157	I would want leadership to examine carefully whether capturing reams of potentially private data is worth the benefit, and to provide strict, enforceable guard rails to prevent data dissemination. I would like data to be held as briefly as possible, if at all.
158	Who this will affect and how it empowers police to continue abusing its power
159	Is this technology addressing the root causes of harm in our community (housing unaffordability and insecurity, redlining and disinvestment in neighborhoods on the basis of race, lack of health and income supports)? Are there ways to improve health and reduce harm that do not rely on surveillance and policing that the city could fund instead?

160	Please consider our human, and humane, rights of privacy.
161	The impacts of who had access to this data and the many ways it can be misused
162	Please see #1
163	Please consider the privacy and autonomy of the citizens of this city. This type of policing is not ok.
164	Openly asking community members and giving information sessions, looking for real ways to connect with the community to increase public safety instead of trying to sneakily monitor people; pick better officers who are willing to work with people where they are and able to listen and work in a harm reduction model instead of an escalation and surveillance model, go out in the community and actually connect with people and do active patrols to be visible; ask SPD leadership at the precincts to instruct their staff to respond to calls and actually connect with the community and listen to their needs - currently response times are terrible, there is already a staffing crisis In SPD, and much too often there is no actual response for many hours because it seems that officers refuse to leave the precinct. Better accountability measures for officers that are not punishment based and look to train and correct behaviors to improve police community relations. There are many more important and needed things SPD can and should do to serve the community expanding monitoring, or teams like CRG that have no real value to the community does nothing to address the goals SPD outlined for this proposal , bring back community police teams localized in each neighborhood
165	As suggested above, I would strongly urge city leaders to consider that the use of this technology cannot be promised or predicted upfront. Once the information is available to police, new uses or abuses will be discovered and leveraged.
166	There is a very real danger to victims of abuse and stalking in keeping a registry of license plate locations. This danger only increases when you realize how commonly police are those perpetrators of abuse. Further, this technology undermines basic privacy and the ability of people to feel safe going about their lives. I, personally, would not feel safe visiting local queer support centers if I knew the government is building a profile about where I go. I can only imagine how much terrifying it is for others-- those who would not want to be on a registry for visiting abortion-giving clinics, or places of worship.
167	Leadership should think about the harm this can cause individuals going about their daily lives in Seattle. Especially those experienced domestic violence where people can look them up with a public records request. And with the disproportionate domestic violence perpetrated by police officers, this is also cause for concern with their access to this. Beyond this, increasing this technology will be hugely expensive and the city has more important things to fund that actually meet people's needs.
168	Purge the data much quicker than 90 days. 1 day is sufficient. Plus housing all that data is going to be expensive for 90 days.
169	The City Council and Mayor needs to consider their constituents privacy and the fact that the technology will also cause harm to innocent people
170	
171	I want City leadership to, at minimum, avoid technologies that would enable routine surveillance of individuals not under investigation/not under a warrant. This is a huge overstep.
172	Consider voting against this and all other surveillance technologies in public spaces funded by taxes, which includes roadways.
173	Find a better use of our hard earned tax dollars.
174	Civilian oversight into how civilian data are stored, protected, accessed, and expeditiously purged.
175	Consider how increasing the surveillance on citizens and the tracking of their movement limits their rights to privacy, and the INCREDIBLE number of ways this technology can be abused. Given the inefficacy of police in preventing or helping resolve any crime, why would additional technology to help them track and surveil more be beneficial to the public?
176	This technology is unnecessary, if you must expand money we spend on policing, an already bloated area of the city budget that sees zero returns on investment for public health and safety, please ensure that restriction is placed on the data this technology creates to limit unnecessary tracking of civilians. There are consequences to using this technology, expanding the constant surveillance and tracking innocent people throughout their lives with zero technological mitigations on that surveillance is an unacceptable consequence that should deter the technology from being used at all. We cannot create a jail cell for every citizen to live in just so that we may not worry about 'crime', consider the humanity of everyone in the City and the desire of every human being for freedom from being constantly watched. Do NOT allow data from non-hits be kept for any longer than an hour, there is no excuse, the department cannot be so inept that it cannot identify a "significant image" within that time-frame.

	Recognize the opportunities for abuse of this data and put controls in place to ensure that it is not abused. The 177 existing ALPR data has already been abused by SPD officers for harassing ex-lovers and ex-lovers new relationships. This is unacceptable and there must be guardrails against this kind of abuse.
178	I would like them to consider who will benefit from increased surveillance.
179	
180	Like all data-gathering technology, it's very useful and also very easy to misuse. Any expansion of the use of this technology MUST be accompanied by an extensive set of guardrails around its use: how long is the data available; who can access it; when can they access it; what kind of evidence request do they have to make to access it.
181	Digital privacy rights being violated by the blanket use of this tech
182	A thorough risk-benefit analysis must be done for such a sweeping change. The expansion of this technology cannot be approved until strict and mandatory audits and regulations are in place. Require that SPD explain in great detail why non-hit license plate images must be kept for months, while other jurisdictions purge them almost immediately. SPD should be made to PROVE that the benefits outweigh the risks - it cannot be assumed. SPD has already proven that even officers within their own ranks have used this technology improperly and for criminal stalking. Thus, they cannot be trusted to make promises about the utility of this technology without data to back them up.
183	The City should first set up appropriate systems and safeguards so that it can handle these data appropriately before seeking to expand the system. To do this the City first needs to learn from other states like NH and set up a system that can quickly identify data relevant to crimes and purge the rest. There should be an additional safeguard that the data of any innocent citizens should not become a public record.
184	Rather than funding efforts to 'catch more criminals' at the cost of 'pesky civil liberty' please try to focus on changes worthy of upholding.
185	Put a premium on privacy, and let the data lead us to the most effective tools. Generally solid investigations and building trust and relationships in communities. That starts with addressing the culture problems in our police force.
186	Does it feel "safer" having your personal information secretly scanned without your knowledge and put into a police/publicly available database when you were going to the grocery store or on the way to your house or just passing through? No, this does not improve public safety.
187	Consider how data is weaponized in our modern world.
188	The council rejected amendments to add money to our city foodbanks this year. Income disparity and food insecurity are major problems the city is facing - and even a small amount of money can make a huge difference when it comes to food security. Spending money surveilling Seattle citizens should not be council's priority.
189	These steps toward techno-solutionism in our public institutions cannot be taken without the expressed consent and overwhelming support of the people whose data, privacy, and lives are at risk. The constant pushing of the needle towards increased collection and maintenance of detailed information about multiple aspects of our lives as the price to pay for participation in public spaces has already gone too far, and this will only take us further in the direction of fear, surveillance, and corruption.
190	This will not help prevent any violent crime but will be used by nefarious users to stalk intimidate and harass constituents
191	Please consider the safety of people experiencing domestic violence, people trying to escape trafficking, people seeking access to services such as abortions, and people who are being stalked, to name just a few situations in which access to tracking information could pose severe-- even deadly-- risk to the people in them. This includes civilians who have no personal relationships to SPD officers, but who may have people in their lives who would use access to this information to hurt them, and it also absolutely includes people who have personal relationships to SPD officers-- multiple SPD officers have already used ALPR technology to stalk people in their personal lives and NO ONE (SPD or civilian) should be able to access such sensitive information.
192	Is sacrificing the freedoms of privacy and laying the ground work for mass surveillance of the public worth a possible small change in road crime?
193	Look at other states that quickly discard the surveillance information..
194	As we are paying for the love of tech and damning efficacy, community involvement in implementing and a MOU of this surveillance program and local tech TB purchased/ considered from local vendor. Lastly no bevy of paid consultants to monitor, disseminate or staff this misadventure.

195	A large majority of the non-white community in Seattle already has difficulty trusting the city council, and even less so the SPD, which again, has repeatedly shown bias against particularly Black, Native, and Hispanic communities for several decades. Adding a way to track vehicles is dystopian and would erode that trust further.
196	Consider the killing of Manuel Ellis. Consider all the misuses of power of SPD. Consider their handling of the 2020 protests. Consider the ways that police have tracked and killed activists, innocent women, and even just those they have political or personal grudges against. Consider all the fucking ways this technology could be abused and for so little potential value.
197	City leadership should consider the wants of the residents of Seattle. This level of surveillance, available to both SPD and the general public, is outrageous and dangerous. This is again an attempt to justify the increase in spending for SPD without producing anything of value for Seattle residents.
198	The use of this technology should be not be expanded, rather it should be curtailed or eliminated. The system should not retain any data related to non-hits for a period longer than three minutes. If the system can't meet this requirement it should be scrapped, and only replaced by one that can and does.
199	The certain impact on people's privacy. The liability of having to safeguard this information once collected. The potential damages the public can claim if this information is abused or exposed to adversaries.
200	Consider the costs - both financial and erosion of civil liberties - that expanding this camera program represents. SPD shouldn't be wasting their time and resources with a system that can't automate looking through massive numbers of images and being able to quickly determine whether they need to be retained or not. It is unacceptable that these images be kept for up to 90 days and that they can be accessed both by law enforcement and members of the public via public disclosure.
202	Have the database that people's identification information stored in emptied much more often than the current 90 day mark. SPD stores this information for already much longer than many other departments around the country. Record who has access to the database. If the OIG doesn't know which officers can access this database and there are reports showing that current police officers have accessed information on an ex's new partner, or information on a domestic violence situation and then revealed that to a party involved, there needs to be a way to hold those people accountable. That this is not already a policy or practice is irresponsible and shocking.
203	
204	Privacy laws and the collection of data about citizens who have not committed any crimes
205	SPD's case closure rate has continued to decline despite increases in budget and new technologies. This is a waste of money that could be put towards solving root causes of crime, rather than give SPD officers a way to track any citizen they please.
206	Consider that this is taking rights away from good hard-working Americans Freedom that we are entitled to privacy is being stripped from us and this is absolute violation
207	The fact that police always lie and are never held accountable. Providing them yet another source of data to surveil the population for no gain should not fly.
208	Putting the privacy of people over what SPD wants for surveilling people
209	Don't adopt it
210	
211	That we don't want more money going toward police or policing
212	This is police overreach that invades people's privacy.
213	To not do it
214	SPD do not need more technology with which to further abuse our trust. This is a notoriously corrupt police force. OPA has received an average of 1,200 allegations of police misconduct over the last few years. There are numerous examples of SPD inappropriately accessing data: for example, in 2021, a police officer used his access to databases to track his ex's new boyfriend.  Now they want more surveillance tools?

215	the fact that this will very likely reduce the public’s trust in police and I am very certain that bad actors, in SPD, city government, and private individuals will use this info to harass people they don’t like or have political differences with. Think about how this could affect folks escaping DV, to have this information publicly available could put them in harms way. 40% of law enforcement spouses report DV. Keep that in mind...
216	Do not further entrench your constituents in a hostile surveillance state.
217	To not move forward and spend the \$\$ elsewhere.
218	Consider alternatives that give to our community rather than increasing surveillance.
219	Consider the ease with which members of the public will be able to download the data and keep it forever.
220	Think on compromising your privacy.

**Question 6: Do you have additional comments/considerations that leadership should take into account when making a decision about this technology?**

ID	Do you have additional comments/considerations that leadership should take into account when making a decision about this technology?
1	Republican attorneys general have been seeking methods to extract information about their residents fleeing red states to blue states seeking reproductive or gender affirming care. City leadership should find a way to prevent this technology - especially the database - from helping to prosecute individuals who lawfully enter Washington state for these healthcare needs.
2	
3	
4	Shouldn't police do police work? Maybe have better ways to police than mass surveillance.
5	
6	
7	Implement it yesterday
8	
9	
10	NA
11	
12	
13	
14	
15	
16	Absolutely do not do this.
17	
18	
19	
20	Trust is earned, not given and the SPD have not earned the trust needed for this type of request. They need to work through the existing problems and remediate them before they can be given any additional abilities.
21	The City spent approximately one third of its total budget on SPD. It's well beyond time to stop throwing money away by buying them every shiny toy they want.
22	
23	Don't expand this don't use it
24	No
25	
26	Please show respect for the obvious, blatant, invasion of privacy of this is & ultimately how innocent people may be victims of this data.
27	The SPD has abused this system in the past. The ALPR system will allow for abuse of power that is arguably goes against the 4th Amendment of US Constitution.

28	
29	This is all so creepy. How are you even having this conversation?!
30	
31	No
32	SPD continues to employ officers convicted of crimes and who have committed gross misconduct. Until we can get to a point where SPD is not employing individuals who have demonstrated a lack of willingness to comply with the law and SPD policy, leadership should not allow the authorization of any technologies that could be abused. The department also needs to implement better systems to prevent technology it already uses from continuing to be abused.
33	Stop this insanity. Only you can prevent forest fires.
34	This is a terrible idea
35	
36	
37	
38	Seattle has been a leader of police reform since 2020. There is no need to expand police powers and set back years of work.
39	Don't vote for it. Otherwise, this will be a stain on your record.
40	
41	
42	
43	
44	
45	You don't rule us
46	Technology is a cheap choice. Not in terms of money but in terms of care for our community. Not everything can be fixed with tech regardless of who's selling it.
47	
48	
49	Communicate with insurance providers to seek input, and possible technology funding, relative on the tangential benefit to that industry.
50	
51	
52	The untrustworthiness of the SPD
53	
54	
55	
56	
57	
58	acab
59	Do you want your private vehicle and personal location tracked by police?
60	Please oppose any measures that increase broad spectrum surveillance.
61	
62	
63	
64	Enforcing rules is how you maintain a civic society
65	
66	
67	Don't do it.
68	With budget cuts looming and the police already having a disproportionate amount of that budget, this is a poor use of that money. The citizens of Seattle marched for George Floyd for days to protect against police overreach. This would give cops more power in direct opposition to the will of the average Seattleite.
69	
70	
71	
72	why does SPD need 90 days of data when plenty of other jurisdictions delete this data so quickly?? does SPD just suck at their job?

73	
74	
75	No to this and no to shot spotter.
76	
77	
78	Consider also the security and cost of storing this data. Data storage isn't free and the security is never perfect. What are the infrastructure costs of storing this much data (again, data that has no investigative benefit and a massive amount of liability)? What would the fallout be if this system were hacked or the data leaked? Data in storage is vulnerable data. The longer data is held in storage the longer it is vulnerable.
79	Please read all of the text that I submitted in question 1.
80	
81	Police have always used their tools to oppress people and engage in campaigns of systematic harassment of anyone who criticizes them.
82	I know it is hard for you, but please consider that the police are over-funded and the rest of the city is woefully under-funded.
83	
84	
85	We should be concerned NOT ONLY with how the police could use this data (which should be a concern), but also with how the public can use this data.
86	
87	
88	
89	
90	Cops and the mayor love new, untested, expensive cop toys like the shotspotter and this proposed garbage. Stop it!
91	The city leadership should listen to the will of the people, or be ousted from government by them.
92	Yes, we don't know who will have access to this data and what harm it can do. Not every police officer is trustworthy with such information. There are already proven abuses from this kind of close information.
93	To listen to the community
94	I will be actively campaigning against this
95	yes, have they done any research themselves on ALPR?
96	
97	
98	
99	This will make things even more dangerous for victims of abuse and dv!!
100	
101	
102	
103	
104	Expand ALPR. Red lights. Speeding. It is within the city's power to make our city safe for everyone, to attain vision zero goals if leaders expand this technology to "drive" every poor driver from the streets of Seattle.
105	
106	
107	
108	
109	
110	Stop spying on people!
111	
112	
113	
114	
115	How are you going to ensure this will not be used to discriminate against marginalized folks? Especially when it's in the hands of SPD who have a LONG history of discrimination.
116	

117	
118	Read the reports. Review the literature. Know the facts.
119	Will there be a means for vehicle drivers and owners to opt out of this database? What is the argument for making this database publicly available to the public and worldwide (assuming it is made available on the Internet), versus keeping it for use only by law enforcement? What safety measures are in place to ensure law enforcement personnel or would-be abusers are using this database in a sanctioned manner, with permanent logging of all usage? Will all use of the database be recorded, such that if someone is raped, attacked, killed, etc., by a criminal who used the database to locate their target, then the criminal's IP address and own database usage can be used to identify and locate them?
120	public confidence in our police force is the issue
121	From an equity and a human rights standpoint, ALPR is a bad direction for our city to move in and does not add the value that proponents argue for.
122	"Law Enforcement" has a tendency to you know ask for things that are Against the best interest of citizens while talking about homicides, robbery, kidnapping and pearl clutching about The Children.  This is precicely the same formula.
123	
124	I support our police having tools to do their jobs. But only with well defined limits and third party audits. This technology comes with significant risks to the public good. Let's do it right. Flagging known plates is fine. Mass data collection is not.
125	No
126	Stop wasting money and focus on fixing your culture and training. No one can trust you when you have so many bad actors.
127	
128	
129	Under current data retention and public records policies, anyone could obtain up to 90 days of SPD's ALPR records and track the movements of specific license plates throughout the region. This presents significant privacy concerns.
130	
131	
132	Seattle barely is starting to trust cops again, this will not improve the situation
133	
134	Please stop this incessant need to spy on the community and instead look to invest into it!
135	
136	Think more about the lives this will save or crimes this will help solve, more than if we should use it. If we use it responsibly it is well worth the additional cost.
137	
138	
139	
140	
141	
142	Require deletion of non-matched data as soon as the matching process is complete.
143	
144	
145	
146	
147	
148	
149	
150	This technology will hurt not heal our communities.
151	
152	
153	Police don't need more tech. If anything, they should be on foot more making face to face interactions with people. We don't trust the police because they're an occupying force. We don't know them. They aren't from our neighborhoods.
154	

155	
156	Same.
157	None right now.
158	No
159	
160	
161	
162	For any retained data, assume that it can be obtained by those who will do the worst things with it. Facebook and google data provide great examples of how states with agendas can extract information via court requests and do things with that data that impact human rights.
163	
164	Try harder, instead of looking for the easiest route look internally to assess training and corrective procedures so that staff are better equipped to handle complicated calls. Connect with the community and be open about intent instead of trying to sneak in extra surveillance measures
165	
166	
167	
168	Consider budgetary overruns and impact for privacy.
169	
170	
171	Leadership should consider not just intended uses of data but also the potential for abuse and harm that exist if the data is not used as intended.
172	Overreach of power - capacity to track movements and retain info on people - high cost of this technology when there are other pressing needs/ social services that should be funded - the potential for abuse of this data by police - the potential for abuse of this data by other than police - I oppose increasing surveillance of people going about their day-to-day lives.
173	Listen to the public. Many of your policies fly in the face of the public good.
174	
175	
176	
177	
178	
179	
180	Is the benefit to the police department large enough to offset the cost to our privacy. Is the police department prepared to respond to the spike in DV calls when abusers have accessed their exes' travel logs using FOIA resources. Is the police department actually able to disregard looking at the patterns in traffic around big planned protests in order to protect the Constitutional right to privacy of citizens, or will they insist that reviewing that data is necessary for public safety.
181	
182	Any proposal that includes sharing data with other states or agencies outside of Seattle should be a non-starter. Any proposal to store non-hit images for 90 days should be a dealbreaker in terms of expanding this technology.
183	
184	
185	
186	The city desperately needs more extreme weather shelters for both increasingly cold winters and consistently smoke-ridden summers for the homeless population as well as people whose houses are not equipped for extreme weather. Extreme weather shelter expansion would be a much better use of these city funds and improve public safety far more than expanding automatic surveillance technologies which will actually diminish public safety.
187	
188	Please consider this technologies efficacy. If the technology were able to solve crime it would be worth while to consider. But given that 0.2 percent of plate scans are linked to criminal activity and the number of concerns this tech brings and potential abuses, please weigh carefully benefits and risk as well as consider how this \$ could be better spent. If we are concerned about car theft - our tax payor dollars would be much better spent on lighting and environmental improvements that have been shown to reduce crime. This would produce a

	greater benefit to the public in terms of public safety without any concerns for the privacy of law-abiding citizens.
189	
190	Those in witness protection or in refugee status or otherwise at risk of stalking or surveillance should not be able to be documented at locations that are then accessible through FOIA, public records requests and through as large of a network as the Spd
191	
192	see Edward Snowden
193	
194	See above
195	You have the power to make this community better and safer; allowing a uniformed police force to track cars at their own discretion leaves an unacceptable risk of targeting non-white communities. Please consider spending whatever funding this takes on something that tangibly helps the community at large.
196	
197	
198	When this information is collected it becomes subject to abuse by both authorized and unauthorized parties. We cannot effectively prevent this access, or abuse, therefore we should not collect the data.
199	
200	SPD has not demonstrated it's a good steward of license plate data, so it should not be permitted to retain data. Other police departments accomplish their goals without the need to retain this data, so SPD should be able to operate without retaining license plate data.
201	
202	Is the technology actually useful? Technology like this is always touted as something amazing that will revolutionize some part of something, but not only is it expensive, it's benefits are always way overstated. Is the expansion of the program really necessary? Or is it just something that a department wants to do?
203	
204	Protect privacy
205	
206	
207	
208	
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210	
211	Defund SPD and expand housing as fast as possible
212	
213	
214	
215	Fuck this technology. Fuck shotspotter. Fuck SPD. Fuck SPOG. When will you listen to the people of this city? We do NOT trust SPD or SPOG and never will. There needs to be a major overhaul in Seattle regarding "law enforcement". We should be a leading city when it comes to this, we should live up to our reputation. But instead we hide and cower and think state-sanctioned gangs will keep us safe. WE keep us safe.
216	
217	Privacy and time of when spd deletes the information. Should be able to follow other cities if this moves forward (which it should not).
218	
219	
220	Read 1984.

**Question 7: Do you have any additional comments or questions?**

ID	Do you have any additional comments or questions?
1	I think it's good that SPD is aggressively going after stolen property. I just don't want the database to come back to haunt us, so more policy control over that should be implemented prior to the expansion.
2	
3	
4	

5	
6	
7	Quit being a libtard
8	
9	Is this only to be installed on vehicles or will there be stationary roadside cameras as well? What are the equity implications for neighborhoods that have more police vehicle traffic than others?
10	I understand that the issue at hand is increasing the use of this technology, but my honest preference is that its use be discontinued entirely.
11	
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21	Council recently told Seattle teachers there was no money to pay them a living wage during a period of historic inflation. Why are we even considering spending millions on Orwellian programs in light of that?
22	
23	
24	No
25	
26	Do not allow this in good conscience. As I write this, there have been three violent crimes in my neighborhood, per Citizen. I would rather there be more effort actually taking care of our neighborhoods. On foot. In real life.
27	
28	
29	I'm sickened that this is even being discussed. We're tracked enough; why add to the already crushing demoralizing feeling of living in a world that monitors people's every breath?
30	
31	No
32	
33	For the people, by the people!
34	
35	
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39	n/a
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49	The issue is public safety in the global use of the term. While implementation and use of the proposed technology is re-active, it is an opportunity to prevent follow-on criminal activity, recover individuals and property, reduce road rage, etc. Law enforcement clearly understand the issue. Supporting data goes back decades. An independent agency along with the justice department, not city leadership, needs to be authorized to review all historical data (including abuses associated with the technology), communicate with others currently using similar systems,

	specifically define the desired outcome, assess implementation with appropriate guardrails, transparently communicate with the public - including annual or semi-annual reporting of outcomes of the use of the technology, any abuses and means to prevent further abuses, lessons learned.
50	
51	
52	no
53	
54	
55	
56	I wish the city council to know this will absolutely effect my vote in future elections. I will not vote for anyone who supports this technology.
57	
58	acab
59	Never increase police surveillance. Always protect citizen privacy.
60	
61	
62	
63	
64	
65	
66	
67	
68	People will be murdered as a direct result of this. Most of the murder victims will be women.
69	
70	
71	
72	
73	
74	
75	Defund the police. Fund human services.
76	
77	
78	
79	
80	
81	
82	it is terrifying that this proposal was allowed to advance this far.
83	
84	
85	
86	
87	
88	
89	
90	Don't give the cops anymore expensive toys to invade our privacy.
91	
92	I have concerns for undocumented immigrants with this system.
93	
94	None
95	
96	
97	

98
99 This will make things even more dangerous for victims of abuse and dv!!
100
101
102
103
104 Additional comments: Do not coddle poor drivers!
105
106
107
108
109
110
111
112
113
114
115 Please invest money in important systems! It is embarrassing that SPS is in such a funding defect and instead of supporting and uplifting the youth of Seattle, you are only creating things that will make it less welcoming for them.
116
117
118
119 What will keep anyone on the internet from downloading a copy of this database on a periodic basis, creating essentially a permanent record potentially spanning years of all vehicles' data that is recorded? How robust is the authentication system that may be used to protect the database from download?
120
121
122 Tell Them "Nyet Comrade".
123
124
125 Why aren't you arresting people for committing crimes?
126
127
128
129
130
131
132 This is police overreach and a response in the form of a ballot measure will likely follow if city leadership doesn't address this promptly
133
134 No, shame on the SPD for investing in this technology
135
136 Considering the past decision from the city council on police enforcement policies, I am hoping that they have learned their lessons and that public safety is one of the top issues right now in the city.
137
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147	
148	Everyday this week somebody is shooting in the CD - we are living in the middle of a gang war and it's just a matter of time before a stray bullet kills (another) person who isn't involved in the gang war.
149	
150	Why do you think this is a good idea?
151	
152	
153	No, this covers it. I have work to do and shouldn't even have to be doing this survey. It should be common sense that we need police that look a lot like they do in other developed countries.
154	
155	
156	
157	None right now.
158	Stop giving the police more resources and put them back into the community
159	
160	
161	
162	
163	
164	None
165	It makes me very proud of this city that I am able to submit my concerns for consideration. I thank city leaders for their time.
166	This is a terrible idea, don't waste our collective tax money on this.
167	
168	
169	Please vote NO on APLR
170	
171	
172	
173	I hope the results of this questionnaire are available via FOIA.
174	
175	
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180	When I'm out and about in public I may not have any reasonable expectation of privacy. However there's no need to make it easy for outside people to track me down. Since New Hampshire proved it's possible for this system to work when purging unneeded photos every 3 minutes, there's no possible reason for SPD to keep my pictures for 3 months.
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194	Just found out about this survey today, this is the concern about transparency and info access.
195	Yes: what of the six Seattle Police Department officers who were found to be on the National Mall during the January 6, 2021 riots in Washington, DC?
196	
197	
198	Do not expand this technology to any new vehicles. Do not retain any data related to non-hits for a period longer than 3 minutes. If that is not possible, do not collect and retain it at all. If it is to be collected it should only be retained the period minimally feasible, and in no wise for longer than an hour, otherwise just don't do it. At all. Period.
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211	Stop the sweeps, any problem caused by a person living in a tent or a car can be addressed without forcing them to move
212	
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214	
215	Don't pass this. This is gross and disgusting and scary. My communities do not have good relations with police and this will only worsen it. If you want to gain the respect and trust of Seattlites, please listen to us. Otherwise I imagine folks will continue to fight this and take it to the streets.
216	
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220	

## ALPR Public Comment received via Privacy Inbox



December 9, 2023

cc: Seattle IT / Privacy

Dear Seattle Council Members Juarez, Morales, Sawant, Mosqueda, Herbold, Nelson, Lewis, Peterson and Strauss;

WA People's Privacy is offering this letter to you all with deep concerns over the proposal to vastly expand the use of Automated License Plate Reading (ALPR) technology in Seattle across several city departments. We also want to acknowledge the timing of this letter: this is happening just after Seattle City Council members have approved the purchase of Sound Thinking (formerly named ShotSpotter) audio surveillance technology and integrated CCTV cameras, *and* after it passed a Ceasefire resolution. We are disappointed to see Seattle continuing to deepen and expand city-wide surveillance of residents and visitors rather than using those funds to secure the real and tangible safety of its most precarious residents, such as provisional housing and care for unhoused and housing-precarious people, increasing hunger and food security supports, and an expansion its emergency sheltering and resource provisioning capacity. We also urge City Council members to consider whether their positioning is performative or real when it comes to calling for a *decrease* in violence against citizens in other parts of the world, while pursuing *increased* violence against people at home in Seattle by expanding policing and surveillance powers. Surveillance isn't safety.<sup>1</sup> and if everyday violence in U.S. cities does not demonstrate this well enough for Council members, #Gaza is a solid and truly devastating example of the fallout of invasive surveillance and state control on fast-forward.

While it's clear that ALPRs appeal to police and cooperating agencies in that they provide broad and easily trackable data about any and every car's travels throughout the city, state, and nation; this technology poses acute and disproportionate threats to many communities, including immigrants, abortion and gender-affirming care seekers, and Black and Brown people and communities. But, ALPRs actually pose great risk to everyone's first and fourth amendment rights,<sup>2</sup> and thus all people's safety and security.

It's our understanding that SPD is looking to purchase and expand the use of AXON 3 ALPR cameras to its entire fleet and across departments. After review of the promotional content and videos for AXON products, it's clear that AXON interfaces with a suite of other surveillance technologies and platforms, including body cams and the import of ALPR data from other sources. AXON systems include interview recording technologies, surveillance cameras, now the use of AI for both face recognition and ALPR technologies, and more. Via AXON's software, ALPR data can be integrated with many other kinds of data. As long as inter-local agreements are in place, ALPR and other data can be easily shared across local, state and federal agencies with a few clicks in the software platform. Whether it's AXON or another company, ALPR providers have similar features in order to compete in the law enforcement tech marketplace, so the brand or company itself is less important than the overall functionality and harms of this tech in general.

ALPR technology does not operate in a vacuum. The data ALPRs collect can be stored, including in agency case files as evidence (once marked as evidence, much longer retention periods apply for any kind of data agencies collect), added to various lists –including "hot lists," and shared. With their focus on broadening and expanding their surveillance products and profits, **private companies often include**

<sup>1</sup><https://truthout.org/articles/surveillance-technologies-dont-create-safety-they-intensify-state-violence/>

<sup>2</sup> <https://www.independent.org/news/article.asp?id=14516>

"Community Addition" features. These enable additional parties, such as neighborhood surveillance groups, businesses/corporations and other third parties to offer up *their* ALPR or other surveillance data for import into the law enforcements' existing systems and integrate it with that data. Sometimes this additional data is sourced from from Lexis Nexis via other agencies,<sup>3</sup> Flock,<sup>4</sup> (See also ACLU's alert on Flock<sup>5</sup>) or other sources – such as Motorola's Vigilant Solutions.<sup>6</sup> *Community addition features, as well as the availability of all city ALPR data for 90 days via records requests, present many harms, and a what many legal scholars regard as a dangerous run-around of our fourth amendment rights.*

City Councils should thoroughly investigate the various integrations and cross-platforming of SPD's surveillance technologies, and the ways in which their data storage and sharing settings, including inter-local sharing agreements, may be dangerously invasive for Seattle residents and visitors alike. According to AXON's video describing feature updates in December 2023 and coming in March of 2024, AXON 3 ALPR cameras function up to a 75-foot distance, in all lighting conditions, and captures as many as 75 plates at once/per minute. AXON's server and cloud-based systems are set up to retain and share large amounts of data, with the ability to share/transmit 100,000 pieces of evidence to another agency in one "share" or transmission. The University of WA Center for Human Rights produced a detailed report last December on the dangers of ALPRs, specifically detailing the dangers to immigrants and abortion seekers Post-overtun of Roe v. Wade.<sup>7</sup> However, threats to the public are actually far more expansive. The end of that report offers specific recommendation to policy makers, which generally overlap with WA People's Privacy's recommendations to you here.

#### **Threat of harm to abortion and gender-affirming care seekers:**

In the wake of Roe's overturn in our 2023 session, our WA State Legislature enacted a shield law that *should* prevent WA State agencies from cooperating with law enforcement investigation requests to prosecute people for seeking abortion and gender-affirming care here, however; we have recent news that Oregon's similar shield law has already been worked around via location data obtained without the cooperation of Oregon agencies.<sup>8</sup> The more data collected on people, the less safe we are from this kind of tracking. As the recent Stranger article<sup>9</sup> aptly points out: with a planned retention period of 90 days, ALPR data from Seattle's systems would not only be accessible for periods long enough to allow ethics-compromised officers to help officers from out of state abuse that access, but also via public records requests. This means our shield law may *easily* be thwarted by out of state actors in collaboration with in state residents, none of whom need be law enforcement status in order to obtain the records and then offer them up to law enforcement in other states. There are plenty of extremely dangerous individuals and communities looking to harm abortion and gender-affirming care seekers, *this is not a hypothetical*.

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<sup>3</sup> <https://theintercept.com/2022/06/09/ice-lexisnexis-mass-surveillances/>

<sup>4</sup> <https://www.newsobserver.com/news/state/north-carolina/article281363348.html>

<sup>5</sup> [https://www.aclu.org/wp-content/uploads/publications/flock\\_1.pdf](https://www.aclu.org/wp-content/uploads/publications/flock_1.pdf)

<sup>6</sup> <https://www.brennancenter.org/our-work/research-reports/automatic-license-plate-readers-legal-status-and-policy-recommendations>

<sup>7</sup> <https://jsis.washington.edu/humanrights/2022/12/07/whos-watching-washington/>

<sup>8</sup> <https://www.theguardian.com/us-news/2023/nov/01/idaho-mother-son-kidnap-charges-abortion>

<sup>9</sup> <https://www.thestranger.com/cops/2023/12/05/79293457/seattle-police-department-pitches-dramatic-expansion-of-vehicle-surveillance>

**Threat of harm to immigrants:**

The risks of ALPRs to immigrants has been an ongoing discussion for years. As Georgetown's Immigration Law Journal explained clearly in a 2020 article: this data can and has been used to target immigrants.<sup>10</sup> Similar to shared above, the dangerous tracking and targeting of immigrants is not simply a threat by far-right and xenophobic LE agency actors, but also by hostile individuals and groups seeking to harm immigrants. In our current climate of increased threats of violence to Muslim, Jewish, and Sikh communities and individuals amid what UN officials have characterized as a textbook case of genocide in Gaza by Isreal; the threats to safety that this kind of data and its extended retention and availability to the public presents *cannot* be allowed to occur in Seattle, or in our State.

**Threat of harm to all people exercising our First Amendments rights to speech, public protest & assembly:**

As Seattle leadership and police are keenly aware, Seattle has a strong tradition of participatory democracy, public assemblies, and protest/demonstrations for or against particular issues. One of those issues has been policing. During the mass uprisings against police murders and violence, Seattle residents utilized their First Amendment rights to make strong statements not only to decry police violence in all its forms, but also to envision a city without invasive policing and mass surveillance. Seattle's also seen mass demonstrations around abortion rights, international trade policies and conventions, pro-peace / anti-war demonstrations, protests to sweeps, and even a recent interfaith coalition calling for a ceasefire in Gaza. Outfitting every squad car with ALPR cameras will exponentially increase risks to people exercising our rights to speech. Again, ALPR data does not exist in a vacuum. It can be integrated with body cam footage, and other camera footage in place of public egress, in addition to a web of private surveillance camera footage –all accessible to law enforcement. Not only can people offering up their dissent in a public place be tracked and targeted based on photographs, but now so can their cars, and then all of their subsequent travels.

ALPRs pose safety risks and threat of police retaliation to people exercising our rights to speech, particularly in a political environment that has become increasingly polarized and threatening to many people of marginalized identities and communities.

**Threat of harm to women, sexual assault and stalking survivors, and vulnerable/marginalized populations:**

Countless organizations have flagged ALPRs as not only objectively invasive of privacy, but as extremely dangerous to victims of stalking, harassment and intimidation. In a publication of the University of Michigan's Ford School of Science, Technology and Public Policy,<sup>11</sup> they flag these threats, and note that several cities have banned the use of ALPRs completely due to the increased threats of violence they open up for vulnerable people. Officers have misused databases for personal abuse,<sup>12</sup> and professional abuse has targeted people based on religion and race/ethnicity. While women make up the majority of cases of stalking, LGBTQ+ people are also at increased risk. This population includes people facing poverty and extreme precarity, in addition to sex workers, who often face extreme threats to their safety, including from law enforcement targeting, in addition to the many state harms due to the marginalization and

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<sup>11</sup> <https://stpp.fordschool.umich.edu/news/2023/automated-license-plate-readers-widely-used-subject-abuse>

<sup>12</sup> <https://www.kwch.com/2022/10/31/kechi-police-lieutenant-arrested-using-police-technology-stalk-wife/>

vulnerabilities they face. Bottom line, no one deserves to be stalked, assaulted or harassed, and we don't need to be employing tech and surveillance that further enable such violence.

**The risks of the use of ALPR technology far outweigh its benefits. If the City Council fails to regulate on this and allows for the expansion of this technology, which we hope it will not given all of the concerns listed above; WA People's Privacy suggests that the following steps be taken and legislated by the City Council to mitigate some of its harm.**

1. Delete all ALPR data collected – that is *not* a direct hit on a "hot list" in pursuit of an abducted person or a violent offense – within 48 hours.
2. Do not allow parked SPD vehicles to use ALPR functionality anywhere in the vicinity of a public assembly or protest. Require that ALPRs on any vehicle in the vicinity of a public assembly or demonstration be shut off or in sleep mode, and require regular audits after every public demonstration event that SPD vehicles have been in the vicinity of, or mobilized intentionally to, in order to ensure adherence with people's First and Fourth Amendment rights.
3. Ensure that policy and use agreements with the vendor are modified to ensure the privacy and protection of Seattle residents and visitors.
  - a. Review vendor data retention policies and ensure a negotiated contract with AXON that adheres to a 48-hour ALPR deletion policy from *their* data storage that is in line with Seattle's 48 hour deletion policy. Third parties are not beholden to rules governing SPD ALPR use, unless they are pro-actively negotiated and in writing.
  - b. Review AXON's policies on sharing data, and revise contract and policy language as needed to ensure that ALPR data cannot be shared by any other party except for it's collecting agency (no third party sharing or selling by AXON or its affiliates).
  - c. Review AXON's integration policies and ensure that ALPR data is not being used in a way that amplifies it's surveillance footprint, such as being used alongside face recognition, Flock or Sound Thinking (formerly ShotSpotter) Audio and CCTV Surveillance, without new and additional review of such by the Seattle Council and the public.
4. Call for an independent audit and review all integrations and inter-local sharing agreements that have access to or can be combined with ALPR data to ensure that SPD cannot and is not in violation of Shield Laws, whether willfully or unknowingly.

As Seattle navigates proposed uses of different technology in various ways, it is essential that our lawmakers center people's constitutional rights, and conduct diligent inquiry into the harms of new and expanded technologies. We urge our council members to resist rosy-sounding marketing spiels of companies looking to not only profit off of the invasion and violation of people's privacy, but to work with law enforcement to engineer a world in which every minute of people's lives is tracked, measured, searchable, and documented in data points that are endlessly shared/sold, and up for grabs by a network of agencies and corporations around the world. We cannot stress enough the broader implications of this kind of data surveillance to democratic governance, fair elections, and healthy participatory democracy.

Law enforcement will never advocate for *less* surveillance, nor *less* access to people's private lives. They never have. In fact, law enforcement departments and agencies will always advocate for *more* access, whether it's invasive and rights-violating or not. The private market is more than happy to meet those desires by pitching ever more invasive and harmful tech, and raking in the profits.

But, it is not the proper role of our lawmakers to be in league with law enforcement on that tendency. In fact, is not the job of lawmakers to make policing the public easy or privacy-violating at all. If anything, our legislators bear the opposite responsibility: that of upholding our constitution and the rights it affords, and attending to our human and civil rights *first* with each and every policy decision and law passed. Law enforcement and police are not entitled to define what safety is, nor how it is achieved. THAT is the purview of people and lawmakers.

Many of the technologies marketed to law enforcement agencies are first tested on occupied and vulnerable populations abroad before being marketed here in the U.S.<sup>13</sup> and it's vital that our lawmakers understand this. In a globalized economy, Seattle budget and surveillance decisions are very much connected to human rights and wars, global data flows and geo-politics.

**WA People's Privacy calls on the the Seattle City Council to work to roll back the use of surveillance tech in Seattle, not to increase it.**

While we were unavailable to engage with the Council in support of the community's recent call to stop the City's purchase of Sound Thinking with CCTV cameras (formerly ShotSpotter) this year; we are very concerned about the purchase and adoption of that tech. With our understanding of and expertise in data privacy issues, big data flows & commercial and law enforcement data surveillance, as well as the myriad of threats (local, state, national and global) to people's privacy, safety and security *and* our democracy that unchecked data surveillance currently creates, we would be remiss if we did not flag for the Council the compounding and intersecting harm that each additional form or surveillance tech adopted by the city creates for actual people.

An entirely unregulated industry is currently expanding and further deepening already-existent harms in tech with the integration of complex algorithmic software (AI). Similar to our note about what the new and updated AXON 3 ALPR Camera systems are capable of, the Council must be prepared to navigate proposed revisions/updates to all of its existing tech contracts that will pose much deeper privacy-invasive harms and threats. We can guarantee that these proposals will continue to come before the Council, and it would be wise to either pause them and ask for State and Federal regulatory action first, or allow civil and digital rights experts and people's advocates to assist Council members in bringing forward proactive law to mitigate these imminent harms in advance. Increased data surveillance combined with big-data-powered AI features will present increasing and deepening harms and threats to *all* of us, but will be disproportionately aimed at targeted individuals and groups, including immigrants, healthcare-seekers, LGBTQ+ people, Black and Brown people, and anyone exercising our rights to speech in public.

We urge to you to proceed with an *over*-abundance of caution, to disallow the deepening and expansion of surveillance at a time when the U.S. has yet to legislate to protect people's rights in the area of mass data surveillance, and is still considering such legislation.

On behalf of WA People's Privacy, thank you for your time and review of this letter, and thank you all for your work. Please reach out with any questions.

Very truly yours,

Maya Morales, founder  
WA People's Privacy

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<sup>13</sup> <https://foreignpolicy.com/2022/02/21/palestine-israel-ai-surveillance-tech-hebron-occupation-privacy/>

**Letter received via Privacy email inbox:**

Dear Seattle City Leadership,

Here is my public comment on the Material Updates to the proposed new SPD Automated License Plate Reader (ALPR) Fleet-Wide Surveillance Impact Report (SIR).

Over-arching Top Concern: Data Retention of Non-Hits

A journal article assessing 87 days of SPD ALPR data collected in late-2012/early-2013 via both Patrol & Parking Enforcement (aka PIPS & AutoVu) found that in total SPD's ALPR systems scanned over 1.7 million license plates but only 9,660 of those plates were on a hotlist (aka a "hit"), which is only 1.2% of all plates scanned [1]. This percentage is largely bolstered via the Parking Enforcement ALPR system scanning less plates and being more likely to return a hit which for this dataset includes any ALPR data retained because it is associated with an SPD case; and since parking enforcement is more likely to scan plates that they then issue a parking citation for (SPD Patrol does not issue parking citations) and because there are more parking violations occurring than there are felonies, this means Parking Enforcement will generally be expected to always have more hits. But SPD's overall fleet of vehicles contains more patrol cars than parking enforcement vehicles, so it makes more sense to focus on the Patrol (PIPS) data. Drilling down into that, we see that most of the overall plates scanned (1.5 million) was from Patrol but only 3,775 were hits or 0.25% [1]. **This means that over 99% of the plates scanned by SPD Patrol and having their timestamped geolocation details retained for 90 days were just innocent people going about their day.**

According to the US Census, Seattle had a population of 608,660 people in 2010 and 737,015 in 2020 [2]. Though the Census counts include people too young to drive and people without cars, so those numbers are an over-estimate of the possible unique plate reads. Based on WA DOL data, we know that there were roughly 417,973 vehicle registrations in 2022 for King County (data not broken down to the city-level & only available for 2022) [3]. When Seattle's population was smaller SPD, still scanned nearly 3 times as many plates as there were residents. Some of those plates will be for non-residents, but it also seems very likely that unless you keep your car hidden in the garage and never drive it, that SPD has likely been tracking your location history; and there's no *technical* control in place that *prevents* the abuse of this data.

The long retention of reads that are not hits means **SPD's ALPR system currently meets the definition of mass surveillance** (aka "bulk collection")[4][5] and this problem will only be worse with the proposed expansion of this technology.

Seattle's Community Surveillance Working Group (CSWG) in their Privacy & Civil Liberties Impact Assessment recommended limiting retention of ALPR read data for non-hits to at most 48 hours. Seattle City Council specifically passed an amendment seeking to reduce the data retention of non-hits to 48 hours, inline with the CSWG. SPD's response was that their "position on this issue is guided by the operational practicalities of criminal investigations which cannot be confined nor defined by a static time frame, in part, due to the various constitutional protections and safeguards law enforcement must adhere to in investigating." But the request for the 48 hour retention period only applies to non-hits, meaning the data was not associated with a criminal investigation, so the shorter retention period has no impact on the data retained for investigations; and it would also have no impact state or federal "constitutional protections" or "safeguards". SPD goes on to state, "SPD simply does not have the capabilities to resolve questions of whether the data is case related within 48 hours, and any such retention period is therefore wholly unfeasible." If this is true, then this would mean that SPD believes they are less capable than multiple other police departments considering that New Hampshire

only retains non-hits for at most 3 minutes. **So every single police department in the entire state of New Hampshire can somehow manage to avoid conducting mass surveillance of their residents and yet New Hampshire hasn't devolved into a lawless state that criminals flock to - calling into question then SPD's supposed justification.** Even Axon's default data retention period for ALPR reads is one-third (30 days) the amount of time SPD says they need [6]. This leaves the public facing only one of only two (unfortunate) possible options then: doubting SPD's workmanship or their integrity.

Since location data by its very nature contains information about people's everyday life movements (where they live, work, worship, receive healthcare, etc), it can be easy to find patterns in the data. This is what makes location data exceptionally hard to truly anonymize. In 2013, researchers confirmed that location data is highly unique to a person. They analyzed anonymous location data on 1.5 million people and found that **"four spatio-temporal points are enough to uniquely identify 95% of the individuals"**. They went on to say, "We showed that the uniqueness of human mobility traces is high... Indeed, this uniqueness means that little outside information is needed to re-identify the trace of a targeted individual even in a sparse, large-scale and coarse mobility dataset"[7]. Here within the SPD ALPR dataset, this likely means that a person seeking to re-identify a target person doesn't need to already know their license plate number or have access to the DOL database that has this information. SPD's ALPR database is effectively not anonymous.

#### Chronological Breakdown of Concerns About the Updated SIR

##### SIR page 6 - Incorrect Information: Data Storage

- Item 2.3 in the updated SIR states, "No ALPR data collected by SPD are automatically uploaded into any system outside of SPD." which is incorrect since Axon Fleet 3 inherently entails storing the ALPR data off of the SPD network and not on SPD-managed hardware. Instead Axon states that, "Both read and hit records are generated in the Fleet 3 Hub and temporarily stored there before uploading. ... Copies of read and hit records are stored on the hub for 24 hours. Both read and hit records are uploaded to the agency's Axon Evidence cloud storage..."[8]. This erroneous sentence in 2.3 of the updated SIR seems to be due to SPD forgetting to remove that text considering the old system (Neology PIPS) wasn't cloud-based and the signed ordinance for the original SIR states, "All data collected by the Patrol ALPR systems (images, computer-interpreted license plate numbers, date, time, and GPS location) are stored on-premises on a secure serve..." which was (correctly) removed from the updated SIR. However, this erroneous sentence seems to have been forgotten to be removed resulting in the description of the technology in the SIR being inaccurate.

##### SIR page 7 - Missing Information

- A potentially concerning section of item 2.5 has been removed in the updated SIR. Specifically, the text from 2.5 that SPD is no longer adhering to is:
  - "The Technical and Electronic Support Unit (TESU), a unit within SPD maintains administrative control of much of SPD's physical technology. The unit staff is knowledgeable about investigative and forensic technology. TESU's mission is to provide technical assistance to Detectives and Officers in connection with investigations. The BOSS ALPR administrator is a member of TESU. The ALPR administrator monitors and manages user access to the PIPS ALPR system for Patrol. The ALPR administrator purges users from system access when they leave the Department. Housing management of the Patrol ALPR system in one unit makes oversight and accountability more efficient than tasking individual units or precincts with this themselves."

- Of course it's expected that references to BOSS and PIPS would need to be removed but SPD hasn't replaced this information with equivalent information for the proposed new Axon-based setup. And we know there is still a role held by someone/some-team of "ALPR administrator" since item 3.2 mentions "A record of these requests is maintained by the ALPR administrator." But with details in 2.5 removed, the public has no idea regarding the complexity (and therefore safety) of the revised SPD ALPR system, which results in multiple open questions:
  1. Does this mean that every SPD department will have their own ALPR administrator?
  2. Or is it perhaps one ALPR administrator per precinct?
  3. Does this also mean that maybe every department or precinct will provide their own ALPR training, not a unified approach?
  4. Is the ALPR administrator even an SPD employee and instead Axon does all the administration?

**The public shouldn't have to guess since this is supposed to be addressed via item 2.5.**

#### SIR Page 8 - Missing Information: Limitations on Use

- Item 3.2 in the updated SIR removes the explicit list of conditions under which SPD's ALPR can be used. Since 3.2 asks the department to "List the legal standards or conditions, if any, that must be met before the project/technology is used", those specific limitations need to be listed inside the SIR itself (not solely in an outside document subject to the changing whims of SPD and not providing the Council oversight required via the Surveillance Ordinance, SMC 14.18.040.B.3.b [9]). This is especially important considering the SPD Policy referenced in item 3.2 (16.170-POL) assumes that the only systems being managed were less than two dozen vehicles and having two different yet specific solutions (PIPS vs AutoVu) [10]. One would assume that 16.170-POL will be updated if/when the updated SIR is approved by City Council; however, in that future policy editing process, the revised policy should not be worse at protecting residents due to lack of details in the SIR. **The SIR must contain the explicit limitations on the use of ALPR, and the SPD Policy should then follow the requirements laid out in the SIR (not the reverse).**

#### SIR page 8 - Missing Information: ALPR-specific Training

- Item 3.3 asks the department to "Describe the ... training required..." but SPD's answer in regards to this specific surveillance technology was "The policy requires that users must be trained" and the certifications they must hold. However, that does not explain anything regarding the training for this system; resulting in multiple open questions:
  1. Who conducts this training, Axon or SPD?
  2. Does this training only consist of how to use the system for daily needs and not civil liberties or privacy-related content (such as being explicitly instructed to never use the ALPR system for personal purposes, like searching the geolocation history of your ex-gf/wife, neighbor you don't like, etc; or staking out parking areas for your own personal interest, like gay bars, synagogues, strip clubs, etc)?
  3. How often does this training occur?
  4. Does an OIG or OPA investigation (regardless of outcome) that included the use of ALPR systems necessarily require employee re-training on the use of ALPR and the policies/laws around it's use?
  5. Who creates the training content?
  6. How often is the training content updated?
  7. Is the training content updated when there's been an OIG or OPA investigation (regardless of outcome) that included the use of ALPR systems?

**Again, the public shouldn't have to guess since this should be in item 3.3.**

SIR page 9 - Missing Information: Searching the ALPR Database

- Item 4.3 only describes the deployment, not all of the usage of the system. Specifically, item 4.3 does not address searching the ALPR database; resulting in multiple open questions:
  1. Who will have access to search the ALPR database?
  2. Can searching of the ALPR database be done within an SPD vehicle or does the person need access to, say, specific workstations on SPD premises in order to run search queries against the ALPR database?
  3. Do only certain departments or work roles have access to run searches; or can all SPD employees search the ALPR database?
  4. How many SPD employees will have access to the "Record Search" tab of the ALPR database in Axon?
  5. How often are searches conducted against the ALPR database?
- **Since searching through the historical records in the ALPR database is where most of the privacy and civil liberties issues are encountered, it's very important that this workflow of using the system is answered by SPD inside the SIR.**

SIR page 9 - Missing Information: Scale of Deployment

- Item 4.6 previously gave a tally of the marked and unmarked ALPR-equipped vehicles. SPD is now withholding information from the public regarding both how many total SPD vehicles have in-car video (and thus are on deck for ALPR) and how many out of those are unmarked vehicles. There's no valid reason to withhold this information from the public since any notation on the number of vehicles can specify the current count as of the date the update SIR was drafted, especially since the updated SIR repeatedly states the scope is "fleet-wide". **The lack of this critical information hinders the public's ability to accurately assess the pros and cons of the proposed fleet-wide roll-out.**

SIR page 10 & 11 - Potential Security Weakness

- Since SPD is moving from an on-premise to cloud-hosted solution, the answer to items 4.10 and 5.1 are arguably even more important now. SPD's answer mentions the use of login credentials (assumed by the public to simply be a username/password pair, without two-factor authentication) and SPD has removed discussion about the software systems access. This leaves open questions about the security & privacy of the data stored within Axon:
  1. Are the reads that are recorded in the ALPR database encrypted and specifically is that using client-owned/-managed (SPD owned/managed) encryption key(s)?
  2. Does Axon have technical access to the raw ALPR data generated from SPD vehicles?
  3. If Axon's network were to be security breached, what technical safeguards are present to render useless to an outsider the ALPR data generated by SPD vehicles (such as hashing and client-side encryption prior to uploading to Axon)?
  4. Additionally, Axon's Privacy Policy says they employ "other companies and people to perform tasks on [their] behalf and may need to share your information with them to provide products or services to you" [11], so what *technical* (not legal) safeguards *prevent* a rogue Axon employee or a rogue employee of a contracted company by Axon from accessing, searching, or sharing externally the ALPR data generated by SPD vehicles?

SIR page 11 - Missing Information: ALPR Audits

- In item 5.2, SPD says, "SPD conducts periodic reviews of audit logs and they are available for review at any time by the Seattle Intelligence Ordinance Auditor under the City of Seattle Intelligence Ordinance." With that in mind:

1. **When was the last audit conducted of SPD's existing ALPR systems?**
2. **Within the last 5 years, how many violations of 16.170-POL were detected based on review of the ALPR audit logs?**

- A functioning audit system (logs & human workflows) should over the course of a few years detect at least a small number of mis-uses of a system (irregardless if the reason was for say efficiency's sake in the moment or personal gain or another reason). So if SPD's auditors reply back that there's been zero violations detected, then that implies that the auditing system is not working.

#### SIR page 11 & 12 - Incorrect Information: Data Storage & Sharing

- Item 6.1 contains the erroneous sentence, "No person, outside of SPD, has direct access to the PIPS system or the data while it resides in the system or technology." That sentence is wrong for two reasons: first of course being that Axon Fleet 3 is the ALPR system the updated SIR is supposed to be describing and secondly because SPD is moving from a on-premise to cloud-hosted solution which means it is not true that "No person, outside of SPD, has direct access" to the ALPR data, since Axon would have access. This is true even moreso if SPD is not using client-side encryption, which would mean that Axon (including some of its employees) has technical access to all the raw ALPR data SPD generates.
- Also related to item 6.1, Does SPD currently or plan to use Flock Safety, which is a data sharing partner of Axon Fleet?

#### SIR page 15 - Misleading Content

- SPD's answer to item 7.3 misguides the public by stating, "Because SPD's fleet-wide ALPR cameras are not fixed in location and records are only retained for 90 days, privacy risk is substantially mitigated because of the limited ability to identify vehicle patterns." SPD is proposing increasing the number of ALPR-equipped vehicles from 19 to roughly 300, which is over 15 times more vehicles than currently. Moreover, Axon's website states, "The Axon Fleet 3 ALPR system utilizes a wide field of view (60°) covering 3 lanes out to 50 feet in front of the vehicle. So, while a traditional ALPR system with 2 forward facing cameras has a detection area of approximately 192 cu. feet, Axon ALPR detection area is approximately 90 times that area"<sup>[12]</sup>, so each ALPR-equipped vehicle will also be able to cover roughly 90 times the visual scanning area of the current SPD ALPR-equipped vehicles. 90 days of read data is already more than enough data to re-identify most individuals in such a location dataset (see prior introductory discussion about only needing 4 timestamped location data points to re-identify 95% of people), so the statement by SPD that there's "limited ability to identify vehicle patterns" is not substantiated by any data from them and is on its face obviously untrue given the scale of the ALPR data they're already collecting. Item 7.3 specifically asks, "describe the privacy risks identified and for each risk, explain how it was mitigated"; but a **15 to 90 times greater (or more) amount of scans possible is not a "mitigation" of a privacy risk - it's the exacerbation of the existing risks.**

#### SIR page 17 - Missing Information: Cost

- The Fiscal Impact section is blank in the updated SIR, so the public has no idea:
  1. How much the initial acquisition & installation of these cameras will cost?
  2. How much they are expected to cost to maintain?
  3. How much are the recurring costs (like the subscription to have the ALPR data stored in the cloud or licensing fees)?

#### SIR page 20 - Missing Information: ALPR is a Surveillance Technology

- In item 1.1 of the RET in the updated SIR, SPD has unchecked all the boxes, which means according to SPD they feel their ALPR systems don't meet the criteria in the Surveillance Ordinance of being a surveillance technology. Surely this must be a mistake that the the third box is now unchecked.

SIR page 21 - Missing Information: Civil Liberties Concern

- In item 1.2 of the RET, SPD has removed the potential impact of, "An additional potential civil liberties concern is that the SPD would over-surveil vulnerable or historically targeted communities, deploying ALPR to diverse neighborhoods more often than to other areas of the City." This concern still exists. In fact having more SPD vehicles with ALPR systems only makes this potential worse, since if there are more vehicles canvassing certain neighborhoods over others, then there will be potential disparities in which innocent bystanders are more aggressively surveilled in SPD's ALPR data.

SIR page 25 - Misleading Content; No Organization Outreach

- In item 1.7 of the RET, SPD says "90-day data retention also mitigates the risk of improper identification of community members"; however, 90 days is more than enough data points to accurately re-identify a person (see prior introductory discussion about only needing 4 timestamped location data points to re-identify 95% of people). This is especially true given that the existing system scanned over 1.7 million plates back in 2013, but with a larger population and a 15 to 90 times greater coverage of plates scan in the proposed fleet-wide system, there will certainly be vastly more plates being scanned and more scans-per-plate. Thus this new much larger, more pervasive system also having a 90 day retention period for non-hits makes it that much easier to re-identify individuals - again, **this is not a "mitigation" of a privacy risk - it's the exacerbation of the existing risks.**
- According to item 2.1 in the RET, zero organizations were specifically invited to provide feedback on this updated SIR. It's unclear to the public if this was the responsibility of SPD vs Seattle IT, but someone should have been responsible for notifying local organizations (presumably at the bare minimum the six organizations notified in the original ALPR for Patrol SIR).

Priority Order of Recommendations

1. Only retain data on ALPR reads that are non-hits for at most 48 hours.
2. Add all the missing information into the SIR.
3. Remove misleading information from the SIR.
4. Conduct outreach to local organizations notifying them of this Material Update.
5. Correct any the incorrect information in the SIR.
6. Correct any security weaknesses in the implementation.

Please seriously consider my public comment.

References:

[1] See pdf page 31: <https://bpb-us-w2.wpmucdn.com/wpsites.maine.edu/dist/d/46/files/2014/06/03-Newell.pdf>

[2] <https://www.census.gov/quickfacts/fact/table/seattlecitywashington/PST045222>

[3] <https://fortress.wa.gov/dol/vsd/vsdFeeDistribution/DisplayReport.aspx?rpt=2022C00-62.csv&countBit=1>

[4] "Thus, mass surveillance is indiscriminate, by definition. It involves methods that sweep up the data and communications of the entire population, notably including those of innocent people." ... "By contrast, targeted surveillance is portrayed as the collection of the data and communications of those who are considered to be the legitimate targets of government investigation and repression."

from <https://journals.sagepub.com/doi/abs/10.1177/0163443716643006>

[5] "Based in part on briefings from the IC [Intelligence Community], the committee adopted a definition better suited to understanding the trade-off between civil liberties and effective intelligence: If a significant portion of the data collected is not associated with current targets, it is bulk collection; otherwise, it is targeted." from <https://www.microsoft.com/en-us/research/uploads/prod/2019/09/Bulk-Collection-of-Signals-Intelligence.pdf>

[6] [https://my.axon.com/s/article/Fleet3-ALPR-FAQs?language=en\\_US#Q27](https://my.axon.com/s/article/Fleet3-ALPR-FAQs?language=en_US#Q27)

[7] <https://www.nature.com/articles/srep01376>

[8] [https://my.axon.com/s/article/Fleet3-ALPR-FAQs?language=en\\_US#Q26](https://my.axon.com/s/article/Fleet3-ALPR-FAQs?language=en_US#Q26)

[9] [https://library.municode.com/wa/seattle/codes/municipal\\_code?nodeId=TIT14HURI\\_CH14.18ACUSSUTE\\_14.18.040SUIMRERE](https://library.municode.com/wa/seattle/codes/municipal_code?nodeId=TIT14HURI_CH14.18ACUSSUTE_14.18.040SUIMRERE)

[10] <https://public.powerdms.com/Sea4550/tree/documents/2042814>

[11] <https://www.axon.com/legal/privacy-policy>

[12] [https://my.axon.com/s/article/ALPR-overview-Fleet-3?language=en\\_US](https://my.axon.com/s/article/ALPR-overview-Fleet-3?language=en_US)

## Appendix C: Public Comment Demographics

### Material Update ALPR Public Comment: Received via Microsoft form

#### Optional Demographics:

#### Age Range:

---

##### 9. OPTIONAL Demographic Question: Age Range

[More Details](#)

<span style="color: blue;">●</span> Prefer not to identify	16
<span style="color: orange;">●</span> Under 18	0
<span style="color: green;">●</span> 18 - 44	113
<span style="color: red;">●</span> 45 - 64	51
<span style="color: purple;">●</span> 65+	15

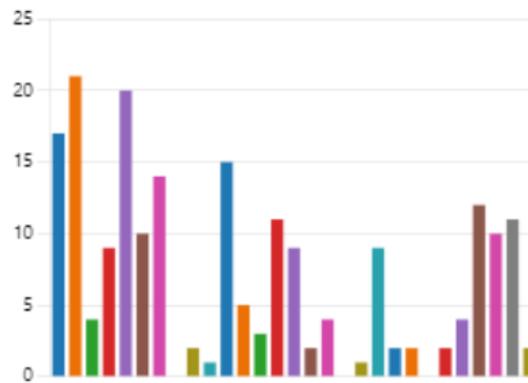


## Optional Demographics: Neighborhood

### 10. OPTIONAL Demographic Question: Neighborhood

[More Details](#)

<span style="color: blue;">●</span> Prefer not to identify	17
<span style="color: orange;">●</span> Ballard	21
<span style="color: green;">●</span> Belltown	4
<span style="color: red;">●</span> Beacon Hill	9
<span style="color: purple;">●</span> Capitol Hill	20
<span style="color: brown;">●</span> Central District	10
<span style="color: pink;">●</span> Columbia City	14
<span style="color: grey;">●</span> Delridge	0
<span style="color: olive;">●</span> First Hill	2
<span style="color: teal;">●</span> Georgetown	1
<span style="color: blue;">●</span> Greenwood / Phinney	15
<span style="color: orange;">●</span> International District	5
<span style="color: green;">●</span> Interbay	3
<span style="color: red;">●</span> North	11
<span style="color: purple;">●</span> Northeast	9
<span style="color: brown;">●</span> Madison Park/ Madison Valley	2
<span style="color: pink;">●</span> Magnolia	4
<span style="color: grey;">●</span> Queen Anne	0
<span style="color: olive;">●</span> Rainier Beach	1
<span style="color: teal;">●</span> Ravenna / Laurelhurst	9
<span style="color: blue;">●</span> South Lake Union	2
<span style="color: orange;">●</span> Southeast	2
<span style="color: green;">●</span> Southwest	0
<span style="color: red;">●</span> South Park	2
<span style="color: purple;">●</span> Uptown	4
<span style="color: brown;">●</span> Wallingford / Fremont	12
<span style="color: pink;">●</span> West Seattle	10
<span style="color: grey;">●</span> King County	11
<span style="color: olive;">●</span> Outside King County	2



## Optional Demographics: Gender

### 11. OPTIONAL Demographic Question: Gender

[More Details](#)

<span style="color: blue;">●</span> Prefer not to say	35
<span style="color: orange;">●</span> Woman	56
<span style="color: green;">●</span> Man	76
<span style="color: red;">●</span> Non-binary	14

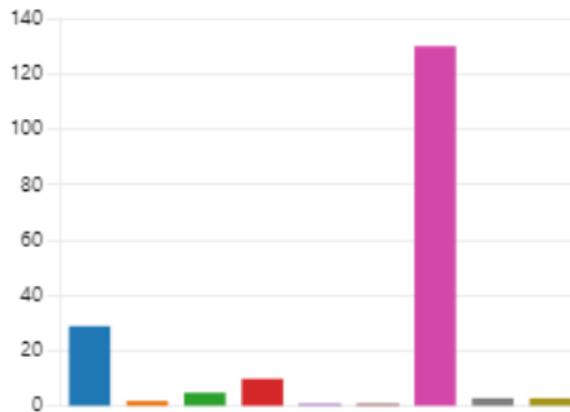


## Optional Demographics: Race / Ethnicity

### 12. OPTIONAL Demographic Question: Which race (s) / ethnicity (or ethnicities) do you identify as

[More Details](#)

<span style="color: blue;">●</span> Prefer not to identify	29
<span style="color: orange;">●</span> Black / African American	2
<span style="color: green;">●</span> Hispanic / Latino	5
<span style="color: red;">●</span> Asian / Asian American	10
<span style="color: purple;">●</span> Native Hawaiian or Pacific Island...	1
<span style="color: brown;">●</span> Indigenous	1
<span style="color: pink;">●</span> White or Caucasian	130
<span style="color: gray;">●</span> Another race/ethnicity	3
<span style="color: olive;">●</span> Other	3



## **Appendix D: Comment Analysis Methodology**

Please refer to the original SIR (CB 120025).

## **Appendix E: Questions and Department Responses**

Please refer to the original SIR (CB 120025).

## **Appendix F: Public Outreach Overview**

Please refer to the original SIR (CB 120025).

## **Appendix G: Meeting Notice(s)**

Please refer to the original SIR (CB 120025).

## **Appendix H: Meeting Sign-in Sheet(s)**

Please refer to the original SIR (CB 120025).

## **Appendix I: All Comments Received from Members of the Public**

Please refer to the original SIR (CB 120025).

## **Appendix J: Letters from Organizations or Commissions**

Please refer to the original SIR (CB 120025).

## **Appendix K: Supporting Policy Documentation**

Please refer to the original SIR (CB 120025).

## **Appendix L: CTO Notification of Surveillance Technology**

Please refer to the original SIR (CB 120025).

## 2023 Surveillance Impact Report Executive Overview

# Automated License Plate Recognition (ALPR) (Fleet-Wide)

Seattle Police Department

## Overview

**The Operational Policy statements in this document represent the only allowable uses of the equipment and data collected by this technology.**

This Executive Overview documents information about the collection, use, sharing, security and access controls for data that is gathered through Seattle Police Department's (SPD) Automated License Plate Reader (ALPR) system. All information provided here is contained in the body of the full Surveillance Impact Review (SIR) document but is provided in a condensed format for easier access and consideration.

**Note: All use of ALPR as described in this document and the SIR is governed by SPD Policy 16.170**

### 1.0 Technology Description

The Seattle Police Department would expand our current nineteen vehicles with ALPR to a fleet-wide deployment. ALPR hardware consists of high definition infrared digital cameras that will be mounted to all Patrol cars, and other SPD vehicles.

The high-speed cameras capture images of license plates as they move into view, and associated software deciphers the characters on the plate, using optical character recognition. This interpretation is then immediately checked against any license plate numbers that have been uploaded into the onboard, in-vehicle software system.

### 2.0 Purpose

**Operational Policies:**

**ALPR systems will only be deployed for official law enforcement purposes. These deployments are limited to:**

- 1. Locating wanted, endangered or missing persons; or those violating protection orders;**
- 2. Locating stolen vehicles;**
- 3. Locating stolen license plates;**
- 4. Canvassing the area around a crime scene; and**
- 5. Locating vehicles under SCOFFLAW**

Seattle Police Department uses Automated License Plate Reader (ALPR) technology to recover stolen vehicles, to locate subjects of Amber and Silver Alerts and fugitives where vehicle license plate information is available, to assist with active investigations, to facilitate the flow of traffic (by monitoring and enforcing City parking restrictions) and for Scofflaw Ordinance enforcement.

Patrol ALPR assists the City in locating and recovering stolen vehicles. ALPR systems may assist with active investigations by helping to determine the location of vehicles of interest - specifically those identified as being associated with an investigation. SPD uses ALPR to recover stolen vehicles, which are often used by thieves to commit other crimes.

### 3.0 Data Collection and Use

#### Operational Policy:

**ALPR technology collects digital images of license plates and associated license plate numbers. The technology collects the date and time the license plate passes a digital-image site where an ALPR is located.**

Data collected from ALPR includes license plate image, computer-interpreted read of the license plate number, date, time, and GPS location.

All ALPR-equipped vehicles upload a daily Hotlist from the Washington State Patrol that contains national stolen vehicle plate data published daily by the FBI. The Washington State Patrol places the Hotlist file on a server available through ACCESS to those agencies that have a specific and signed agreement with WSP to access and use the information. The receiving local law enforcement may supplement the list with additional information, such as vehicles sought with reasonable suspicion that they are involved in an incident or vehicles sought pursuant to a warrant.

### 4.0 Data Minimization & Retention

#### Operational Policies:

**ALPR will not be used to intentionally capture images in private area or areas where a reasonable expectation of privacy exists, nor shall it be used to harass, intimidate or discriminate against any individual or group.**

When the ALPR system registers a hit, a match to a license plate number listed on the Hotlist (as described in 2.3 above), the user must verify accuracy before taking any action. For instance, when the system registers a hit on a stolen vehicle, the user must visually verify that the system accurately read the license plate and, if so, must then contact Dispatch to verify accuracy of the hit - that the vehicle is actually listed as stolen. Only then does the user act.

Unless a hit has been flagged for investigation and exported from the database for this purpose, all captured data is automatically deleted after 90 days, per department retention policy. Data related to a flagged hit is downloaded and maintained with the investigation file for the retention period related to the incident type. No backup data is captured or retained.

## 5.0 Access & Security

### Operational Policies:

1. **Only Employees Trained in the Use of ALPR Equipment Will Use and Access ALPR Devices and Data**
2. **Employees Accessing ALPR Data Must Login Through the ALPR Password-Protected System**
3. **Employees Conducting Searches in the ALPR System Will Provide a Case Number and Justification for the Search**
4. **Employees Will Not Share ALPR Passwords and Login Credentials**
5. **The Department will store ALPR data in a secured law enforcement facility with multiple layers of security protection. Firewalls, authentication and other reasonable security measures will be utilized. Only trained Department employees can access stored ALPR data and all data search requests are logged within the system.**
6. **ALPR data maintained on BOSS will only be accessed by trained, SPD employees for official law enforcement purposes. This access is limited to:**
  - **Search of specific or partial plate(s) and/or vehicle identifiers as related to:**
  - **A crime in progress;**
  - **A search of a specific area as it relates to a crime in progress;**
  - **A criminal investigation; or**
  - **A search for a wanted person; or**
  - **Community caretaking functions such as locating an endangered or missing person.**
  - **Officers/detectives conducting searches in the system will complete the Read Query screen documenting the justification for the search and applicable case number.**
  - **Administration and maintenance**

### Access

Prior to gaining access to the ALPR system, potential users must be trained by other trained officers. Once this training has been verified with the ALPR administrator, users are given access and must log into the system with unique login and password information whenever they employ the technology. They remained logged into the system the entire time that the ALPR system is in operation. The login is logged and auditable. Officers are assigned the vehicles to use while on-shift.

### Security

All data collected from the ALPR system is stored, maintained, and managed on premises on a CJIS-certified evidence retention platform. ALPR systems maintain access logs on backend servers that are accessible for audit. The Office of Inspector General may access all data and audit for compliance at any time.

## 6.0 Data Sharing and Accuracy

### Operational Policy:

**ALPR data will only be shared with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law.**

SPD has no data-sharing partners for ALPR. No person outside of SPD has direct access to the PIPS system or the data while it resides in the system or technology. ALPR data will only be shared with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law. SPD does not pool its ALPR data with any other agency's data.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed by the Legal Unit pursuant to the applicable Rules of Civil or Criminal Discovery or the Washington Public Records Act, [Chapt. 42.56 RCW](#). The Legal Unit will maintain requests for ALPR data by non-law enforcement or non-prosecutorial agencies.

Per City of Seattle's Privacy Statement, outlining commitments to the public about how we collect and manage their data: *We do not sell personal information to third parties for marketing purposes or for their own commercial use.* The full Privacy Statement may be found [here](#).

## 7.0 Equity Concerns

### Operational Policy:

**ALPR will not be used to intentionally capture images in private area or areas where a reasonable expectation of privacy exists, nor shall it be used to harass, intimidate or discriminate against any individual or group.**

ALPR is content-neutral; it does not identify the race of the driver or the registered owner of the vehicle. To ensure that SPD continues to build trust with community members and increase racial equity, SPD must continue to follow its policy of limiting use of the ALPR cars to strictly routine patrol and the use of collected ALPR data to specific criminal investigations or community caretaking functions, as well as limiting access to the ALPR system to authorized SPD personnel. Further, SPD must also continue to audit the system on a regular basis to provide a measure of accountability. In doing so, SPD can mitigate the appearance of disparate treatment of individuals based on factors other than true criminal activity and minimize perceived over surveillance of areas where historically targeted communities reside or congregate.

**SUMMARY and FISCAL NOTE\***

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Seattle Police Department	Nick Zajchowski	Geoffrey Detweiler, Jennifer Devore

*\* Note that the Summary and Fiscal Note describes the version of the bill or resolution as introduced; final legislation including amendments may not be fully described.*

**1. BILL SUMMARY**

**Legislation Title:**

AN ORDINANCE relating to surveillance technology implementation; authorizing approval of uses and accepting the 2023 updated surveillance impact report and 2023 executive overview for the Seattle Police Department’s use of Automated License Plate Reader technology.

**Summary and Background of the Legislation:** The original Surveillance Impact Report (SIR) for the Automated License Plate Reader retroactive technology was adopted by the City Council on April 19, 2021. Subsection 14.18.020.F of the Seattle Municipal Code (SMC) states that “[a]ny material update to an SIR, such as to change the purpose or manner in which a surveillance technology may be used, shall be by ordinance.” Automated License Plate Readers (ALPR) are a combination of software and hardware used to capture and monitor license plate images. SPD uses ALPR to maintain public safety and enforce applicable laws related to stolen vehicles, parking enforcement, and other active investigations. In 2021, the Seattle City Council passed Ordinance 126312, approving SPD’s use of ALPR technology in 19 SPD vehicles. This legislation will approve the following material updates to the previous authorization: 1) expand ALPR technology to SPD’s entire fleet, 2) all SPD vehicles with onboard in-car video will have ALPR functionality enabled as a component of the existing in-car video platform, and 3) the back-office system through which ALPR camera data are interpreted and ALPR is administered will change from the Neology PIPS platform to the expanded Axon Fleet Hub platform.

**2. CAPITAL IMPROVEMENT PROGRAM**

**Does this legislation create, fund, or amend a CIP Project?**       Yes  No

**3. SUMMARY OF FINANCIAL IMPLICATIONS**

**Does this legislation amend the Adopted Budget?**       Yes  No

**Does the legislation have other financial impacts to The City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?** The expansion of ALPR software to all existing SPD patrol vehicle dash cameras would occur immediately and cost \$280,000 per year beginning in 2024.

**Are there financial costs or other impacts of *not* implementing the legislation?**

**4. OTHER IMPLICATIONS**

- a. Does this legislation affect any departments besides the originating department?**  
This legislation does not affect other departments. The technology under review is used exclusively by the Seattle Police Department
- b. Is a public hearing required for this legislation?**  
A public hearing is not required for this legislation.
- c. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**  
No publication of notice is required for this legislation.
- d. Does this legislation affect a piece of property?**  
This legislation does not affect a piece of property.
- e. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities? What is the Language Access plan for any communications to the public?**  
The Surveillance Ordinance is designed to address civil liberties and disparate community impacts of surveillance technologies. The Surveillance Impact Review included in the attachments, as required by the Surveillance Ordinance, includes a Racial Equity Toolkit review adapted for this purpose.
- f. Climate Change Implications**
- 1. Emissions: Is this legislation likely to increase or decrease carbon emissions in a material way?**  
No.
  - 2. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**  
No.
- g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)?**  
There is no new initiative or programmatic expansion associated with this legislation. It approves the continuation of use for the specific technology under review.

Amendment A to CB 120778 - SPD ALPR Fleet-Wide Update SIR ORD

**Sponsor:** Councilmember Moore

*Addressing vendor contracting*

**Effect:** This amendment requests that SPD include certain terms in any contract executed with a third-party vendor for ALPR technology, requires SPD to notify and requires SPD to submit such contract to council before 2025-2026 budget transmittal.

Add a new Section 3 to CB 120778 as follows and renumber subsequent sections as appropriate:

Section 3. The Council requests that the Seattle Police Department include in any contract with a vendor for the implementation of ALPR technology terms: 1) requiring the vendor to immediately notify SPD if the vendor receives a warrant or subpoena seeking SPD ALPR data for any purpose, including purposes related to reproductive healthcare or gender-affirming medical services; and, 2) requiring the vendor to retain legal counsel to challenge any such warrant or subpoena and advise of outcome or existence of warrant after expiration. SPD shall notify the Council upon receipt of information related to a vendor warrant or subpoena described above. The Seattle Police Department shall provide the Council with a copy of the ALPR vendor contract once executed but no later than the transmittal of the mayor's 2025-2026 budget.

Tamaso Johnson  
Full Council  
June 14  
D1

**Amendment B to CB 120778 – SPD ALPR Fleet-Wide Update SIR ORD**

**Sponsor:** Councilmember Rivera

*Substitution of revised surveillance impact report*

**Effect:** This amendment substitutes a revised version of the Surveillance Impact Report (SIR) for SPD fleet-wide deployment of automated license plate recognition (ALPR) technology which includes updated provisions regarding internal SPD access to ALPR data.

Amend a substitute Attachment 1 - Surveillance Impact Report (SIR) to CB 120778 as shown below:

**2023 Surveillance Impact Report**

# **AUTOMATED LICENSE PLATE RECOGNITION (ALPR) (FLEET-WIDE)**

**Seattle Police Department**

# Surveillance Impact Report (“SIR”) overview

## About the Surveillance Ordinance

The Seattle City Council passed Ordinance [125376](#), also referred to as the “Surveillance Ordinance,” on September 1, 2017. SMC 14.18.020.b.1 charges the City’s executive with developing a process to identify surveillance technologies subject to the ordinance. Seattle IT, on behalf of the executive, developed and implemented a process through which a privacy and surveillance review is completed prior to the acquisition of new technologies. This requirement, and the criteria used in the review process, are documented in [Seattle IT Policy PR-02](#), the “Surveillance Policy”.

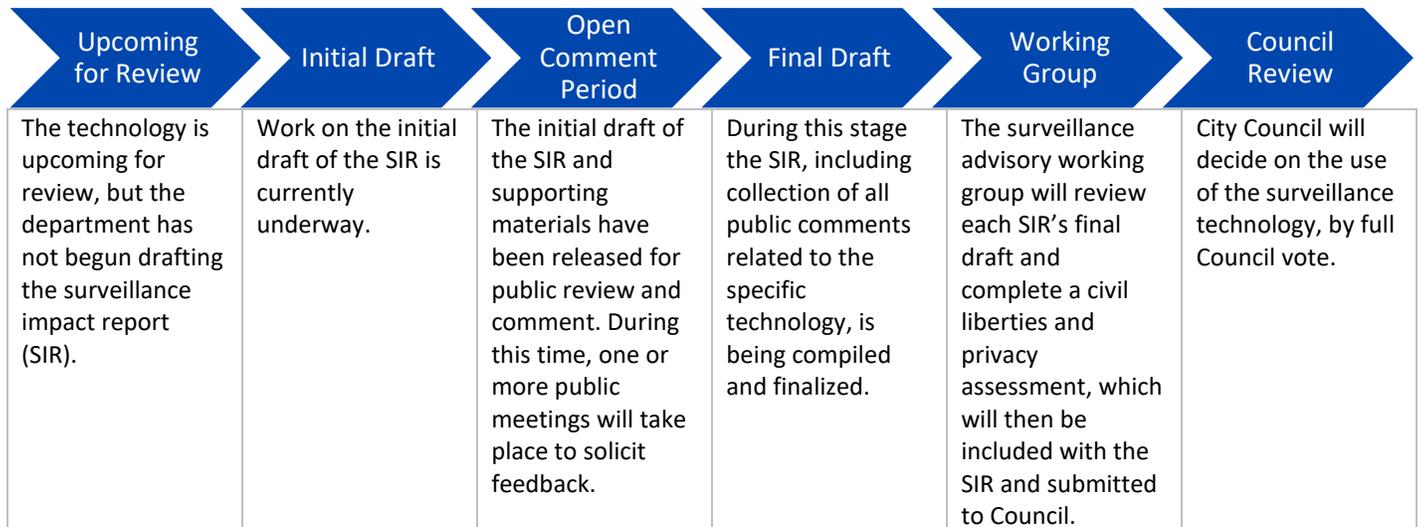
## How this Document is Completed

This document is completed by the requesting department staff, supported and coordinated by the Seattle Information Technology Department (“Seattle IT”). As Seattle IT and department staff complete the document, they should keep the following in mind.

1. Responses to questions should be in the text or checkboxes only; all other information (questions, descriptions, etc.) Should **not** be edited by the department staff completing this document.
2. All content in this report will be available externally to the public. With this in mind, avoid using acronyms, slang, or other terms which may not be well-known to external audiences. Additionally, responses should be written using principally non-technical language to ensure they are accessible to audiences unfamiliar with the topic.

## Surveillance Ordinance Review Process

The following is a high-level outline of the complete SIR review process.



# Privacy Impact Assessment

## Purpose

A Privacy Impact Assessment (“PIA”) is a method for collecting and documenting detailed information collected in order to conduct an in-depth privacy review of a program or project. A PIA asks questions about the collection, use, sharing, security and access controls for data that is gathered using a technology or program. It also requests information about policies, training and documentation that govern use of the technology. The PIA responses are used to determine privacy risks associated with a project and mitigations that may reduce some or all of those risks. In the interests of transparency about data collection and management, the City of Seattle has committed to publishing all PIAs on an outward facing website for public access.

## When is a Privacy Impact Assessment Required?

A PIA may be required in two circumstances.

1. When a project, technology, or other review has been flagged as having a high privacy risk.
2. When a technology is required to complete the surveillance impact report process. This is one deliverable that comprises the report.

## 1.0 Abstract

### 1.1 Please provide a brief description (one paragraph) of the purpose and proposed use of the project/technology.

Seattle Police Department facilitates the flow of traffic (by monitoring and enforcing City parking restrictions) and recovers lost and stolen property through a number of means including Automated License Plate Reader (ALPR) technology. ALPR is utilized in the recovery of stolen vehicles, to assist with active investigations, Scofflaw Law enforcement, and parking enforcement.

This Surveillance Impact Report focuses on SPD use of ALPR as a necessary law enforcement tool in two capacities:

1. Property Recovery – SPD employs ALPR to locate stolen vehicles, as well as vehicles associated with a court-issued warrant.
2. Investigation – On occasion, SPD relies on license plate data to locate vehicle placement within the past 90 days (retention period), in the course of an active investigation or in support of legal proceedings.

Note that ALPR usage for parking enforcement is discussed in the Surveillance Impact Report entitled “Parking Enforcement Systems.”

### 1.2 Explain the reason the project/technology is being created or updated and why the PIA is required.

ALPR collects license plate information from vehicles, which could, if unregulated and indiscriminately used, be linked to other data to personally identify individuals.

## 2.0 Project / Technology Overview

Provide an overview of the project or technology. The overview gives the context and background necessary to understand the purpose, mission and justification for the project / technology proposed.

### 2.1 Describe the benefits of the project/technology.

ALPR assists the City in managing the flow of traffic by monitoring and enforcing City parking restrictions and locating and recovering lost/stolen property. Additionally, the ALPR system aids with active criminal investigations by helping to determine the location of vehicles of interest related to a specific case.

### 2.2 Provide any data or research demonstrating anticipated benefits.

General news reporting about ALPR Benefits: <https://patch.com/california/glendora/plate-reader-helps-police-find-stolen-cars-make-warrant-arrests>

### **2.3 Describe the technology involved.**

Fleet-wide ALPR for SPD Patrol operations is a component of the Axon Fleet 3 in-car video platform.

The high-speed cameras capture images of license plates as they move into view, and associated software deciphers the characters on the plate, using optical character recognition. This interpretation is then immediately checked against any license plate numbers that have been uploaded into the onboard, in-vehicle software system. Twice a day, the License Plate Reader File (known as the HotList), a list of license plate numbers from the Washington Crime Information Center (WACIC) and the FBI's National Crime Information Center (NCIC), is uploaded into the ALPR system (via a connection to WACIC), which is a source of "hits" for the license plate reader system. The license plate numbers compiled on the HotList "may be stolen vehicles, vehicles wanted in conjunction with felonies, wanted persons, and vehicles subject to seizure based on federal court orders" (WSP Memorandum of Understanding No. C141174GSC; March 11, 2014). Other sources include the City of Seattle Municipal Court's scofflaw list and content uploaded for overtime and metered parking enforcement (which are covered in the Parking Enforcement Systems SIR). No ALPR data collected by SPD are automatically uploaded into any system outside of SPD.

SPD contracts with Axon to provide both ALPR enabled in-car video hardware and software for the Fleet 3 Hub software system through which camera reads are interpreted and administrative control is managed. This includes the ability to set and verify retention periods, track and log user activity, view camera "read" and "hit" data, and manage user permissions.

The configuration is designed such that the cameras capture the images and filter the reads through the linked Fleet 3 Hub software to determine if/when a hit occurs.

When the software identifies a hit, it issues an audible alert, and a visual notification informs the user which list the hit comes from – HotList; Scofflaw; time-restricted overtime parking.

A "HIT" triggers a chain of responses from the user that includes visual confirmation that the computer interpretation of the camera image is accurate, and the officer verbally checks with Dispatch for confirmation that the license plate is truly of interest before any action is taken. This is done to ensure the system is accurately reading license plates. When an inaccuracy is detected, users may choose to enter a note into the system that the "hit" was a misread.

All data collected by the ALPR systems – images, computer-interpreted license plate numbers, date, time, and GPS location – are stored and retained for 90 days. After 90 days, all data collected by the ALPR systems is automatically deleted (unless it has been flagged as serving an investigative purpose – in which case, it is included in an investigation file).

### **2.4 Describe how the project or use of technology relates to the department's mission.**

The mission of the Seattle Police Department is to prevent crime, enforce the law, and support quality public safety by delivering respectful, professional, and dependable police services. SPD's department priorities include the use of best practices that include officer safety guidelines and performance-based accountability to provide progressive and responsive police services to crime victims, witnesses, and all members of the community, and to structure the organization to support the SPD mission and field a well-trained sworn and non-sworn workforce that uses technology, training, equipment, and research strategically and effectively.

Seattle Police Department uses ALPR technology in its pursuit of maintaining public safety and enforcing applicable laws related to stolen vehicles and other crimes.

### **2.5 Who will be involved with the deployment and use of the project / technology?**

All SPD vehicles with onboard in-car video will have ALPR functionality enabled. All sworn SPD officers will be trained in the use of the in-car video with ALPR enabled functionality.

## **3.0 Use Governance**

Provide an outline of any rules that will govern the use of the project / technology. Please note: non-City entities contracting with the City are bound by restrictions specified in the surveillance ordinance and privacy principles and must provide written procedures for how the entity will comply with any restrictions identified.

**3.1 Describe the processes that are required prior to each use, or access to/ of the project / technology, such as a notification, or check-in, check-out of equipment.**

The ALPR system is used passively to receive reads and hits, actively to coordinate resources during an active event, or for investigative purposes based on historical reads. All officers equipped with an ALPR system will be trained prior to gaining any access to the ALPR system. Once this training has been verified with the ALPR administrator, users are given access and must log into the system with unique login and password information whenever they employ the technology. They remained logged into the system the entire time that the ALPR system is in operation. The login and use history is logged and can be audited. Patrol Officers are assigned the vehicles to use while on-shift. Access to the historical reads is limited to specific authorized individuals permanently assigned to the Real Time Crime Center and/or Intelligence Units and who have completed training on the ALPR system. If individuals are transferred out of those units, their permissions to the system will be revoked. Any request to search the historical reads by any officer must be accompanied by a written request identifying the requestor, the reason for the search, including the reasonable suspicion or probable cause and the associated case number, and submitted to an authorized individual to perform the search. As with all access to the ALPR system, every access and search is logged in the system. Access and use of the system will be audited by the SPD Audit Unit and the Office of the Inspector General.~~Prior to gaining access to the ALPR system, potential users must be trained. Once this training has been verified with the ALPR administrator, users are given access and must log into the system with unique login and password information whenever they employ the technology. They remained logged into the system the entire time that the ALPR system is in operation. The login and use history is logged and can be audited.~~

~~Patrol Officers are assigned the vehicles to use while on-shift.~~

**3.2 List the legal standards or conditions, if any, that must be met before the project / technology is used.**

ALPR systems can be used during routine patrol, specific to a criminal investigation (i.e., to locate a stolen vehicle), or parking enforcement as per SPD Policy 16.170. The policy requires that users must be trained; they must be certified in A Central Computerized Enforcement Service System (ACCESS) – a computer controlled communications system maintained by Washington State Patrol that extracts data from multiple repositories, including Washington Crime Information Center, Washington State Identification System, the National Crime Information Center, the Department of Licensing, the Department of Corrections Offender File, the International Justice and Public Safety Network, and PARKS - and trained in the proper use of ALPR. In addition, the policy limits use of the technology to strictly routine patrol or criminal investigation. Further, the policy clarifies that users may only request access to historical ALPR data when that data relates to a specific criminal investigation as described above. A record of these requests is maintained by the ALPR administrator and subject to auditing by SPD Audit Unit and the Office of the Inspector General.~~ALPR systems can be used during routine patrol, specific to a criminal investigation (i.e., to locate a stolen vehicle), or parking enforcement as per SPD Policy 16.170.~~

~~The policy requires that users must be trained; they must be certified in A Central Computerized Enforcement Service System (ACCESS) – a computer controlled communications system maintained by Washington State Patrol that extracts data from multiple repositories, including Washington Crime Information Center, Washington State Identification System, the National Crime Information Center, the Department of Licensing, the Department of Corrections Offender File, the International Justice and Public Safety Network, and PARKS – and trained in the proper use of ALPR. In addition, the policy limits use of the technology to strictly routine patrol or criminal investigation. Further, the policy clarifies that users may only access ALPR data when that data relates to a specific criminal investigation. A record of these requests is maintained by the ALPR administrator.~~

**3.3 Describe the policies and training required of all personnel operating the project / technology, and who has access to ensure compliance with use and management policies.**

SPD Policy 16.170 addresses Automatic License Plate Readers. The policy requires that users must be trained; they must be certified in A Central Computerized Enforcement Service System (ACCESS) – a computer controlled communications system maintained by Washington State Patrol that extracts data from multiple repositories, including Washington Crime Information Center, Washington State Identification System, the National Crime Information Center, the Department of Licensing, the Department of Corrections Offender File, the International Justice and Public Safety Network, and PARKS - and trained in the proper use of ALPR. Further, the policy clarifies that users may only request access to historical ALPR data when that data relates to a specific criminal investigation as described above. A record of these requests is maintained by the ALPR administrator and subject to auditing by SPD Audit Unit and the Office of the Inspector General.~~SPD Policy 16.170 addresses Automatic License Plate Readers. The policy requires that users must be trained; they must be certified in A Central Computerized Enforcement Service System (ACCESS) – a computer controlled communications system maintained by Washington State Patrol that extracts data from multiple repositories, including Washington Crime Information Center, Washington State Identification System, the National Crime Information Center, the Department of Licensing, the Department of Corrections Offender File, the International Justice and Public Safety Network, and PARKS – and trained in the proper use of ALPR. In addition, the policy limits use of the technology to strictly routine patrol or criminal investigation. Further, the policy clarifies that users may only access ALPR data when that data relates to a specific criminal investigation. A record of these requests is maintained by the ALPR administrator.~~

~~SPD’s Audit Unit monitors compliance for ALPR use for Patrol.~~

## 4.0 Data Collection and Use

### 4.1 Provide details about what information is being collected from sources other than an individual, including other IT systems, systems of record, commercial data aggregators, publicly available data and/or other City departments.

Data collected from ALPR includes license plate image, computer-interpreted read of the license plate number, date, time, and GPS location.

All ALPR-equipped vehicles upload a daily HotList that contains only license plate numbers, with the associated states, that are under active search warrant from NCIC and WASIC.

### 4.2 What measures are in place to minimize inadvertent or improper collection of data?

When the ALPR system registers a hit – a match to license plate number listed on the HotList (as described in 2.3 above) - the user must verify accuracy before taking any action. For instance, when the system registers a hit on a stolen vehicle, the user must visually verify that the system accurately read the license plate and, if so, must then contact Dispatch to verify accuracy of the hit – that the vehicle is actually listed as stolen. Only then does the user take action.

Unless a hit has been flagged for investigation and exported from the database for this purpose, all captured data will be automatically deleted after 90 days, per department retention policy.

### 4.3 How and when will the project / technology be deployed or used? By whom? Who will determine when the project / technology is deployed and used?

In-car video systems with enabled ALPR will be used in Patrol on a daily basis by authorized police officers (see 2.5 above).

### 4.4 How often will the technology be in operation?

In-car video systems with enabled ALPR will be used in Patrol on a daily basis by authorized police officers (see 2.5 above).

### 4.5 What is the permanence of the installation? Is it installed permanently, or temporarily?

Fleet-wide ALPR is a component of permanently installed in-car video.

### 4.6 Is a physical object collecting data or images visible to the public? What are the markings to indicate that it is in use? What signage is used to determine department ownership and contact information?

Fleet-wide ALPR is a component of permanently installed in-car video. Most SPD vehicles which have in-car video units installed are clearly marked as police vehicles. In-car video with enabled ALPR is installed in a few unmarked SPD vehicles which also have in-car video units.

#### **4.7 How will data that is collected be accessed and by whom?**

Only authorized users can access the data collected by ALPR. Per [SPD Policy 16.170](#), authorized users must access the data only for active investigations and all activity by users in the system is logged and can be audited. SPD personnel within specific investigative units have access to ALPR data during its retention window of 90 days, during which time they can reference the data if it relates to a specific investigation.

Data removed from the system/technology and entered into investigative files is securely inputted and used on SPD's password-protected network with access limited to detectives and identified supervisory personnel.

SPD employee access is controlled by SPD Manual Title 12 provisions governing Department Information Systems including [SPD Policy 12.040](#) - Department-Owned Computers, Devices & Software, [SPD Policy 12.050](#) - Criminal Justice Information Systems, [SPD Policy 12.080](#) – Department Records Access, Inspection & Dissemination, [SPD Policy 12.110](#) – Use of Department E-mail & Internet Systems, and [SPD Policy 12.111](#) – Use of Cloud Storage Services.

#### **4.8 If operated or used by another entity on behalf of the City, provide details about access, and applicable protocols.**

ALPR systems are operated and used only by SPD personnel.

#### **4.9 What are acceptable reasons for access to the equipment and/or data collected?**

Users can only access the equipment for purposes earlier outlined (see 1.0) – recovery of lost or stolen property, to assist with active investigations, Scofflaw Law enforcement, and parking enforcement. Per SPD [Policy 16.170](#), “ALPR may be used during routine patrol or any criminal investigation,” and users can access “patrol ALPR data only when the data relates to a specific criminal investigation.”

#### **4.10 What safeguards are in place for protecting data from unauthorized access (encryption, access control mechanisms, etc.) And to provide an audit trail (viewer logging, modification logging, etc.)?**

Individuals can only access the ALPR system via unique login credentials. Hardware systems can only be accessed in-vehicle. As previously noted, all activity in the system is logged and can be audited.

SPD's Audit Unit can conduct an audit of the system at any time. The Office of Inspector General and the federal monitor can also access all data and audit for compliance at any time.

## 5.0 Data Storage, Retention and Deletion

### 5.1 How will data be securely stored?

All data collected from the ALPR system is stored, maintained, and managed in a CJIS certified evidence retention platform. Retention is automated, such that unless a record is identified as being related to a criminal investigation and exported in support of that investigation, all ALPR data is deleted after 90 days. No backup data is captured or retained.

### 5.2 How will the owner allow for departmental and other entities, to audit for compliance with legal deletion requirements?

SPD's Audit Unit can conduct an audit of any SPD system at any time. In addition, the Office of Inspector General can access all data and audit for compliance at any time.

SPD conducts periodic reviews of audit logs and they are available for review at any time by the Seattle Intelligence Ordinance Auditor under the City of Seattle Intelligence Ordinance. The software automatically alerts users of data that must be deleted under legal deletion requirements such as 28 CFR Part 23.

### 5.3 What measures will be used to destroy improperly collected data?

Once a license plate has been read, this data is automatically retained for a period of 90 days. Unless the data is needed for a specific investigation, it is automatically deleted after 90 days.

### 5.4 which specific departmental unit or individual is responsible for ensuring compliance with data retention requirements?

Seattle City IT, in conjunction with SPD's ALPR administrator, is responsible for ensuring compliance with data retention requirements. Additionally, external audits by OIG and the Federal Monitor can review and ensure compliance, at any time.

## 6.0 Data Sharing and Accuracy

### 6.1 Which entity or entities inside and external to the City will be data sharing partners?

No person, outside of SPD, has direct access to the ALPR system or the data while it resides in the system.

Data obtained from the system may be shared outside SPD as required by law.

Data may be shared with outside entities in connection with criminal investigations and prosecutions:

- Seattle City Attorney’s Office
- King County Prosecuting Attorney’s Office
- King County Department of Public Defense
- Private Defense Attorneys
- Seattle Municipal Court
- King County Superior Court
- Similar entities where prosecution is in Federal or other State jurisdictions

Data may be made available to requesters pursuant to the Washington Public Records Act, [Chapter 42.56 RCW](#) (“PRA”). SPD will apply applicable exemptions to the data before disclosing to a requester. Individuals have the right to inspect criminal history record information maintained by the department ([RCW 10.97.030](#), [SPD Policy 12.050](#)). Individuals can access their own information by submitting a public disclosure request.

Per [SPD Policy 12.080](#), the Crime Records Unit is responsible for receiving, recording, and responding to requests “for General Offense Reports from other City departments and from other law enforcement agencies, as well as from insurance companies.”

Discrete pieces of data collected by the ALPR may be shared with other law enforcement agencies in wanted bulletins, and in connection with law enforcement investigations jointly conducted with those agencies, or in response to requests from law enforcement agencies investigating criminal activity as governed by [SPD Policy 12.050](#) and [12.110](#). All requests for data from Federal Immigration and Customs Enforcement (ICE) authorities are referred to the Mayor’s Office Legal Counsel in accordance with the Mayoral Directive, dated February 6, 2018.

SPD shares data with authorized researchers pursuant to properly executed research and confidentiality agreements as provided by [SPD Policy 12.055](#). This sharing may include discrete pieces of data related to specific investigative files collected by the ALPR system.

## 6.2 Why is data sharing necessary?

Data sharing is frequently necessary during the course of a criminal investigation to follow up on leads and gather information on suspects from outside law enforcement agencies. Cooperation between law enforcement agencies is an essential part of the investigative process.

Products developed using this information may be shared with other law enforcement agencies. All products created with the information used in this project will be classified as Law Enforcement Sensitive. Any bulletins will be marked with the following restrictions: LAW ENFORCEMENT SENSITIVE — DO NOT LEAVE PRINTED COPIES UNATTENDED — DISPOSE OF IN SHREDDER ONLY – NOT FOR PUBLIC DISPLAY OR DISTRIBUTION — DO NOT FORWARD OR COPY.

### 6.3 Are there any restrictions on non-City data use?

Yes  No

**6.3.1 If you answered yes, provide a copy of the department’s procedures and policies for ensuring compliance with these restrictions.**

Law enforcement agencies receiving criminal history information are subject to the requirements of [28 CFR Part 20](#). In addition, Washington State law enforcement agencies are subject to the provisions of [WAC 446-20-260](#), and [RCW Chapter 10.97](#).  
Once disclosed in response to PRA request, there are no restrictions on non-City data use; however, applicable exemptions will be applied prior to disclosure to any requestor who is not authorized to receive exempt content.

**6.4 How does the project/technology review and approve information sharing agreements, memorandums of understanding, new uses of the information, new access to the system by organizations within City of Seattle and outside agencies?**

Research agreements must meet the standards reflected in [SPD Policy 12.055](#). Law enforcement agencies receiving criminal history information are subject to the requirements of [28 CFR Part 20](#). In addition, Washington State law enforcement agencies are subject to the provisions of [WAC 446-20-260](#), and [RCW Chapter 10.97](#).  
Following Council approval of the SIR, SPD must seek Council approval for any material change to the purpose or manner in which the [system or technology] may be used.

**6.5 Explain how the project/technology checks the accuracy of the information collected. If accuracy is not checked, please explain why.**

System users are trained to visually verify accuracy, comparing a license plate hit to the physical plate/vehicle that the system read before taking any action. If they note a misread, they can enter a note into the system recognizing the read, as such. If they cannot verify visually, no action is taken.

**6.6 Describe any procedures that allow individuals to access their information and correct inaccurate or erroneous information.**

Individuals may request records pursuant to the PRA, and individuals have the right to inspect criminal history record information maintained by the department ([RCW 10.97.030](#), [SPD Policy 12.050](#)). Individuals can access their own information by submitting a public disclosure request.

## **7.0 Legal Obligations, Risks and Compliance**

**7.1 What specific legal authorities and/or agreements permit and define the collection of information by the project/technology?**

ALPR use is not legally constrained at the local, state, or federal level. Instead, retention of data is restricted. SPD retains license plate data that is not case specific (i.e., related to an investigation) for 90 days.

Case specific data is maintained for the retention period applicable to the specific case type.

**7.2 Describe what privacy training is provided to users either generally or specifically relevant to the project/technology.**

SPD Policy 12.050 mandates that all employees receive Security Awareness Training (Level 2), and all employees also receive City Privacy Training. All SPD employees must adhere to laws, City policy, and Department Policy (SPD Policy 5.001), many of which contain specific privacy requirements. Any employees suspected of being in violation of laws or policy or other misconduct are subject to discipline, as outlined in SPD Policy 5.002.

**7.3 Given the specific data elements collected, describe the privacy risks identified and for each risk, explain how it was mitigated. Specific risks may be inherent in the sources or methods of collection, or the quality or quantity of information included.**

Each component of data collected, on its own, does not pose a privacy risk. Paired with other known or auditable information, however, an individual may be able to personally identify owners of vehicles, and then use that information to determine, to a certain degree, where specific vehicles have been located. Because SPD's fleet-wide ALPR cameras are not fixed in location and records are only retained for 90 days, privacy risk is substantially mitigated because of the limited ability to identify vehicle patterns.

Per [SPD Policy 16.170](#), general users of ALPR are restricted from accessing the data, except as it relates to a specific criminal investigation. Any activity by a user to access this information is logged and auditable. The PRA requires release of collected ALPR data, however, making it possible for members of the general public to make those identification connections on their own if they have access to the information necessary to do so, such as an independent knowledge of a particular individual's license plate number.

**7.4 Is there any aspect of the project/technology that might cause concern by giving the appearance to the public of privacy intrusion or misuse of personal information?**

As mentioned in 7.3, the data could be used to personally identify individuals; however, SPD policy prohibits the use of data collected by ALPR to be used in any capacity beyond its relation to a specific criminal investigation or parking enforcement action. Additionally, all collected data that is not relevant to an active investigation is automatically deleted after 90 days of collection.

## **8.0 Monitoring and Enforcement**

**8.1 Describe how the project/technology maintains a record of any disclosures outside of the department.**

Data collected by ALPR is only disclosed pursuant to the public under the PRA. The only data available for disclosure is that data which remains in the system within the 90-day retention window.

Per [SPD Policy 12.080](#), the Crime Records Unit is responsible to receive and record all requests “for General Offense Reports from other City departments and from other law enforcement agencies, as well as from insurance companies.”

Any requests for disclosure are logged by SPD’s Public Disclosure Unit. Any action taken, and data released subsequently, is then tracked through the request log. Responses to Public Disclosure Requests, including responsive records provided to a requestor, are retained by SPD for two years after the request is completed.

**8.2 What auditing measures are in place to safeguard the information, and policies that pertain to them, as well as who has access to the audit data? Explain whether the project/technology conducts self-audits, third party audits or reviews.**

The ALPR system does not self-audit. Instead, third party audits exist, as follows: 1) The ALPR administrator has the responsibility of managing the user list and ensuring proper access to the system; 2) The Federal Monitor can conduct an audit at any time; and 3) the OIG can also conduct an audit. Violations of policy may result in referral to Office of Police Accountability (OPA).

SPD’s Audit Unit personnel can also conduct audits of all data collection software and systems. Additionally, any appropriate auditor, including the Office of Inspector General and the federal monitor can audit for compliance at any time.

# Financial Information

## Purpose

This section provides a description of the fiscal impact of the surveillance technology, as required by the surveillance ordinance.

### 1.0 Fiscal Impact

Provide a description of the fiscal impact of the project/technology by answering the questions below.

#### 1.1 Current or potential sources of funding: initial acquisition costs.

Current  potential

Date of initial acquisition	Date of go live	Direct initial acquisition cost	Professional services for acquisition	Other acquisition costs	Initial acquisition funding source
2024	2024	\$0	-	-	

Notes:

The hardware needed for the fleet-wide ALPR system is part of SPD’s in-car video system, so there are no acquisition costs associated with turning the ALPR portion on.

#### 1.2 Current or potential sources of funding: on-going operating costs, including maintenance, licensing, personnel, legal/compliance use auditing, data retention and security costs.

Current  potential

Annual maintenance and licensing	Legal/compliance, audit, data retention and other security costs	Department overhead	IT overhead	Annual funding source
\$280,000	-	\$77,000	TBD	General Fund

Notes:

The costs for fleet-wide ALPR software, hardware, maintenance, and support are annual and ongoing.

### **1.3 Cost savings potential through use of the technology**

There are not expected to be any cost savings from this technology, only increased ability to locate stolen and wanted vehicles.

### **1.4 Current or potential sources of funding including subsidies or free products offered by vendors or governmental entities**

## Expertise and References

### Purpose

The following information is provided to ensure that Council has a group of experts to reference while reviewing the completed surveillance impact report (“SIR”). Any individuals or agencies referenced must be made aware ahead of publication that their information has been included. All materials must be available for Council to access or review, without requiring additional purchase or contract.

### 1.0 Other Government References

Please list any other government bodies that have implemented this technology and can speak to the implementation of this technology.

Agency, municipality, etc.	Primary contact	Description of current use
Washington State Patrol		

### 2.0 Academics, Consultants, and Other Experts

Please list any experts in the technology under consideration, or in the technical completion of the service or function the technology is responsible for.

Agency, municipality, etc.	Primary contact	Description of current use
Bryce Newell, PhD	Brycnewell@uky.edu	“Transparent Lives and the Surveillance State: Policing, New Visibility, and Information Policy” – A Dissertation

### 3.0 White Papers or Other Documents

Please list any authoritative publication, report or guide that is relevant to the use of this technology or this type of technology.

Automated License Plate Recognition Systems: Policy and Operational Guidance for Law Enforcement	US Department of Justice (federally-funded grant report)	<a href="https://www.ncjrs.gov/pdffiles1/nij/grants/239604.pdf">https://www.ncjrs.gov/pdffiles1/nij/grants/239604.pdf</a>
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# Racial Equity Toolkit (“RET”) and engagement for public comment worksheet

## Purpose

Departments submitting a SIR are required to complete an adapted version of the Racial Equity Toolkit (“RET”) in order to:

- Provide a framework for the mindful completion of the SIR in a way that is sensitive to the historic exclusion of vulnerable and historically underrepresented communities. Particularly, to inform the public engagement efforts departments will complete as part of the surveillance impact report.
- Highlight and mitigate any impacts on racial equity from the adoption and the use of the technology.
- Highlight and mitigate any disparate impacts on individuals or vulnerable communities.
- Fulfill the public engagement requirements of the surveillance impact report.

## Adaptation of the RET for Surveillance Impact Reports

The RET was adapted for the specific use by the Seattle Information Technology Departments’ (“Seattle IT”) Privacy Team, the Office of Civil Rights (“OCR”), and Change Team members from Seattle IT, Seattle City Light, Seattle Fire Department, Seattle Police Department, and Seattle Department of Transportation.

## Racial Equity Toolkit Overview

The vision of the Seattle Race and Social Justice Initiative (“RSJI”) is to eliminate racial inequity in the community. To do this requires ending individual racism, institutional racism and structural racism. The RET lays out a process and a set of questions to guide the development, implementation and evaluation of policies, initiatives, programs, and budget issues to address the impacts on racial equity.

### 1.0 Set Outcomes

**1.1. Seattle City Council has defined the following inclusion criteria in the surveillance ordinance, and they serve as important touchstones for the risks departments are being asked to resolve and/or mitigate. Which of the following inclusion criteria apply to this technology?**

- The technology disparately impacts disadvantaged groups.
- There is a high likelihood that personally identifiable information will be shared with non-City entities that will use the data for a purpose other than providing the City with a contractually agreed-upon service.
- The technology collects data that is personally identifiable even if obscured, de-identified, or anonymized after collection.
- The technology raises reasonable concerns about impacts to civil liberty, freedom of speech or association, racial equity, or social justice.

## 1.2 What are the potential impacts on civil liberties through the implementation of this technology? How is the department mitigating these risks?

Without appropriate policy, license plate data could be paired with other identifiable information about individuals that could be used to identify individuals without reasonable suspicion of having committed a crime, or to data mine for information that is not incidental to any active investigation. [SPD Policy 16.170](#) mitigates this concern by limiting operation to solely routine patrol, criminal investigations, and parking enforcement.

## 1.3 What are the risks for racial or ethnicity-based bias through each use or deployment of this technology? How is the department mitigating these risks?

Include a description of any issues that may arise such as algorithmic bias or the possibility for ethnic bias to emerge in people and/or system decision-making.

Trust in SPD is impacted by its treatment of all individuals. Equity in treatment, regardless of actual or perceived race, gender, sex, sexual orientation, country of origin, religion, ethnicity, age, and ability is critical to establishing and maintaining trust.

Per the [2016 Race and Social Justice Initiative Community Survey](#), measuring “the perspectives of those who live, work, and go to school in Seattle, including satisfaction with City services, neighborhood quality, housing affordability, feelings about the state of racial equity in the city, and the role of government in addressing racial inequities,” 56.1% of African American/Black respondents, 47.3% of Multiracial respondents, and 47% of Indian/Alaska Native respondents have little to no confidence in the police to do a good job enforcing the law, as compared with 31.5% of White respondents. Further, while 54.9% of people of color have a great deal or fair amount of confidence in the police to treat people of color and White people equally, 45.1% of people of color have little to no confidence in the police to treat people equitably. This is contrasted with White respondents, of which 67.5% have a great deal or fair amount of confidence in the police to treat people of color and White people equally. This may be rooted in feelings of disparate types of contact with the police, across racial groups. While 14.3% of White respondents, 14.7% of Asian/Pacific Islander respondents, and 16.7% of Latino/Hispanic respondents reported being questioned by the police, charged, or arrested when they had not committed a crime, some communities of color reported much higher rates (American Indian/Alaska Native -52.7%; Black/African American - 46.8%; and Multiracial - 36.8%) of this type of contact with the criminal justice system.

As it relates to ALPR, it is important that SPD continue to follow its policy of limiting use of the technology to strictly routine patrol or criminal investigation, as well as limiting access to ALPR data to only instances in which it relates to a specific criminal investigation. Further, continuing to audit the system on a regular basis, provides a measure of accountability. In doing so, SPD can mitigate the appearance of disparate treatment of individuals based on factors other than true criminal activity.

### 1.4 Where in the City is the technology used or deployed?

all Seattle neighborhoods

- |   |  |
|---|--|
| <input type="checkbox"/> Ballard                | <input type="checkbox"/> Northwest   |
| <input type="checkbox"/> Belltown               | <input type="checkbox"/> Madison Park / Madison Valley                         |
| <input type="checkbox"/> Beacon Hill            | <input type="checkbox"/> Magnolia  |
| <input type="checkbox"/> Capitol Hill           | <input type="checkbox"/> Rainier Beach   |
| <input type="checkbox"/> Central District       | <input type="checkbox"/> Ravenna / Laurelhurst                                 |
| <input type="checkbox"/> Columbia City          | <input type="checkbox"/> South Lake Union / Eastlake                           |
| <input type="checkbox"/> Delridge               | <input type="checkbox"/> Southeast   |
| <input type="checkbox"/> First Hill             | <input type="checkbox"/> Southwest   |
| <input type="checkbox"/> Georgetown             | <input type="checkbox"/> South Park  |
| <input type="checkbox"/> Greenwood / Phinney    | <input type="checkbox"/> Wallingford / Fremont                                 |
| <input type="checkbox"/> International District | <input type="checkbox"/> West Seattle  |
| <input type="checkbox"/> Interbay               | <input checked="" type="checkbox"/> King county (outside Seattle) (Mutual Aid) |
| <input type="checkbox"/> North                  | <input checked="" type="checkbox"/> Outside King County (Mutual Aid)           |
| <input type="checkbox"/> Northeast              |  |

If possible, please include any maps or visualizations of historical deployments / use.

If possible, please include any maps or visualizations of historical deployments / use here.

**1.4.1 What are the racial demographics of those living in this area or impacted by these issues?**

City of Seattle demographics: White - 69.5%; Black or African American - 7.9%; Amer. Indian & Alaska Native - 0.8%; Asian - 13.8%; Native Hawaiian & Pacific Islander - 0.4%; Other race - 2.4%; Two or more races - 5.1%; Hispanic or Latino ethnicity (of any race): 6.6%; Persons of color: 33.7%.

King County demographics: White – 70.1%; Black or African American – 6.7%; American Indian & Alaskan Native – 1.1%; Asian, Native Hawaiian, Pacific Islander – 17.2%; Hispanic or Latino (of any race) – 9.4%

**1.4.2 How does the Department to ensure diverse neighborhoods, communities, or individuals are not specifically targeted through the use or deployment of this technology?**

Per [SPD Policy 16.170](#), “Before employees operate the ALPR system or access ALPR data, they will complete Department training on the proper and lawful use of the system.” [SPD Policy 5.140](#) forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures.

Also, by equipping all in-car video throughout the department with ALPR, deployment of this system becomes non-discretionary.

**1.5 How do decisions around data sharing have the potential for disparate impact on historically targeted communities? What is the department doing to mitigate those risks?**

Historically targeted communities have often been denied the same opportunities for information privacy as the majority populations. Data sharing has the potential to be a contributing factor to structural racism and thus creating a disparate impact on historically targeted communities. In an effort to mitigate this possibility, SPD has established policies regarding the dissemination of data in connection with criminal prosecutions, Washington Public Records Act (Chapter 42.56 RCW), and other authorized researchers. Further, [SPD Policy 5.140](#) forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures.

**1.6 How do decisions around data storage and retention have the potential for disparate impact on historically targeted communities? What is the department doing to mitigate those risks?**

As with decisions around data sharing, data storage and retention have similar potential for disparate impact on historically targeted communities.

Further, [SPD Policy 5.140](#) forbids bias-based policing and outlines processes for reporting and documenting any suspected bias-based behavior, as well as accountability measures.

**1.7 What are potential unintended consequences (both negative and positive potential impact)? What proactive steps can you can / have you taken to ensure these consequences do not occur.**

Without appropriate policy, license plate data could be paired with other identifiable information about individuals that could be used to identify individuals without reasonable suspicion of having committed a crime, or to data mine for information that is not incidental to any active investigation. [SPD Policy 16.170](#) mitigates this concern by limiting operation to solely routine patrol, criminal investigations, and parking enforcement. 90-day data retention also mitigates the risk of improper identification of community members.

## 2.0 Public Outreach

### 2.1 Organizations who received a personal invitation to participate.

Public meetings are not required as part of the material change process; public comment was open from November to December 2023. General data can be found below and detailed public comment can be found in the appendix at the end of the document.

The initial public meeting information can be found in the original SIR (CB 120025).

## 3.0 Public Comment Analysis

This section will be completed after the public comment period has been completed on [DATE] by Privacy Office staff.

### 3.1 Summary of Response Volume

220 public comments were received during the public comment period. Below is the demographic data for public comment via Microsoft forms.

### 3.2 Question One: What concerns, if any, do you have about the use of this technology?

Please see appendix at end of document for detailed public comment.

### 3.3 Question Two: What value, if any, do you see in the use of this technology?

Please see appendix at end of document for detailed public comment.

### 3.4 Question Three: What would you want City leadership to consider when making a decision about the use of this technology?

Please see appendix at end of document for detailed public comment.

### 3.5 Question Four: General response to the technology.

Please see appendix at end of document for detailed public comment.

### 3.5 General Surveillance Comments

These are comments received that are not particular to any technology currently under review.

Please see appendix at end of document for detailed public comment.

## 4.0 Response to Public Comments

This section will be completed after the public comment period has been completed on [DATE].

### 4.1 How will you address the concerns that have been identified by the public?

What program, policy and partnership strategies will you implement? What strategies address immediate impacts? Long-term impacts? What strategies address root causes of inequity listed above? How will you partner with stakeholders for long-term positive change?

## 5.0 Equity Annual Reporting

### 5.1 What metrics for this technology be reported to the CTO for the annual equity assessments?

## Privacy and Civil Liberties Assessment

### Purpose

This section shall be completed after public engagement has concluded and the department has completed the racial equity toolkit section above. The privacy and civil liberties assessment is completed by the community surveillance working group (“working group”), per the surveillance ordinance which states that the working group shall:

“Provide to the executive and the City Council a privacy and civil liberties impact assessment for each SIR that must be included with any departmental request for surveillance technology acquisition or in-use approval. The impact assessment shall include a description of the potential impact of the surveillance technology on civil rights and liberties and potential disparate impacts on communities of color and other marginalized communities. The CTO shall share with the working group a copy of the SIR that shall also be posted during the period of public engagement. At the conclusion of the public engagement period, the CTO shall share the final proposed SIR with the working group at least six weeks prior to submittal of the SIR to Council for approval. The working group shall provide its impact assessment in writing to the executive and the City Council for inclusion in the SIR within six weeks of receiving the final proposed SIR. If the working group does not provide the impact assessment before such time, the working group must ask for a two-week extension of time to City Council in writing. If the working group fails to submit an impact statement within eight weeks of receiving the SIR, the department and City Council may proceed with ordinance approval without the impact statement.”

### Working Group Privacy and Civil Liberties Assessment

A new Working Group Privacy and Civil Liberties Assessment is not required as part of the Surveillance Impact Report material update process. Please refer to the Privacy and Civil Liberties Assessment in the original SIR (CB 120025).

## Submitting Department Response

### Description

Provide the high-level description of the technology, including whether software or hardware, who uses it and where/when.

### Purpose

State the reasons for the use cases for this technology; how it helps meet the departmental mission; benefits to personnel and the public; under what ordinance or law it is used/mandated or required; risks to mission or public if this technology were not available.

### Benefits to the Public

Provide technology benefit information, including those that affect departmental personnel, members of the public and the City in general.

### Privacy and Civil Liberties Considerations

Provide an overview of the privacy and civil liberties concerns that have been raised over the use or potential mis-use of the technology; include real and perceived concerns.

### Summary

Provide summary of reasons for technology use; benefits; and privacy considerations and how we are incorporating those concerns into our operational plans.

## Appendix A: Glossary

**Accountable:** (taken from the racial equity toolkit.) Responsive to the needs and concerns of those most impacted by the issues you are working on, particularly to communities of color and those historically underrepresented in the civic process.

**Community outcomes:** (taken from the racial equity toolkit.) The specific result you are seeking to achieve that advances racial equity.

**Contracting equity:** (taken from the racial equity toolkit.) Efforts to achieve equitable racial outcomes in the way the City spends resources, including goods and services, consultants and contracting.

**DON:** “department of neighborhoods.”

**Immigrant and refugee access to services:** (taken from the racial equity toolkit.) Government services and resources are easily available and understandable to all Seattle residents, including non-native English speakers. Full and active participation of immigrant and refugee communities exists in Seattle’s civic, economic and cultural life.

**Inclusive outreach and public engagement:** (taken from the racial equity toolkit.) Processes inclusive of people of diverse races, cultures, gender identities, sexual orientations and socio-economic status. Access to information, resources and civic processes so community members can effectively engage in the design and delivery of public services.

**Individual racism:** (taken from the racial equity toolkit.) Pre-judgment, bias, stereotypes about an individual or group based on race. The impacts of racism on individuals including white people internalizing privilege, and people of color internalizing oppression.

**Institutional racism:** (taken from the racial equity toolkit.) Organizational programs, policies or procedures that work to the benefit of white people and to the detriment of people of color, usually unintentionally or inadvertently.

**OCR:** “Office of Civil Rights.”

**Opportunity areas:** (taken from the racial equity toolkit.) One of seven issue areas the City of Seattle is working on in partnership with the community to eliminate racial disparities and create racial equity. They include: education, health, community development, criminal justice, jobs, housing, and the environment.

**Racial equity:** (taken from the racial equity toolkit.) When social, economic and political opportunities are not predicted based upon a person’s race.

**Racial inequity:** (taken from the racial equity toolkit.) When a person’s race can predict their social, economic, and political opportunities and outcomes.

**RET:** “racial equity toolkit”

**Seattle neighborhoods:** (taken from the racial equity toolkit neighborhood.) Boundaries defined for the purpose of understanding geographic areas in Seattle.

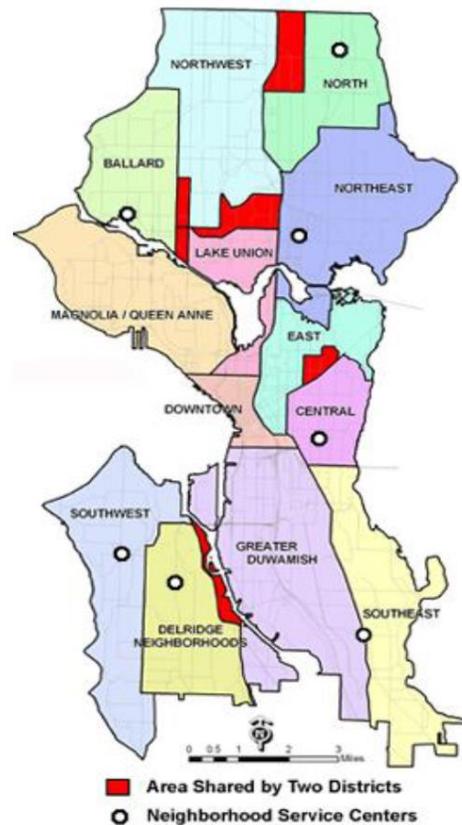
**Stakeholders:** (taken from the racial equity toolkit.) Those impacted by proposed policy, program, or budget issue who have potential concerns or issue expertise. Examples might include: specific racial/ethnic groups, other institutions like Seattle housing authority, schools, community-based organizations, change teams, City employees, unions, etc.

**Structural racism:** (taken from the racial equity toolkit.) The interplay of policies, practices and programs of multiple institutions which leads to adverse outcomes and conditions for communities of color compared to white communities that occurs within the context of racialized historical and cultural conditions.

**Surveillance ordinance:** Seattle City Council passed ordinance [125376](#), also referred to as the “surveillance ordinance.”

**SIR:** “surveillance impact report”, a document which captures the fulfillment of the Council-defined surveillance technology review process, as required by ordinance [125376](#).

**Workforce equity:** (taken from the racial equity toolkit.) Ensure the City's workforce diversity reflects the diversity of Seattle.



## Appendix B: Public Comment Analysis

### Responses to questions from the form:

#### 1. What concerns, if any, do you have about the use of this technology?

ID	What concerns, if any, do you have about the use of this technology?
1	the 90-day searchable database of license plate reads is concerning. While using the ALPRs to find stolen property makes sense, the database of reads violates individuals' freedoms of movement and association. It also sounds like a potential violation of 4th amendment rights: SPD can scan someone's plate who is not involved in a crime and that information can be repeatedly searched over the course of 90 days.
2	The long retention of data
3	This is surveillance that increases risks for the public at large without providing a clear benefit to the public.
4	So many. Tracking of citizens who have not committed a crime would be unconstitutional. This data will be abused, cops are thugs and will do anything for power. Data hacking, info requests, and any myriad of other issues could come up.  How many facists wanted to track everyone "just in case". Is 1% reduced crime worth my privacy, my views and my life? Nope
5	This is an insane surveillance overreach that has will cause more privacy violations than it will provide actual help in investigating actual crimes. Tracking and storing everyone's movements is so incredibly dystopian and I cannot believe this is even being considered. Just hire actual detectives and do real investigations.
6	Privacy, safety, accountability. The absurd claims that SPD can't delete these within two days, despite other forces doing it within minutes or hours. The ability of anyone to FOIA this information and use it to stalk, harass, or extort individuals.  I also have serious concerns about trusting SPD with this technology, given the many documented cases over the past half decade of SPD officers inappropriately using this technology against specific civilians for personal reasons.
7	None
8	You will allow too many people to be able to track EVERYONE. For no reason. Having this data just sitting there is an intrusion into the everyones privacy.
9	The lengthy amount of time the data is kept on innocent people and the public availability of the data. The system should only be allowed to report hits on vehicles that are wanted for some reason. Saving the data on locations of all vehicles and making it available to FOIA requests could enable stalkers to track and harass victims. It would also let companies suck up huge amounts of data on the movements of people which could be repackaged and sold to anyone.
10	I am concerned about my privacy and the security of my personal data. I'm not comfortable with my location data being collected without my consent, and with that being stored for any length of time, nor with it being available to anyone who makes a public records request. I do not think I should have to give up this privacy in order to use Seattle streets.

License plate data is stored for far longer than reasonably necessary.

11 License plates of vehicles not involved in any crime are identified and tracked.

Benefits of this technology are statistically negligible and do not justify the invasion of privacy of all citizens.

12 Invasion of privacy, rights, and misuse of the technology to track people and vehicles.

13 I have many concerns. My chest is to complain about police using budget to purchase license plate scanning technology for all patrol cars. It is gross misuse of funds, budget, tax dollars.

This is a huge invasion of privacy, especially with its massive 90-day retention period of captured images of  
14 license plates. Stop this proposal altogether, or require SPD discard captured images immediately if not attached to an open case.

15 There is ample historical evidence that police in general, and SPD officers in particular, abuse databases for personal reasons and to target vulnerable populations such as undocumented immigrants.

Not only is it a concern that police can track individuals moves without any trace of criminal activity but the fact  
16 that an individual could do a public records request for your license plate is a danger for domestic violence victims.

17 I'm extremely concerned with the tracking of peoples vehicles even when their plates are unflagged. SPD should not be allowed to retain these unflagged plates for longer than it takes to scan the number

Enabling stalkers and abusive people to track their victims. The SPD needs to focus on crime rather than collecting even more info to analyze. That they keep the info for an inordinate amount of time shows they are not in a  
18 position to use the data for anything worthwhile. Taking away our ability to travel without being stalked is a major invasion of our rights. No evidence this reduces crime. Spend the money on prevention programs, not on unneeded, unproven and invasive technology.

Risks to privacy. Data companies submitting public information requests to obtain license plate and location data,  
19 then aggregating that data for sale. Even though the police only store the data for 90 days, anyone can request that data every 90 days and make them available either for free or for a fee. Imagine a website where you can enter your neighbors license plate and you can see where they have been at any time.

There are extremely limited use cases for this technology and I don't see the value for either the SPD or the public. This system will not prevent, detect or deter crimes and is solely a data collection service for a branch of civil government with a history of abusing access to this type of information.

The cost could be better used in many other public services within the SPD, such as training and better screening  
20 of members of the police force for various abusive behaviors before they are members of the force.

The numbers from the existing use cases do not justify an expansion of this program and if anything, justify the termination of this service and the redistribution of the funding.

Tools that provide extensive surveillance information on random members of the public & gathered without cause need to be tightly controlled and regulated as there is little legitimate use for the system.

1. Documented history of abuse of official databases by police, explicitly including SPD. 2. Bad faith arguments supporting expansion. Why can other municipalities purge records in literally minutes but 21 Seattle requires an indefinite period? 3. Value. Given the budget is perpetually thin, extraordinary evidence should be required before spending on dragnet surveillance efforts.
22 This is an incredibly terrible idea. What if someone makes a public records request for this information? If they knew your license plate number they could track you throughout the city, which would be an enormous invasion of privacy. I do not trust the city government to keep this information secure, and beyond that I see this as an expansion of police powers (via automation) that I am strongly against.
23 Abuse of power, stalkers will easily be able to find victims,
24 None
25 Having spent a significant amount of time in Europe, I don't have any concerns with the use of this technology.
26 Invasion of privacy.
27 It allows corruption to be legalized. Allowing so much power to law enforcement officers or citizens is asking for corruption. As much as 2% of vehicles in Seattle are on the hit list. The other 98% of vehicles should not be under scrutiny to tempt officers to track them, violating motorists privacy nor citizens. It would also deviate from time officers could be using to track criminal activity and apprehend suspects. It would also allow for more time with the officer's eyes on the APRL database instead of the road.
28 Being a victim of stalking. Having my location available for public record for a very long period of time.
29 Everything about it. This doesn't belong in a freedom-oriented democracy. It feels like a surveillance state. It's a matter of principle.
30 Retaining all images for 90 days is too long. And allowing anyone to access it is an absolute invasion of privacy. Only implement this after you have become able to determine whether a plate matches one of concern within 3 minutes. Then you can do it, but purge all other info every 3 minutes
31 None. ALPR technology is good tech for fighting crime.
32 Several SPD officers, still on staff, have been caught using police databases and technology to harass and stalk community members. This would be another technology that these officers could use for stalking and harassment.
33 Well if I had to choose one glaringly disturbing concern i could choose out of several, it would be our government making it even easier for violent and dangerous predators access to such a data rich archive consisting of any persons usual routes, places of business, children's school locations, and place of residence and all they would need is to have the victims license plate number. This should horrify any human with a 4th grade reading level.
34 Just put on brown shirts, it'll be faster
35 It's unacceptable for SPD to retain license plate images for any durable period of time.
36 Police accessing records off duty.
37 I actually wanted to comment that this technology has helped local police to recover my '91 honda twice now and I am very much in favor of it.

That this information will be improperly used by individual malign actors in Seattle Police to target innocent people the officer has a bias against.

38 The this information will be used systemically by the Seattle Police Department to establish a surveillance system that tracks people without reasonable suspicion or probable cause, and that this would result in a violation of people's fourth amendment right to privacy.

This is a constitutional issue. A citizen should continue to have the right and privilege of travelling freely without 39 worrying about data collection or intrusion of this right. Unless a person is violating laws, then a citizen should be able to travel freely. Otherwise, this butts up again many violations of constitutional freedoms.

40 Concerns that this could be easily be abused, both by public inquiry (through public information request) and by the SPD itself.

I have many concerns, several around the potential for abuse of this system.

- It sounds like any license plate can be stored and tracked, meaning abusive people will be able to track their targets through public records requests. There needs to be strict limits on deleting data timely. The 90 day limit is far too high.

- Why are we allowing collection of license plate numbers that aren't connected to any crime? This should not be allowed.

- I'm wary in general of increased surveillance. I'm not convinced this would even be helpful in solving crimes right now.

41 - I think we need more privacy in general. This will mean one more entity tracking our every move.

- Cops are fundraising to do genetic testing, and we want to spend public money on something like this. We know genetic testing works, so let's be thoughtful on how we spend our money! Spend it on something that works. (<https://www.king5.com/article/news/crime/seattle-police-foundation-crowdfunding-dna-testing-cold-case/281-0a1c7cdb-1f9f-4395-91f9-fdc2068d5113>)

- I think this is too expensive. Cops are expensive already!! Can we make them more economical? I would prefer the city council spent more time addressing that question.

- I live near a police station. I imagine I'm already getting tracked. It would be nice if we had safeguards on this, as I'm not a fan of being tracked. Please consider that instead of expanding the use of this technology!

42 Privacy. Personal intrusion.

As an information security engineer, privacy and data security. I do not trust anyone to store this data. I believe 43 this is also a general invasion of privacy and I am strongly against mass surveillance. I do not even trust the city to properly control access to the data set and prevent abuse by city employees.

Automatically scanning license plates and making the data available for 90 days (or any length of time) is a significant breach of public safety and privacy. Once the data is available, there is no 90-day limit: parties 44 interested in the data will scrape it regularly and keep it/sell it in perpetuity. The data will also be used by for personal, political, and other reasons to target and track public figures, individuals (like spouses, significant others, children) to stalk, harass, and commit crimes, such as abducting children subject to custody disputes.

45 Big brother

Surveillance is stalking. Stop it. Police already have too much power. We certainly don't need them stalking us.

46 You know this will be used on communities of color, ex girlfriends or wives, in retaliation for complaints, etc. This is not a slippery slope but a landslide, destroying our freedom of movement. Next: see Hong Kong.

47 This is an unprecedented expansion of surveillance of the people in Seattle. It is warrant-less in both a legal and moral sense. It serves no purpose in line with its risks.

48 Gathering of surveillance data on people unconnected to crimes and police overstep.

49 Misuse, hacking.

50	The database this technology will compile (and the fact that SPD is allowed to hang on to this data for 90 days) can be easily exploited by police officers and the general public (via public records requests) to surveil anyone in Seattle, regardless of any law being broken or reasons to suspect a law will be broken. This seems like a violation of our civil right to privacy in our daily travel around the city.
51	It's unconstitutional 'big brother' surveillance.
52	Office of Police Accountability investigations have already shown that the SPD has abused this technology to track citizens for personal/non-crime related reasons
53	How long data on scans of license plates not on any hot list/non-hits are stored. 90 day retention policy is way too long, it creates a rolling 90 day map of where & when every car in Seattle was. This data can be requested by outside parties including law enforcement agencies in different states & private parties to create databases/maps showing where & when every car was in Seattle for much longer periods. Data on non-hits should not be retained beyond the few seconds it takes to check a license plate number against hot lists. There is no value in storing information on non-hits. And, there is no legitimate argument that it takes longer than a few seconds to check whether of not a license plate is on a hot-list.
54	I have no concerns, it will help reduce crime
55	Privacy. I do not need the Seattle Police tracking my movements and keeping that information in a publicly available database. Trust. The Seattle Police cannot be trusted with this information. As you might recall, they were placed under federal supervision because they are unable to uphold our constitutional rights. Accountability. The Seattle Police oppose accountability.
56	This is an incredibly irresponsible system with vast potential for misuse and by SPD's own data has extremely limited investigative use. Only .2%-1% of license plates can be tied to an investigation while the remaining 99%+ have nothing to do with an investigation and can be publicly queried. This is incredibly irresponsible and ineffective policing. I oppose the use of this technology entirely and find the data security policies laughably naive.
57	Ninety day retention of data especially for vehicles that didn't match any crimes at the time of scanning is a massive privacy violation. Other states require data on scanned plates that don't match to be deleted within MINUTES of the scan, not retained for months available to anyone. Members of the police force have regularly used data access for abuse of intimate partners for example, never mind people in the public doing PDRs and using the data abusively.
58	further increasing our dystopian police state
59	Police state invasion of privacy by a fascist, racist right wing institution we call SPD.
60	Privacy. This amounts to location tracking of most people who have cars
61	I have no concerns about the use of this technology
62	A publicly (or privately, given SPD's bad apples and their track records) database of all license plates, even those uninvolved with a crime that extends back three months is a massive privacy concern. SPD seems hellbent on acting as the security force for a futuristic dystopia where all members of Seattle society are tracked and traced "just in case". Not to mention this is what I imagine will be a taxpayer burden when the council just pushed through ShotSpotter. This kind of expansion of the SPD's power can only end in tears and bloodshed.
63	Retaining license records for all drivers even when unconnected to a crime is a severe invasion of privacy. Especially considering anyone can obtain the records. I dont want to live in a surveillance state.
64	Reasonable and trustworthy oversight of police using it
65	Overreaching surveillance with no warrant or due cause
66	I have privacy concerns that my data will be stored and mishandled.

67 Invasion of privacy

I am concerned that it will make everyone capable of being easily stalked and targeted, by government agencies 68 or literally anyone. The domestic violence concerns alone are staggering. This will make it easy for abusers to stalk their victims. This technology will literally kill people when abusers can so easily track their victims.

69 No major concerns, I think something like this should have been implemented long before now.

70 I have significant concerns about the use of this technology and the way in which it could allow for tracking of residents. Data about where I go or frequent could be available as part of the public record and I'm concerned about lack of training and oversight on how that data is accessed or used. I live in a highly patrolled area and also think it could disproportionately collect the data of me and my neighbors compared to areas that have less parking enforcement or law enforcement presence. As a young woman, I'm also concerned about anyone being able to track my movement without my being aware of it.

71 This technology logs and retains information about license plates for far too long. This information should be purged immediately for plates not immediately determined to be connected to a felony or stolen vehicle. I'm concerned that the privacy implications of this technology and potential for misuse outweigh the marginal benefits that might come from recovering stolen property or resolving other criminal activity. I'm also concerned that this technology can be accessed by police and via public information requests. This technology should only be used by organizations with a high amount of public trust, and used in a way that does not degrade the amount of trust between citizens and SPD. That trust has been severely undermined between the public and SPD, and has warranted federal oversight of the department. Recent reductions of that oversight does not immediately increase the level of trust between the public and SPD. Eventual misuse of this technology (as with other police databases with documented abuse cases) will contribute to further erosion of trust between SPD and the public.

72 The ability for someone to access recorded location data from the last 90 days just by asking. why the fuck should someone random be able to know where i've been? do you not understand that this puts people at risk of abusive ex partners and enables stalking? Additionally, police officers should not be able to access peoples data when there is no evidence they have been part of a crime or broken any laws. this greatly increases the risk of abuse of the system by officers

73 Any increase in number of these surveillance devices must be met with far stricter retention rules. No non-interesting license plate data should be saved more than 48 hours PLUS department data access should require approval with reports on who requested access to what available to the public and media after a short amount of time.

74 It is a huge overstep for the police department and also opens up personal safety and security concerns for citizens. Anyone in the public can request info from the police department based on a license plate and use that info for things like stalking and harassment.

75 Surveillance tech doesn't make us safer. And SPD has no proven history of ethically and safely handling sensitive non-criminal data for even short periods of time.

76 The costs in terms of privacy invading surveillance are much greater than the perceived benefits. It's also a misguided approach to ensuring safety

77 The long length of time that passive data is retained and available to the public with no guardrails to make sure the general public safety is protected.

78 I am deeply concerned about expanding police surveillance over those who aren't even suspected of a crime. There is no benefit to holding this data on non-suspects, and many other states and cities use license plate recognition technology without storing non-criminal plates. There have already been documented abuses of this system by SPD officers.

The proposed expansion is an overreach and a big step toward the imposition of a surveillance state upon the people of the United States. The problems with this sort of expansion of surveillance have already been proven and well documented.

The American Civil Liberties Union, digital privacy advocates, and researchers at the University of Washington's Center for Human Rights have raised concerns about keeping such detailed vehicle location information on people not associated with any criminal activity.

Office of Police Accountability investigations give plenty of examples of how SPD officers abuse police databases. In 2021, an SPD officer used these systems to track his ex-girlfriend's new boyfriend. In 2020, an officer accessed information about an ongoing domestic violence investigation and possibly shared that information with one of the people involved. Early this year, another officer searched whether a suicidal family member had any registered firearms. UW researchers raised concerns about how ALPR data could be used by federal agencies to track undocumented immigrants or by other states to track those coming to Washington to seek abortions.

Beyond what governmental agencies can do with the information, literally anyone can access this data through a public information request. Someone can request all SPD ALPR data from the last 90 days and if they know your license plate number, track your location. So, even if you believe in the trustworthiness of SPD, the federal government, or the protections Washington put in place sheltering people seeking abortions, you might consider whether you trust just an average person, or an ex-partner, to be able to request and access this data.

This is all terrifying, and we the people are strongly opposed to this proposed regression in our liberty.

I am deeply concerned at the erosion of privacy, the expansion of pointless surveillance, and the already-proven harm potential for allowing poorly-supervised and unaccountable police officers access to information that allows them to track members of the public, even those involved in no investigation and no crime.

This technology has already been seriously abused by officers who use it to spy on their intimate partners - those officers are still on the force, safeguards have not improved, and officers can rely on nothing more than a brief suspension even for serious betrayals of public trust. Lacking true accountability for misconduct, limiting police power is the only way to reduce harm to the community.

Seattle Police have demonstrated, year after year, even under the consent decree, that their methods and tactics are abusive and disproportionately aimed at communities of color. This technology would kick open the door for increased dragnetting, improperly targeted investigations, and traumatizing stops of Black, Latin, and Indigenous people.

I strongly oppose the expansion of this surveillance.

81 The police have more than sufficient means of surveilling people. This just reinforces their general tendency to treat private citizens as de facto criminals.

82 this technology would enable draconian surveillance by police department, who have a long history of abusing the people who live in this city. The SPD has historically abused access to private information that has been given to them, and faced very little repercussions. Giving them more spying technology will not make anyone who lives here safer, but will send a clear message to the police that the harm they do to the people that live in this city is fine and they should keep it up.

83 I'm concerned that through freedom of information requests, someone could track my whereabouts. I'm concerned that through internal access, government officials with personal reasons could track my whereabouts when I'm not associated with any crimes.

84 The police have generally proven to be irresponsible with public data and tracking, and I don't trust that they will be good stewards of this additional power and information.

85 This is a terrible violation of privacy. I understand the desire to automatically capture license plates in order to determine if a car is on a "wanted" list, but maintaining that data for up to 90 days for cars which are NOT on that list is a direct violation of privacy and a terrible idea. Bad actors can use this data in order to track movement of people (cars) in a scale that is dangerous. It is naive to think that not linking a license plate number to a person's DOL record will preserve privacy in any meaningful way, especially if a bad actor is targeting an individual (who they most definitely can find out their license plate).

I cannot overstate how concerned I am about this technology and how opposed I am to increasing surveillance to any degree on the people of Seattle. Tracking and storing this information is a huge a privacy violation by the city and its police department, and the proposed system additionally opens a wide gap for abuse. There are already documented cases of police officers abusing this system to stalk people in their personal lives, and collecting and 86 storing more data only enables this further. In addition to abuse by the state and police officers, the fact that this information, which should not be collected and stored in the first place, is publicly available, means that anybody with ill intent can track a person or people's location. To state it clearly, I am strongly opposed to this surveillance technology, do not believe it should be adopted at any scale, and in fact believe that it should be removed from the vehicles that already have it.

"ALPR data is gathered indiscriminately, collecting information on millions of ordinary people. Law enforcement agencies have abused this technology. Police officers in New York drove down a street and electronically recorded the license plate numbers of everyone parked near a mosque. Police in Birmingham targeted a Muslim community while misleading the public about the project. ALPR data EFF obtained from the Oakland Police Department showed that police disproportionately deploy ALPR-mounted vehicles in low-income communities and communities of color.

In 1998, a Washington, D.C. police officer "pleaded guilty to extortion after looking up the plates of vehicles near a gay bar and blackmailing the vehicle owners.

87 Police officers have also used databases to search romantic interests in Florida. A former female police officer in Minnesota discovered that her driver's license record was accessed 425 times by 18 different agencies across the state.

In addition to deliberate misuse, ALPRs sometimes misread plates, leading to dire consequences. In 2009, San Francisco police pulled over Denise Green, an African-American city worker, handcuffed her at gunpoint, forced her to her knees, and searched both her and her vehicle—all because her car was misidentified as stolen due to a license plate reader error."

Source: Electronic Frontier Foundation  
<https://www.eff.org/pages/automated-license-plate-readers-alpr>

88 The use of this technology has already been abused by SPD officers for personal matters; why in the world would you expand it? More cameras are not going to solve any issue with crime, and you are deluding yourselves if that's what you believe.

89 Privacy. Non-hot-list records should not be retained at all.

90 Privacy, abuse of information by the police.

91 This technology is a blatant breach of our right to privacy. This data has been used for illegal tracking of citizens by the government & police, & can be used by private citizens to track one another to a dangerous degree.

92 My concern is how it will be used against innocent citizens. There are instances where it has been used unethically and human behavior when surveillance like this is available will make this hard to control.

It's an invasion of privacy, it's a form of predator stalking  
93 SPD is not a trust worthy organization  
Civilian's can access this same information and that is dangerous

94 Where will the data be stored? Any member of the public can access this data. This opens people who have stalkers up for abuse. What about the domestic violence victims?

I have many concerns: first of all, how is the data going to be protected so it can't be tied to people? Also, if other departments can delete the data instantly, why can't SPD do it and why do they have to have it for 90 days? Why is so much of a privacy...about parking enforcement, what does outweigh the violent crime reduction for asking the entire city to give up privacy? Most of the people with parking tickets/parking enforcement are poor, people of color, and are policed disproportionately, this would just recreate those systems, and create even more disproportionate policing towards poor people/bipoc. How will SPD make sure the data is not used by ICE? Seattle is within 200 miles of a border...it says only officers who are trained how to use the automated license plate readers will have access to this info, but also, it says every SPD officer will be trained to use it...so basically the entire fleet, this is contradictory.

This is an inexcusably invasive violation of every citizen's right to privacy.  
We do not deserve a police state with active government surveillance.  
96 This puts each of us at risk of falling victim to stalkers and domestic terrorist groups.  
SPD has repeatedly shown themselves to be untrustworthy with public data.  
This will rob funding from necessary community services without providing any public benefit.

I have concerns about the fact that this technology will save license plate data for 90 days, documenting days, time, and place that is accessible by any police officer, or anyone through a public records request. That is a  
97 privacy violation. The vast majority of people are not committing crimes on the road, collecting and making available this data to the public could easily be abused by people. An ex partner could use this data to track someone, an abusive family member could use this data to track.

98 Mass surveillance and invasion of privacy for no concrete benefit. Massive cost to the taxpayer with no guarantee of additional safety.

99 This will make things even more dangerous for victims of abuse and dv!!

I agree with all of the concerns here: <https://www.thestranger.com/cops/2023/12/05/79293457/seattle-police-department-pitches-dramatic-expansion-of-vehicle-surveillance>

100 It's too invasive. The plates that are fine should be purged right away like other cities do. Or not saved at all, just run the plates against the list and only save plates that are a hit.

I am seriously concerned about warrantless and irresponsible searches of civilians. Given that at least 40% of police officer families experience domestic violence (https://olis.oregonlegislature.gov/liz/2017R1/Downloads/CommitteeMeetingDocument/132808), the likelihood of this tool being misused to harass and abuse innocent women and children seems high. Also, considering that the only accountability mechanism seems to be an internal review, I don't expect many officers to face significant consequences for inappropriate or illegal use of this technology.

This technology is extremely concerning to me. The implications for personal privacy far outweigh any investigative benefits of this technology. Complaints have been made about SPD officers misusing this technology which is a great concern. I do not believe this technology will be beneficial for keeping us safe in Seattle and will only contribute to the continual eroding of our privacy by expanding surveillance.

103 Stalking! If anyone can request the license plate info for any time for 90 days, so many women will be at greater risk of domestic violence.

104	No concerns with this technology. Driving a 2-4 ton car/truck is a privilege and should be treated as a privilege with no expectation of anonymity. Especially given the horrific damage they cause and the ability to use them ways that put others at risk and subvert the law. Cars need to be monitored as drivers are often awful. Poor drivers compel SPD to use Automatic License Plate Readers (ALPR), which take pictures of license plates and records the date, time, and location of the plate. If someone wants to be anonymous then they shouldn't be driving.
105	It will be used to violate privacy, regardless of claims by SPD. There are no safeguards in place.
106	Rampant privacy violations both by the PD/city and the general public through FOIA requests.
107	None; I encourage it.
108	The use of this technology, if at all, should be strictly limited to reading license plates that are known to have been associated with a crime. The wholesale collection of this data and 3 month retention is a blatant invasion of privacy and power grab by a department which has proven time and again to be corrupt, fraudulent, and dismissive (at best) of constituents' best interests.
109	I don't like the idea of tracking all vehicles even though they are not connected with any criminal activity. Too Big Brother
110	It violates privacy rights
111	There is little public benefit to mass surveillance, and it comes with a significant public cost in terms of potential for violations of privacy. Just one example: a system like this would enable officers with malign intent to better track the location of estranged partners and enable stalking.
112	This is a grave violation of personal privacy.
113	I don't want cops or trolls to have more tools with which to bully.
114	This is going to make it so that people can see plates of women fleeing red States to access what should be perfectly legal care, & is in our state, but not theirs. This will put 1000's of vulnerable women at risk.
115	I have many concerns about this technology. Seattle has repeatedly shared their absolutely distrust in SPD, and having a tool like this will only further cement the lack of trust. The people of Seattle deserve to walk around their city without feeling like they're watched by the city/SPD. This technology, as many things implemented by SPD, will be used as a tool for discrimination against BIPOC and houseless folks. This technology makes Seattle feel much less safe and welcoming.
116	It is a gross abuse of policing and via surveillance and will only serve to gather data that is either worthless or ripe for abuse. So the only people who will benefit from it is those seeking to abuse it.
117	Several concerns. Perhaps if the ALPR was limited to only being used to check against "any license plate numbers that have been uploaded into the onboard, in-vehicle software system," as described in section 1 of the ALPR Executive Overview, the invasion of privacy would be a reasonable trade off. However, it doesn't do that. It stores the data it gathers for 90 days. The cited reasons for this technology is for stolen cars and Amber alerts. How is retaining this information that one would need to act immediately on for 3 months a good idea? Having that data stored so long also opens up other issues. Even leaving aside the issues of SPD employees having access to this database and using their credentials to search out things personally relevant rather than related to their cases, as has already happened, there is still the greater concern of sharing with other law enforcement agencies. Washington has become a haven for those seeking abortions and otherwise exercising their reproductive rights, but this is increasingly illegal in other states. 90 days of retained footage for more and more records of license plates sure seems like a lot of information that could lead to the persecution of people in their home states.

	<p>My two main concerns are</p> <ol style="list-style-type: none"> <li>1. The fact that SPD can not use or purge the data in a timely fashion. What is the point of collecting it in real time if you can't use it quickly? At what point does the gathered information become useless since the vehicle is long gone? Why does it take SPD longer to use and purge than other jurisdictions? It seems like there is inefficiency in the SPD if they can not gather and respond like other localities can and adding more data to the mix will only bog things down. It is a waste of money, resources, and time, especially when considering that the use of the data does not significantly increase the crime solving rates.</li> <li>2. The information can be requested by the public. There are inherent risks with allowing this data to be accessed by public entities. The move to a surveillance state is concerning, especially with all the current uncertainties with civil and healthcare rights. The fact that other states have laws regarding women's healthcare that can bring civil suits and jail time, the ability to locate and monitor persons moving around in WA state is a HUGE privacy issue. Racial, gender, and sexual tracking is a real concern. Knowing that there are "bad actors" that will use this information for their own purposes, and also knowing that the technology does not provide a significant amount of benefit in helping to solve crimes, it is only useful to those that want to track and surveil others.</li> </ol> <p>In addition to my main concerns, the costs of installing and maintaining this technology could be used in some other capacity that would be more useful. Training, recruitment, etc are some areas that come to mind. The only benefit would be that the officers don't have to do anything while driving around.</p>
	<p>If this database is made public, stalkers and abusers will be able to search for their targets by license plate, identifying their locations at certain days and times, even if they don't know the person or know their name. This is an obvious increase in risk and danger to the public.</p>
120	<p>This expansion is a solution in search of a problem, since the # of license plates identified with a crime is less than 1%</p>
121	<p>I have MANY concerns about the use of this technology. SPD has already had numerous, documented incidents of police misconduct around license plate and other surveillance technology — this tech would only expand the abuses of power. The privacy and civil rights infringement is too much to bear. As a Seattle resident/voter/worker, who comes from communities most targeted by these kinds of surveillance, I absolutely oppose this tech being used at all, much less expanded.</p>
122	<p>Overreach. Data Retention FAR too long. Massive cost with no ROI. Stalking (by Police AND Citizens) Mission Creep (always happens). Data Security which has been stated will not exist.</p>
123	<p>This technology should be prohibited; ALPR retaining data is a significant privacy violation even in its current limited use. Dramatically expanding the use is a terrible idea that will result in less privacy for millions of people. This program should not be expanded, and data should be purged immediately. Even without abuses by the Police department, the availability of this data via public records requests makes it extraordinarily troublesome.</p>
124	<p>I understand and appreciate the benefits of running plates to catch felons and recover stolen cars. What I object to is being subject to constant surveillance with my location logged in a database for 90 days. If the police has a list of stolen plates, it's fine to scan for them at the time of capture (or at most, within a day). The database is the problem. I cannot be free and safe in a city that tracks and logs my movements. That's dystopian and scary. It would be a dangerous violation of our privacy.</p>
125	<p>None</p>

Misuse of data, tracking of individuals based on their license plates for non law enforcement activities. The very small percentage of data that is at all useful to law enforcement, compared to the large amount of harm that could be done to someone in an abusive, controlling manner.

127 Privacy violations, misuse, data breaches.

All concerns. Concerns for those who are being stalked, concerns for those who have dealt with domestic abuse, and concerns for anyone. This technology is unethical, and police do NOT need this data. I don't think infrequently about how this data may even help cops - who, statistically, commit domestic abuse at much higher rates than the general public, stalk their own former or current partners.

This is a privacy and ethical violation. If this is signed off, you can guarantee that none of the co-signers will have my endorsement or vote moving forward.

ALPR devices present significant privacy and equity concerns while showing little efficacy in reducing crime. For specific civil and human rights threats posed by this technology, see a 2022 report by the University of Washington Center for Human Rights, "Who's Watching Washington?" <https://jsis.washington.edu/humanrights/2022/12/07/whos-watching-washington/>

130 tracking civilians will be abused, waste of money

131 It is overreaching and would document the lives of those not suspected of crimes which is a violation of our rights as US and WA citizens.

132 Seattle Police has a long history of a use of power, keeping data on non suspect vehicles more than 48 hours is unreasonable and should be banned!

133 I worry about the overuse of public surveillance posing more risk to people than helping them.

The local publication The Stranger explains my views on this issue : "However, SPD also retains license plate numbers that don't register as a "hit" on the hot list. Given that ALPR can collect tens of thousands of license plate images in 24 hours, and that SPD would roll out the technology to all of its patrol cars, officers have a high probability of capturing an image of the average plate at some point. Photos of those plates, as well as the time, date, and location, go into a database and SPD keeps that data for 90 days."

134 This is a massive surveillance issue and is unnecessary. You should focus on working with community orgs and not wasting your funding on technological surveillance! The ACLU of Washington has also noted similar issues with this technology.

Instead of spending money on this tech, you should train your officers better so they don't run over and murder pedestrians, and then make poor jokes about it after!

There are insufficient controls over this data to ensure that it can't be abused by SPD personnel, divulged inappropriately to third parties including members of the public, or accidentally leaked. This would never pass muster in any corporate data compliance discussion, as this represents linkable information that has significant privacy implications (even outside the hands of law enforcement) that merits equally significant safeguards that do not exist in this proposal. Those protections must come first.

I would want to make sure that the public that requests information is tracked or vetted. Could someone use the public request to stalk their girlfriend? (Also wouldn't want the police to use the tool internally for non-case related things, so would track who checked what and when)

Data retention, even for 90 days, introduces the risk of the records leaking or being improperly accessed. That access could be used improperly to stalk or harass drivers who are observed this way. One example is a spouse of a police officer whose plate might be scanned near a medical facility or a lawyer's office without their spouse being aware.

138 Serious privacy concerns. If anybody can trace someone's movements this exposes people to danger from stalkers and abusive ex partners. The police have no need to keep this information and it is a severe breach of citizens expected right to privacy

This is a terrifying expansion of government surveillance well beyond any reasonable grounds. Creating a mechanism to track individuals, especially those who are completely innocent, is a threat to the safety of our people and democracy.

139 There are countless examples of perfectly legitimate actions that could lead to harm if they were tracked. Some states are outlawing abortions, including people who get out of state abortions. This data could be abused by those governments to prosecute their people. It could also be used to track protestors, etc. It could similarly be abused to stalk someone, etc. This abuse could happen either by someone with inside access, or someone performing a FOIA request.

It's a massive invasion of privacy. It also sets the norm for this, and makes future decisions easier to justify, because they're already doing it here. We need to stop it before it happens.

140 I don't have any concerns

141 SPD has a documented history of misuse of the license plate scanning technology, this will only become more likely as the data set grows. The proposed limitations and restrictions have not, and will not, be sufficient. Lastly, the problem space supposed to be solved by this is dubious at best, it clearly can't prevent or reduce crime.

The budget allocated to this would be far better spent on supportive housing and other community initiatives shown to actually prevent and reduce crime.

142 This is a violation of privacy. At a minimum, require deletion of the data within minutes as soon as there is no relevant match.

143 This technology violates every person's right to privacy provided under the US Constitution. In the strongest way possible I urge SPD that NOT implement this policy.

144 Foremost that we cannot trust SPD to use this data effectively or fairly. SPD has been under a consent decree and has proven again and again to use racial bias and discrimination in their policing. This tech will not change that, and just be one more thing for SPD to abuse! And in general is my concern about privacy and the fact that we are becoming more and more surveilled. Surveillance does not make us safer or reduce crime, that's a fact. Let's use this money to invest in the community in ways that are proven to increase safety.

145 This is too great an infringement on privacy, given the expansion of the technology to so many vehicles and the retention of the data for 90 days.

146 this surveillance technology will cause more harm than it will do good. instead of more resources going to surveillance, why don't we invest resources into things people actually need, like housing, social services, medical care, etc? as a community member in seattle i am completely opposed to this technology.

147 Why does the department need to keep the data for 90 days when other jurisdictions keep the data for only minutes to hours? What protections do you have in place that prevent abuse from employees that can access the data? Why should we trust that the information can't be used against civilians by other civilians through the public information request process considering this information would otherwise not be available for such an extraordinary amount of time. Aren't you effectively presuming guilt by saying the 90 days is required to determine whether you have captured a significant image?

148 None

149 None

150 It will lead to false positive and more shootings by the police of unarmed youth.

I worry SPD officers using it to illegally surveil family members, spouses and anyone else they are interested in for personal reasons. Even other police officers they suspect might report them.

151

I also worry the technology makes a mistake and I am pulled over for no reason, thus putting my life at risk

I feel that this technology should not be pursued. The data retention period for "non-hits" is too long and is subject to data breach events, public disclosure requests, and misuse by SPD staff, which has already occurred and been documented with the existing ALPR fleet.

We live in a police state already and the cops are known to be abusive. This opens up more opportunities for cops to be abusive. This isn't going to have tangible effects on public safety. It will just strengthen the watchful eye of the police state.

154 Massive privacy overreach for those who haven't committed crimes. Police abuse of database of information.

I am against the use of this technology.

Per the U.S. Court of Appeals for the D.C. Circuit in a GPS tracking case, *United States v. Maynard*, 615 F.3d 544, 562 (D.C. Cir. 2010) "A person who knows all of another's travels can deduce whether he is a weekly church goer, a heavy drinker, a regular at the gym, an unfaithful husband, an outpatient receiving medical treatment, an associate of particular individuals or political groups — and not just one such fact about a person, but all such facts."

155

Such technology is anathema to both our innate and legal freedoms, and I urge city council to stand up to the military-police-surveillance-industrial complex and reject its use.

Even your own employees can't be trusted to properly use this data and not use it for their own purposes like stalking people they don't like, and you expect the public to wisely use the license plate information? No. Don't store the plate data if it's not linked to a known crime, and definitely don't make it publicly available.

I am concerned that it will capture data that is private, and make it available to third parties with no legal interest in the data. Per *The Stranger*, "not only do cops have access to that data, but anyone can request the database of license plate photos and numbers along with the time, date, and location of when SPD took the photo. A lot of cities purge this data quickly if the plate doesn't match a "hot list." SPD gave no real explanation for why it couldn't purge the data..." [Though I also see that the ALPR report at [seattle.gov](http://seattle.gov) states that only properly trained employees will access the data, which I hope is true.] I don't understand why this technology--which apparently captures data at least 98% of which is unrelated to any crime--is necessary, and I certainly object to its use to retain said data for months on end. I am not sure how the restrictions on its use, the specific deployments listed in section 2.0 of the ALPR report, can be monitored and enforced. I would like to know how demonstrably useful the technology has been in its initial deployment, and whether restrictions have been observed. I do appreciate the opportunity to comment.

158 Privacy, abuse of power on the part of police

I'm concerned it will increase police power, increase police contact with the public, and increase police killings. I'm concerned about my privacy.

159

160 This technology invades one's privacy and makes spying on one's neighbor possible.

Data shows us that law enforcement officers commit domestic violence offenses at high rates, allowing them the ability to track the locations and daily habits of people seems like a good way to let abusers keep tabs on their victims

161

I am concerned about retention of license plate and location information that is then subject to public disclosure to private investigators and private citizens with their own agendas. Two cases illustrate unwanted consequences:

1) Disclosure of this information could enable identification of women who have crossed into Washington state for abortion access. Laws in other states are now criminalizing the transport of a woman for an abortion out of state. License plate and location information would facilitate prosecution of such women and those who assist them, inhibiting exercise of women's rights to protect their health and make reproductive choices.

2) Disclosure of this information to private investigators working for long-term disability insurers would further weaken protection for the disabled who have paid for insurance benefits. ERISA laws set a very low bar for disability insurers to deny insurance coverage to the disabled. Although Washington state laws now provide a "de novo" courtroom standard for proving disability in some cases, this still does not apply to self-insured companies, who are still granted a "deferential" standard under ERISA in Washington.

162 This means that the insurer can deny insurance by merely muddying the waters on a disabled person's capabilities for employment. They do this by having a PI observe the insured doing ordinary things (e.g., going a grocery store), then claim that this is proof of employability. A database of license plates and locations would give them vastly more fodder for specious denials. It costs tens of thousands of dollars to disprove such specious claims, money that few disabled people have in ready cash. It is also costly in distress and time that disabled people need for medical care and rehabilitation in the hope of return to employment. Further, many disabled people get so discouraged by insurer and PI shenanigans that they do not fight for their paid-for benefits. Few know how to do so, or have the physical/mental/emotional/financial wherewithal to do so.

Rather than believe my citizen's report, please contact an ERISA disability attorney and ask what they think PIs for disability insurers would do with publicly available location and license plate data.

In case you are not familiar with ERISA, I'm referring to long-term disability coverage provided as part of group insurance plans to employed people. Generally employed people pay the premiums to protect themselves if they are incapacitated by disease or injury. I'm not talking about social security disability.

Please consider the most vulnerable people.

Please ensure that data retention is so brief that any public request for data is so unlikely to return an individual's license plate that a PI or abortion activist will not bother to request it. Do not give their people another tool to use against the vulnerable.

Please consider this both for any existing technology already deployed, not just new technology.

163 This is a breach of privacy

164 This is inappropriate and unnecessary. A violation of the public's privacy and allows for cops without good judgement to further discriminate against mainly marginalized groups populations

165 I am concerned about the general privacy risks associated with storing vehicle location data for several months. I do not believe that citizens' personal information (daily whereabouts) should be accessible to police without the police having good cause for needing that information prior to collecting it. Even if you are suspected of a crime, I believe there is information that could be gleaned from your day to day location that should be kept private for reasons of basic human dignity, especially if an individual officer's judgment is the only barrier to accessing that information. Collected data should be filtered down to only that which is strictly necessary and beneficial over traditional police work, should be stored for as little time as possible, and should only be accessible in formats that answer essential police questions (eg, last known location vs location history). If technical constraints are cited as a reason for the current plan, more technical research, consulting or experimentation is certainly warranted given what is possible in plenty of other high scale software systems. Concern should also be noted for the general security risks associated with storing this data, which is sure to be a target for attackers who might profit from selling it to bad actors.

This is a dream come true for stalkers and abusers. A public registry of locations of specific license plates, in which the SPD is not committed to purging noncriminal plates? What an easy way to continue victimizing anyone with a car!

Keep in mind as well, that police officers themselves are far more likely to commit domestic violence compared to the general population; it's downright dangerous to their victims to give them free access to this kind of data.

This also creates a loophole that allows, for instance, employers to get information about employees' health status that they are not legally entitled to. Why should employers-- or anyone, including police-- have the data to see that someone parks at the time and place of an Alcoholics Anonymous meeting, or at clinic offering abortion services, or an AIDS or cancer survivors meetup? All they need is the license plate number, which many can easily get when an employee parks at their workplace (or even shows up for an interview-- what a convenient way to maneuver around hiring discrimination).

This is before considering the truly terrifying thought of the number of innocent people who will get pulled over and guns drawn on them just because a software misread a "1" for an "l".

This increased surveillance is intrusive to the daily lives of people in Seattle and is not even effective at addressing real harm if less than 1% of plates are connected to a crime. This puts too much power in the hands of the police, which have time and again shown they will abuse this power. This violates the privacy of individuals, and I worry about this being used to track people seeking abortions in Seattle from out of state. Additionally, if individuals are able to publicly request these, this is directly harmful to people especially in cases of domestic violence.

168 Invasion of privacy

169 The technology is a MAJOR privacy issue and there are not any parameters on its use and disposal of the pictures. SPD has abused this technology in the past and no constraints are in place to contain the abuse.

170 first ammendment

As a member of the state address confidentiality program (ACP), I am concerned that such a technology could be used to track my location for the past 90 days through a public records request without my knowledge, even though I am not under investigation for any criminal activity.

172 Overreach of power - capacity to track movements and retain info on people - high cost of this technology when there are other pressing needs/ social services that should be funded - the potential for abuse of this data by police - the potential for abuse of this data by other than police - I oppose increasing surveillance of people going about their day-to-day lives.

173 It is an illegal invasion of privacy when random collection of license numbers includes non-criminals and is kept for 90 days.

This is a massive privacy violation. This is surveying the public without their consent and should not be tolerated. Without civilian oversight on how the data are stored and accessed, I am very very concerned about the amount of data and power this will provide SPD

175 When considering the adoption of any new technology, law enforcement related or not, we must think about how bad actors may use the technology to harm the average person or target individuals. With the potential list of abuses including stalking, harassment, unreasonable surveillance, and violation of privacy — combined with the potential positives of only 1-2% of plates actually being linked to crimes— implementing this technology does not pass the test. The people of Seattle would be better served by public services that improve their wellbeing and raise the quality of life than giving the police more tools with which they can surveil the public.

176 This an extreme breach of public trust and the right to privacy for the general population. This technology, if used at all, needs to be limited. Data from this technology needs to be analyzed and non-hit data needs to be discarded

rapidly. The SPD's excuses of being unable to delete images within even 48 hours when other departments and districts across the United States can do so within minutes goes to show how this technology can not be trusted in the hands of SPD. By collecting this data and holding it for months at a time and allowing it to be publicly available opens up more concerns with our current constant surveillance state and growing over-criminalization of daily life. Do NOT allow this data to be kept for 90 days.

177 Privacy, privacy, privacy. The retention period for this data is far too long. There is no reason to hold onto this data for 90 days, or really at all. In fact, there's no reason to retain the data at all. Rather, you should push license plate of interest to the ALPR systems in the field. They can alert when they find a plate of interest and drop all other plate and location data that is not of interest.

178 That it will be used to further criminalize minoritized communities

179 This will further escalate police violence and racism and targeting of vulnerable individuals, as a social worker this is unethical and will hurt the clients I serve and the people you claim to protect but actually just want to control.

180 Violations of privacy of everyday citizens. If this technology were to be adopted, it MUST be set up to purge its database of non- "hot list" license plates within a very short amount of time, one or two days max. I'm largely concerned about the ability of the state to track the movements of private citizens who are exercising their constitutional rights. Access to such information has historically always, always been used to subvert the rights of members of marginalized communities.

181 That ALPR can collect tens of thousands of license plate images in 24 hours, and that if SPD would roll out the technology to all of its patrol cars, officers have a high probability of capturing an image of the average plate at some point. Photos of those plates, as well as the time, date, and location, go into a database and SPD keeps that data for 90 days and can be made available to the public.

182 The concerns for the proposed use of this technology are almost too numerous to detail in this form, but I'll try to summarize. This technology and the proposed scope of collection and storage time for images puts thousands of innocent civilians at risk. First, victims of domestic violence can be located and tracked by disgruntled (and possibly violent) ex-partners simply by knowing one's license plate and filing a public information request. Victims of stalking can be similarly tracked even after moving. Washington state, and Seattle especially, is established as a safe haven for women seeking critical reproductive care. Other states, including Idaho, and radical anti-abortion groups have made clear their intentions of harassing, doxxing, suing physicians, and prosecuting women leaving their states in search of this potentially life-saving medical care. There seem to be no safeguards in place to prevent agencies in other states or random Washington residents from accessing these records. Given the proposed breadth of installation on SPD cruisers, anyone with a vehicle parked outside of a garage is at risk of these outcomes.

183 The proposed level of surveillance is a massive invasion of privacy and a security threat to all Seattle residents. The data that are not linked to a crime should be purged within 3 minutes as in New Hampshire. The data should not be a public record that can be used by criminals to target innocent citizens. The data has already been abused and the risk is only growing with the proposed expansion of the ALDR surveillance

184 This technology represents a gross encroachment on the right to privacy and presumption of innocence.

These technologies create a pervasive state of surveillance that is easily abused, and perpetuates an adversarial relationship between police and the public.

185 The burden of proof that a technology is having a positive impact on safety must be exceptionally high to warrant broad collection of data.

In this case, if the technology is adopted, at a minimum the retention time should be minutes (as it is in other places), not months ( as is proposed).

I am very concerned about the use and expansion of ALPR technology to 300 police vehicles. Passive data collection that can lead to tracking an individuals movements by both police and the public through records requests is a danger for everyone, and especially people with stalkers, women in general, and marginalized groups already disproportionately targeted by the police. Building this database of peoples license plates who just  
 186 pass by a police vehicle and without knowing their data is being collected/stored in this way is a major privacy violation and further severs any sort of community trust in the police. Allowing this expansion also paves the way for even more dangerous automatic and AI-assisted surveillance technologies that might do the same passive data collection, using facial recognition etc, and again actively making the general public less safe and collecting personal data without the persons consent. Waste of city funds to expand this technology's use.

I'm concerned about the expansion of surveillance of everyday citizens who pose no threat to community safety. I  
 187 oppose the further militarization of police forces across the country and am deeply disturbed by this practice being funded, implemented, and expanded largely with money extracted from the very civilians you wish to "track" through tax dollars. I refuse to pay for my own surveillance and the surveillance of everyday citizens.

Data gathered by state and local law enforcement is accessible to both law enforcement from other states, and federal immigration enforcement agencies, through interoperable databases. Research has shown that by tapping into vast reservoirs of personal data offered up by private data brokers, ICE is able to effectively bypass 'sanctuary' cities. While law enforcement claims to be using this data to solve violent crime - even promoters of this technology admit that only a small percentage of scans—typically less than a fraction of one percent—turn out to be relevant to public safety concerns. The ACLU estimates that less than 0.2 percent of plate scans are linked to criminal activity or vehicle registration issues. SPD claims their primary concern is to stop crime and disorder. How can they possibly claim this when 0.2 percent of plate scans are linked to criminal activity. Especially because this license plate information would be available for 90 regardless of whether or not the license plate is connected with any crime - I worry about how it might be used by immigration officers, might be used by law enforcement from states that have outlawed abortion to track individuals traveling to Washington, might be used by violent domestic partners or stalkers (as this information is available to the public with a public  
 188 disclosure request). In August 2012, the Minneapolis Star Tribune published a map displaying the location, obtained via a public records request, of the 41 times that Mayor R.T. Rybak's car had been recorded by a license plate reader in the preceding year. In these times of political vitriol it is not inconceivable that this technology could be used for nefarious purposes. ALPR data is gathered indiscriminately, collecting information on millions of ordinary people. By plotting vehicle times and locations and tracing past movements, police can use stored data to paint a very specific portrait of drivers' lives, determining past patterns of behavior and possibly even predicting future ones—in spite of the fact that the vast majority of people whose license plate data is collected and stored have not even been accused of a crime. I fear this will could used to curb first amendment rights. Bumper stickers can even be seen from the data collected. Police officers in New York drove down a street and electronically recorded the license plate numbers of everyone parked near a mosque. Police in Birmingham targeted a Muslim community while misleading the public about the project. ALPR data EFF obtained from the Oakland Police Department showed that police disproportionately deploy ALPR-mounted vehicles in low-income communities and communities of color.

The increased number of ALPR installed and used in SPD patrol vehicles poses risks to citizen privacy, including increased opportunity for institutional abuse, discriminatory targeting, and tracking of individuals who are in no  
 189 way associated with the criminal activities this technology claims to prevent or reduce. Additionally, as the data on license plates and citizen tracking grows, so does the incentive for private companies to purchase this data and use it for capital gain, or for malicious hackers to steal this data for the same end. The risk of citizen privacy loss is too great when compared to the value of this technology in investigating criminal activity.

I have major privacy concerns for all residents, including increase in surveillance of human rights activists, increase in stalking, increase in racialized arbitrary police stops, and personal information to be shared on a broad  
 190 and not very secure network that is highly hackable, racial profiling and increase in access to otherwise confidential information. This technology is harmful to all and does not prevent any crime or increase community safety in any way. This is a major overreach.

191	<p>The use of ALPR technology is a violation of privacy and safety. SPD officers have a proven history of abusing their access to this tracking information, and should not be trusted with such revealing info about civilians. To store ALPR data for 90 days provides ample insight into any vehicle's patterns and makes it all too clear what its driver or passengers are likely up to. It is unsafe for this data to be in the hands of cops, and it is unsafe for this data to be available to the public. SPD's desire to gain power via increased surveillance is unethical and is not sufficient justification for the use of this technology.</p>
192	<p>Firstly as SPD admitted some of the data collected can be used to track peoples location across the city. I do not want any government to have the capability to track the population on mass. Due to a long history of similar data being leaked through data breaches or whistleblowers informing the public of data about them being stored unnecessarily and being used to track civilians I do not have faith that this data will be used properly. It is not appropriate nor will it ever be appropriate for the government to set up systems that can be used for mass surveillance.</p>
193	<p>I feel it is a violation of our privacy. If we have not done anything wrong, why should others be allowed to look up information that is personal and private. This is like "Big Brother" doing anything they want to a citizen with no reason</p>
194	<p>Inability of community to access info when necessary and misuse and access of info by unauthorized LEO/FOP and other supporters/promoters of tech in LE. Like bodycams, resisted at initiation and manipulated when suited.</p>
195	<p>The Seattle Police Department have demonstrated repeatedly a racist bias, leading to the decade-long federal review commencing from 2011, the repeal of the bicycle helmet law because it was being enforced disproportionately to Black and other darker skinned people, in addition to the murder of the likes of Charleena Lyles, John T. Williams, and more. Allowing this sort of technology will only give more tools to the SPD for intimidation of non-white communities.</p>
196	<p>Vast overreach of the surveillance state. Let us fucking exist without tracking every one of us. Especially with SPD officers having been found culpable of grooming, tracking their victims using police resources, and more -- this is TERRIFYING as a woman who lives in the city.</p>
197	<p>This is an extreme violation of privacy that will do more harm than good.</p>
198	<p>This technology is invasive of the privacy of residents and visitors to Seattle. The records it generates can be abused by anyone who gains access to them, by any means.</p>
199	<p>I am a technologist who is deeply concerned about the privacy impact of SPD's proposed expansion of ALPR technology and strongly opposes any plan that increases the use of ALPR systems.</p> <p>Under SPD's proposed use, this ALPR system indiscriminately captures and stores the locations of innumerable vehicles, and by proxy their owners, the overwhelming majority of which have not been implicated in any crime. The public benefit of ALPR systems is dubious, and when weighed against individuals' rights to privacy, indefensible.</p> <p>The location information is liable to be abused by both authorized and unauthorized actors, and on the whole, a huge liability for the City of Seattle's government.</p>
200	<p>Storage of license plate data is too ripe for abuse.</p>

I am concerned about the massive expansion of violation of people's civil liberties while driving in public that is presented by possible implementation of ALPRs. We have a right to move freely in public without being surveilled by law enforcement. It's also deeply troubling that data collected via ALPRs is available via public disclosure for such a long period of time. It makes no sense that other jurisdictions around the country can determine whether  
 201 an image needs to be kept in only a few minutes and SPD is saying it takes them more than 48 hours and up to 90 days. If the system being acquired doesn't do automatic processing that would exclude images not of interest to law enforcement, this is also a bad investment for the City. It means that officer resources must be being used on evaluating images - with SPD understaffing as it is, it makes no sense to waste resources on this when there are much more urgent needs to attend to.

Mass surveillance. This technology scans and records the identification information of thousands of people a day, including geographical location of people who are involved in their day to day lives with no criminal intent and retains that information for 90 days. Further, it compiles it all in a database that is available to public records requests.

This is a huge violation of people's rights to privacy in their daily lives. The right to personal privacy overrides any thought to the potential of "precrime." Having geographic and time information can expose a lot of information about people, from if they're cheating on a significant other (not a crime) to if they are going to a doctor's  
 202 appointment.

As abortion rights are under attack across the country, people traveling from out of state to receive needed healthcare should not have the added worry of their license plate information stored for long periods of time in a database that can be accessed by people in other states that are hostile to the medical procedure.

Furthermore, this creates a potentially disastrous situation for people in dangerous situations such as domestic abuse or stalking. If anyone can access this information, even if protection orders are issued, there would be no way to stop a third party from potentially accessing the information and passing it along instead.

The capture and storage of license plate information is an inappropriate use of police vehicles.

The capture and storage of license plate information in a form available to the public is an irresponsible use of police vehicles.

Most surveillance technology is useful and helps someone do their job. That this would be useful is not special.

What is exceptional is that this would fully enable the public to repeatedly request this data as a public record in  
 203 order to construct a long-lasting open repository of vehicle data. Anonymizability does not change the appropriateness of this choice.

If I have a record of this kind, I can extrapolate public behavior to a degree that no citizen should be able to access. When we look at whether someone should have access to data, we must ask under what circumstances they would otherwise be able to gather it. In this case, the answer is a network of community vehicles with cameras, license plate readers, and a collectively pooled repository of image data. It would be uncomfortable for the average citizen to know that their neighbor was constructing such a system. This technology effectively constructs such a system for all of my neighbors.

204 Stored information of people who have not committed any crimes could be misused by department of public access.

205 I'm concerned about the massive amount of publicly-available data on driving habits, locations, and vehicle information being available on 3-month rotations. I do not trust SPD to keep the information secured.

I am all the way against this this violates our civil rights and takes away some of the few freedoms that we  
 206 actually have left in this world this violates the very Constitution that our country was built on and in no way is this okay or Fair

It's incredibly privacy invasive, and the retention of data for such a long period of time is extremely ripe for abuse.  
 207 There's no reason license plate and location data needs to be retained any longer than for a computer to check whether the license plate matches a list of persons of interest.

208	Infringing on privacy. It is an overstretch. And we have seen when technology is in the hands of people with power that it is abused. Every time
209	Waste of budget. Infringing on privacy.
210	The use of automatic plate readers is a huge privacy infringement. When made public through public record requests, the information becomes even more of a privacy concern.
211	Police surveillance is bad. Police mainly exist to repress activists so the less information they have the better
212	Privacy, safety and security.
213	This is an infringement of civil rights and protection against illegal search and seizure
	The people who live and work and drive through our city would be subject to passive surveillance.
214	Those who drive frequently, such as for blue-collar delivery jobs, would be disproportionately impacted.  Data, once collected, is subject to abuse, especially in the hands of SPD. There is not a need for this and it is a huge waste of taxpayer money.
215	All of them. This is a disgusting use of technology to infringe on people's right to privacy! Give us a database of all cops to track in real time and then MAYBE I'll consider not hating the guts of each and every individual pushing for this. Just maybe.
216	This is a violation of privacy and I'm deeply concerned about the ways location tracking will be used to harm people in the community, by both law enforcement and other community members (esp in stalking or domestic violence situations). This is such a waste of city money and there are other actually helpful things that our city should be investing in - housing, healthcare, education, community groups.
217	That SPD will not delete the findings soon enough. No need for spd to hold unneeded license plate numbers. Also studies show that it may detect very few license plates that have been involved in crime. Appears to be a lot of \$\$ with little benefit.
218	I am concerned that this will increase surveillance of poorer communities and result in more policing for people of color.
219	I am concerned that this information will be abused by members of the public to harass and target community members. Because the database is available publicly, the 90 day retention policy will be easily bypassed by people recording and storing the data, and possibly hosting all such data on their own servers.
220	Indiscriminate collection of data related to individual activity is unconstitutional.

## Question 2: Do you have any additional concerns about the use of technology (in case you ran out of space in section one)

ID	Do you have any additional concerns about the use of technology (in case you ran out of space in section one)
	SPD needs to document the number of vehicles that will have the ALPR expansion. The old SIR and report 1 from OIG states 10 or 11 vehicles but I did not see where SPD acknowledges how many patrol vehicles will have this tech. That's an important feature to communicate to the public.
2	No
3	
4	It will be abused. It is highly invasive and it will hurt Seattle in the long run
5	
6	
7	No
8	Cops have misused this technology in the past. They will do so again. If you give them the ability to track everyone, all the time, they will do it.
9	
10	NA
11	
12	
13	It's perpetuating a gross surveillance state, AS WELL AS being a drain on city funds.
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21	Many.
22	
23	
24	No
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26	Invasive means. With AI there is no reason the SPD would need to keep this data.
27	I believe that scanning a plate should be up the discretion of officers. Given the circumstances of each individual situation.
28	I agree it's a great technology and can identify issues very quickly but why does the information need to be saved if no crime? This amount of information saved is a risk to my privacy and recording my location to anybody who requests it.
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33	How about also giving an already shameful and abhorrent police force like SPD, who have proven time and again that if unchecked, are capable of depravity equivalent to that of a convicted murderer, access to virtually any american citizen they want.
34	
35	SPD has made it clear that the citizens of Seattle can't trust them. Now they want to track our location in a publicly accessible database. This is insane and I will not vote for any Councillor who supports it.
36	

37	it feels like one of those things that could be scary, but that in order to put it to a scary use a person would have to shift through a mountain of data and know exactly what they're looking for. so, it feels like it's reasonable to require like a warrant or some other reasonable need to access this kind of surveillance, but it's extremely useful and should be used judiciously.
38	
39	n/a
40	
41	
42	Please just don't. Crime is not gonna go down in any meaningful way by this tech.
43	
44	
45	The state wants to surveil the people to control them
46	Also no shot spotter. Technology doesn't work. Spend money on care for people not hunting them.
47	
48	The police have routinely proven that any power and technology given to them will be abused. Giving them additional surveillance technology will be used to further erode the civil liberties of the citizenry.
49	Divisive political rhetoric not focused on public safety.
50	
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52	UW researchers have raised concerns about how ALPR data could be used by federal agencies to track undocumented immigrants or by other states to track those coming to Washington to seek abortions.
53	
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57	
58	further increasing our dystopian police state
59	Absolute waste of public funds. It criminalizes all citizens who drive.
60	
61	I am not concerned about non target vehicles being recorded- as long as they are on a public street
	The rise in cybercrime is also a serious concern in regards to this data, as a bad actor or other state agency could utilize this data with statistical models to track and trace vehicles involved in abortion access, trans healthcare, or protest when or if the Fed ever finds those actions worth suppressing. The FBI and CIA's bad history of assassinating populist leaders outside of the law is also a concern in regards to this technology -- if they can use this data as a portal to track 'dissidents' that will also be a travesty.
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73	Our police dept hasn't shown themselves worthy of our trust with data tracking us and, frankly, no gov agency should be allowed to indiscriminately gather such data on their citizens.
74	
75	I believe this additional tech will lead to unethical targeting of low-income, unhoused people and people of color. And it's shown that less than 1% of data captured actually relates to criminal activity.
76	SPD has repeatedly shown contempt for the city it purportedly serves that make it highly un-trustworthy to have access to this kind of technology
77	Images of license plates not linked to any crime should be purged quickly (within 48 hours). This will protect safety of the most vulnerable including victims of intimate partner violence, stalking targets, and others whose safety is not considered when big data sets are put together.
78	The idea that private citizens can access this same data through a public information request is horrifying. This enables stalkers, violent exes, criminal tracking of potential targets, tracking of political opponents. It is ludicrous that SPD is pursuing this when there is such a horrific loophole.
79	
80	As at attorney, I have further concerns about the civil rights of accused people. I work every day with young people who suffer the aftereffects of being stopped by police for being 'in the vicinity' of an alleged crime or somehow 'matching the description' of adults the police are looking for. Often the only resemblance is race - as perceived by officers.  My legal work is also focused on domestic violence. The availability of a trove of public records that would allow stalkers and domestic violence perpetrators to track their victims with collected police data is a real risk.  This technology is poorly contained, unnecessary, and violates privacy and safety for everyone - but especially for our most vulnerable neighbors. Please reject it.
81	
82	Have they caught the guy who killed Jaahnavi Kandula yet?
83	
84	
85	
86	I am a technologist by trade and I am extremely opposed to the use of surveillance technology.  What laws are in place to protect citizens? What accountability is there in place for police officers' misuse of data? What prohibits the selling, sharing, or transferring ALPR data? No way to opt-out.
87	
88	
89	
90	Cost as well
91	
92	That the license plate numbers will be held for 90 days if they do not match up with stolen vehicles. Why so long? We're talking huge numbers of license plates being recorded. Why not work on the system to improve the input of stolen vehicles at that end of the process?
93	This technology puts everyday civilians in harms way and treats everyone as criminals always being under surveillance is a dystopian nightmare
94	I am a technologist by trade and strongly oppose this.
95	The cost? What are the costs? There's not a lot of information on how much it'll cost as a one-time cost and then as a repeating cost. Also, this form was down for over 3+hours, will you extend the commenting period?

96
97 I am concerned that this technology monitors the public, while studies have shown that only 1-2% of license plates come up as "hot", not enough to store everyone's data for 90 days.
98
99 This will make things even more dangerous for victims of abuse and dv!!
100
101
102
103
104 My lingering concern is that the city will fail to use this data to protect walkers, bikers, and transit users from the harm that poor drivers cause. Cars and trucks used in an unsafe manner need to be immediately impounded and the driver surrender their license. Poor drivers must be taken off the streets FAST. Poor drivers need to stop driving and use alternatives such as transit, biking, or walking so they understand how their poor driving affects others.
105
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110 The technology is too invasive toward law abiding citizens
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114 Yeah, it's a direct violation of everyone's right to privacy
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117 Also, it's scary that a public records request could get this information as well. Not connecting the license plate numbers to the names they're associated with doesn't actually help that much when someone stalking their ex already knows the plate number.
118 Just don't do it. The rate of success from capturing the plates does NOT outweigh the harm that can come from it. The increase in racial, gender, and sexual violence should give you pause as this tech could be used for targeting vulnerable groups and individuals.
119 See a pretty girl driving by? Jot down her license plate and use the database to stalk her digitally, perhaps to her home. (!) We as a society must reduce use of surveillance technology, not expand its use and availability.
120 I lack confidence in assurances this technology expansion will not result in abuse.
121
122
123
124 n/a
125 None
126
127 Deployment without ethical and privacy considerations that center those furthest from justice.
128
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130
131
132 If Cops keep tabs on all citizens plates then aren't we are all criminals in the eyes of police.
133
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136
137 Expanding police surveillance at a time when public confidence in the SPD is low is personally undesirable
138
139
140
141
142 Access by the public, and officers for reasons having nothing to do with enforcing laws.
143 Yes! Stalkers can access this information, which is inherently concerning. Victims of domestic violence are also put at much higher risk because access to this information is available through the fredom of Information Act.
144
145 This data will be required to be shared with members of the public who request it. This is tantamount to an invasion of privacy. This data could be used by abusers who want to track their victims of domestic violence.
146
147 Clearly your transparency is low to middling. Why should we support this being rolled out to the whole force?
148
149
150 You could spend the money on schools, parks, and libraries.
151
152 I don't feel Seattle should become a surveillance city, and SPD fleet-wide deployment would become a literal vehicle for mass surveillance. I should be able to travel through the city without documentation of such.
153 People shouldn't be able to look up plates that cops shouldn't have been collecting anyway. We're layering bad on bad.
154
155
156
157 None right now.
158
159
160
161
162 Please see #1
163 Yes, it is unethical to follow someone's every move in their car for 90 days.
164 Yes didn't run out of space but cannot stress enough that this is not necessary and will do nothing to improve public safety or police and community relationships. There is no reason to further step into police state functions . Currently myself and I think the public do not have enough trust in the police or SPD leadership/ procedures to believe that this will be used wisely or fairly or do anything to actually protect individuals in the community, it extends police jurisdiction, influence, and intercession into private lives. SPD is not in a place to carry out these intents fairly and in a way that supports public safety
165 Information like this can seem simple to discuss in terms of its current known uses, but it's important to keep in mind that many risks arise from tough to predict queries or inferences made by bad actors with access to the data in aggregate or alongside other information. Decisions to store and make this info available to officers should be made with a longer term point of view in mind, and with the assumption that data breaches are highly likely in the long run.
166 On the whole, I foresee a software that wastes police officers' time on false positives and leads to increasing of police intrusion on folks' lives, with the expense falling on those whose lives are made worse! Why should citizens pay taxes into a software that monitors their everyday actions? It's already a travesty that we're wasting money on Shot Spotter, which is KNOWN to WORSEN outcomes in every city where it was implemented. Why would we want another money pit that makes our lives more surveilled and less safe?
167 This is also a ton of money going to a not proven technology when the city is cutting funding for so many other things. SPD should not be able to hold the data for 3 months either.
168

169	I believe it is also a violation of our constitutional rights. The fact that a car, where it goes, where the people live, what they do and who sees the information is unconstitutional.
170	yes invasion of privacy
171	
172	
173	Data is open to misuse. SPD has a history of abusing their databases.
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179	Why not put this money to expand a murder empire into schools and education if you want to protect the public?
180	
181	
182	There is no good reason why SPD should retain images of license plates that are not associated with crimes for 90 days. These non-hit images should be automatically purged within minutes or hours, as is done within other U.S. jurisdictions using the same technology.
183	The current level of ALDR with its 90 days retention as a public record is already a hazard to all Seattle citizens. The City should first set up appropriate systems and safeguards so that it can handle these data appropriately before seeking to expand the system.
184	
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189	I am concerned about the lack of substantial restrictions on how ALPR can be used and how long license plate and vehicle data can be stored in SPD databases. Multiple instances of institutional abuse have occurred and would likely continue, as SPD officers have used ALPR data to track people in their personal lives. Additionally, members of the public can access this information via public information request. The vast majority of this data is on civilians completely unaffiliated with criminal activity, as multiple studies on ALPR have shown that only up to 2% of license plates captured are associated with any crime.
190	
191	
192	Secondly there's been evidence to show that this technology is minimally effective and like any infrastructure it costs money. Installing this system would be frivolous and wasteful for this reason
193	Also, if a person is a suspect and then found not guilty, why should his/her private information be allowed to exist in a public place that others could use in way to hurt the person. Records should not exist for 90 days.
194	
195	
196	
197	
198	
199	
200	
201	
202	
203	
204	Storage should be limited to 1 day and only for people who have committed crimes
205	

206
207
208
209
210
211 It costs money and every dollar not spent on housing and healthcare is the equivalent of paying people to commit crimes
212
213
214 This is a privacy issue, an equity issue, and a spending issue.
215 Fuck 12, fuck SPD. Stop the militarization of the police. They are a money suck and a resource vacuum for the city. Defund, disband, and give the money to the community.
216
217 Do not support the use of this technology.
218
219
220 Easy for this information to be misused.

### Question 3: What value, if any, do you see in the use of this technology?

ID	What value, if any, do you see in the use of this technology?
	Seattle's stolen property has been escalating; I see that in SPD's crime reports. Something ought to be done, and ALPRs are potentially a solution. But the database does not add enough value when one considers the potential civil liberties threats.
2	Very little, only like 1 percent of the images captured gets connected to a crime
3	Very little, unless you want to encourage abuse and mistrust.
4	None. 1% potential crime reduction is basically inert. Be better at policing, and investigating not data gathering. Data can be twisted to fit any narrative, good investigative work by definition can't.
5	I get that detecting plates is useful in finding stolen cars rather than manually scanning. I don't think there is any reason to store that data at all.
6	None whatsoever.
7	Stopping gang bangers who did drive-by shootings and home invasions
8	If I wanted to know everywhere anyone uses their car, who they are dating, and where I could go to find them, I'd be able to do this. Is this OK with you? Can we track all city council members too?
9	It will make tracking of wanted vehicles faster and easier. Fleeing suspects would have a harder time eluding enforcement. Parking scofflaws and people with license violations would have a harder time continuing to drive.
10	If the data were not collected and stored, I could see the utility for pinging someone to observe a stolen car or a car mentioned in an amber/silver alert. But as the data is collected and stored, I think any utility is moot.
11	None
12	None
13	I see no value.
14	Absolutely none
15	
16	None.
17	None
18	None

19	Nothing, compared to the already widely utilized instant matching of wanted license plates. Collecting the data for later processing is the same concept as having an officer sit in every citizen's car, just in case they commit a crime. Absurd violation for privacy, isn't it?
20	None, it does not prevent, deter or detect crimes and SPD policy does not permit vehicle pursuits so there will be no effect if they catch someone "in the wild".
21	As currently implemented and given an automated, near immediate purge of records, the technology may be helpful in identifying "hot list" vehicles.
22	
23	None
24	The value is only known after a crime is committed and the need to gather information becomes clear.
25	I have witnessed a large increase in poor driving over the past 2-3 years: speeding, ignoring stop signs and blinking lights, passing in bus lanes and middle turn lanes, and ignoring roundabouts. I'm not going to speculate as to why this happens, but it is putting a lot of people in danger, particularly pedestrians. I think that if drivers were aware that their driving was being monitored, they would drive in safer ways.
26	Frankly, none.
27	
28	It's great when used to catch criminals but why save the data of a law abiding citizen so that people could then request the info and track my locations and patterns.
29	None
30	I'd ing cars matched to crimes.
31	Reduce crime and missing persons. I'm all in
32	None
33	The only value I see is adding one more of our civil liberties taken away from the FREE PEOPLES OF THE UNITED STATES in the name of "protecting and serving". Last time I checked, the police only have a payroll because our taxes pay their salary. They work for us not the other way around!
34	The only point of this technology is to increase the reach of the surveillance state
35	None
36	
37	both times my car was stolen this technology helped find it within a week.
38	I don't. We haven't needed this technology before, we don't need it now, and there is not evidence that it helps police solve crimes.
39	I don't see any value of tracking citizens who are not suspected of committing a crime, who have not committed crimes or are not going to commit crimes. Once again, I see this as a constitutional issue and potentially a crises. What's next?
40	I see value only if the technology is used to be linked to a violent crime. If any other images that are not linked to a violent crime at the time of capture, than they are abusing the right to take these photographs.
41	None!!!
42	I'm not seeing it at all... Certainly not at the expense of privacy.
43	I do not see value in this technology.
44	Automated license plate recognition could potentially be useful in exigent circumstances (Amber/silver alerts, etc) when time is of the essence and a person's life or welfare may be at risk. Access to systems of that nature should be highly restricted and use authorized and overseen by courts.
45	Paranoia
46	None.
47	Well, it could enable stalkers! It will help bring about a fascist state in which people in Seattle are unable to move surveilled. But those are not good things.
48	I see no value in giving the police this technology.

	Enhanced public safety. Support law enforcement activities. Potentially reduce vehicle insurance premiums.
49	Apprehend criminals, recover stolen vehicles, support Amber / other alerts, locate drunk/impaired drivers, vehicles involved in road rage, etc
	Pursue vehicles with no license plates or obscured plates
50	I don't see any value to this.
51	
52	Limited value
53	Alerting to on matches to hot lists has value. It makes it easier for cars that have been reported stolen, reported to have been involved in hit-and-run, or other items to be located
54	It will help reduce crime
55	None.
56	None whatsoever by SPD's own data.
57	Very little except the minority of cases where particular vehicles have a linkage to a person suspected of a violent crime but a very large number of crimes aren't violent.
58	none
59	Fucking none.
60	Negative value. Even if it will help solve a few crimes. The collective bad outweighs any possible good
61	In our current SPD staffing crisis, it is important to use tools that can assist officers. Being able to identify vehicles that are stolen or have been used in a crime will assist officers in making our city safer.
62	If this technology were under the purview of SDOT, and could only be accessed by a formal request process in the case of a crime, then I could get behind it. Making the information largely arcane or obscured so public requests to track individual vehicles aren't a threat to public safety, I could see this tech used to assist with the awful driving habits of Seattle's vehicle owners - people in this city love to speed and to do illegal merges and actions out on the road, and this tech could help with enforcing more traffic laws - I think that needs to be 100% divorced from the police, however.
63	While it can reduce crime, data should only be retained for license plates that are linked to a known issue
64	Tracking criminals more easily
65	None
66	None.
67	None, it's truly Orwellian
68	None. The likelihood of it producing any actionable license plates when the criteria for inclusion is "all cars nearby" is nil.
69	It will be a massive assist in stopping vehicle theft, and other crimes that involve the use of a vehicle.
70	Very little if any.
71	Marginal benefits that might come from recovering stolen property or resolving other criminal activity.
72	literally none lol, this has been shown to be ineffective and the long term data hold is unlikely to do anything helpful.
73	For more quickly playing the license plate state game we used to play on childhood road trips.
74	I do not see any value in collecting this data and storing it and allowing citizens to request this sensitive information.
75	No value, only potential harm by SPD. We need more tech for human services, not policing.
76	none
77	I see some value in this technology for helping locate vehicles associated with amber or silver alerts. But as those situations are emergent and time-bound, retaining the data for 90 days and allowing anyone to request access to anyone else's activities poses a risk for abuse and personal safety concerns.

78	There is a benefit in automatic recognition of license plates, enabling drivers to keep their minds on driving. However, there is NO reason to store plates that are not a hit.
79	
80	None.
81	None. There is no way in which this technology will improve my life.
82	this is valuable technology for building a draconian surveillance state where anyone the police don't like can quickly and easily have their life ruined.
83	I like that if someone is driving a stolen car or has abducted or abused a person, the police can more easily find them out in the world.
84	None
85	
86	I see no positive value in this technology, I think it is extremely harmful to the public.  Another lawsuit for Seattle / Washington state taxpayers to fund: 87 <a href="https://www.eff.org/press/releases/electronic-frontier-foundation-aclu-win-court-ruling-police-cant-keep-license-plate">https://www.eff.org/press/releases/electronic-frontier-foundation-aclu-win-court-ruling-police-cant-keep-license-plate</a>
88	Absolutely none.
89	None for anyone other than the police, which should not be our primary concern.
90	None
91	None.
92	Some stolen vehicles might be returned sooner, but for this the other end of this process must be speeded up, i.e. when a vehicle is first reported as stolen.
93	None
94	None. This will only allow people who have access to this data to further abuse the system and the people being surveilled
95	None whatsoever. I wish they would dismantle them for the cars that already have implemented them.
96	According to data, < 1% of ALPR reads are connected to actual crime. There is no value in that cost-benefit analysis.
97	I can see the value in that it's helpful to scan license plates in real time, it's the storing of that information for 90 days that's disturbing.
98	None
99	NONE
100	
101	Keeping the eyes of the police officers on the road while driving so they don't kill pedestrians in crosswalks. Oh, wait, nevermind, they do that anyway with no repercussions. So, no value really.
102	None really! We don't need more cameras automatically registering identifiable data about people.
103	None! Why have a record of random plates cop cars are stuck behind in traffic?
104	The true value of ALPR is when it is utilized to track vehicles used in a reckless manner, to include speeding, running red lights, and driving in a manner inconsistent with Vision Zero goals. The key is FAST consequences. Poor driving equals car impounded and drivers license revoked immediately. Driving is a privilege, SPD needs to err on the side of the safety, health, and welfare of the public - not the convenience of the poor drivers. The public does not need to coddle poor drivers, consequences need to be immediate and procedures for re-in-statement of licenses and vehicles need to be thorough, costly, and painfully slow. Poor drivers must plan on using transit/bike/walking for years before re-in-statement.
105	None.
106	None
107	Reduces risk of future crime.
108	There is no value to the public of this use of technology. The invasion of privacy associated is a significant rollback of the rights of Seattleites. It should be outright banned, not expanded.
109	

110	None
111	None
112	None.
113	
114	None! It should be tossed out completely
115	Literally none.
116	
117	If the hotlist is maintained on the vehicle and the plate and geolocation information is not stored, it could be useful for Amber alerts and stolen vehicles, things that the officers in the vehicle would be responding to immediately.
118	Not enough value.
119	Surveillance. In the event someone uses a vehicle to commit a crime, that vehicle could more easily be tracked as it travels around.
120	little
121	I see no value that comes even close to outweighing the costs, both financially and ethically. Washington is already a high recovery state for stolen cars already, and we know that law enforcement have a track record of using this tech improperly.
122	Zero.
123	There is no value in retention of this data or expansion of its use.
124	If used to flag specific plates that are linked to a crime (with probable cause) I see the value in recovering stolen cars and catching dangerous felons.
125	Arresting criminals. Tracking stolen cars. Arresting people who break the law.
126	None.
127	
128	None. I do not care. If cops could do their jobs in 1990 without this technology, they can do it now too.
129	
130	none
131	None.
132	No value except to locate vehicles currently on the road, all data should be often and regularly purged.
133	I don't see any
134	It may help in occasional cases, but the constant mismanagement and misuse of the SPD means that they need to make significant inroads with the community they inhabit rather than spending taxpayer (or any) money on it.
135	In the narrow case were a license plate is linked to a crime, it could provide additional insights that could help establish the timeline or specifics of a crime.
136	I see that with a reduced police force this would help solve some crimes! Would help with all the stolen cars lately, would help detectives that don't have time to investigate, because they're are too few of them.
137	Very little; I have seen no evidence that this technology would have increased case clearance rates, and as it is not a preventative measure it will not materially increase public safety.
138	None whatsoever
139	
140	it would help identify, capture and prosecute car thieves and other crime perpetrators.
141	None.
142	None.
143	Although there is value in being able to track potential kidnapping victims and stolen cars, etc, the data is kept for 3 months under the proposal and is available to the public. It's violation of privacy is too great.
144	None
145	The only usefulness for this technology is for red-light enforcement, tracking stolen cars and speeders.
146	i do not see the value and i do not think this technology will improve community safety or well-being at all. i think it will make people less safe.

147	If the car matches a hit list plate, sure great, but keeping the information about non-hit plates for such an extremely long time does not look to be gaining any significant public benefit.
148	Getting criminals who are shooting guns everyday off the streets
149	Significant. Reduced time spent doing manual work which means more time for officers in the community. Better ability to track nuisance perpetrators.
150	None
151	Cars are weapons. If they have the technology to scan plates, they should also be able to scan speed. The police should stop people for speeding
152	I don't feel that the technology's value outweighs the liabilities it poses. There is too short a path to city-wide surveillance and too many opportunities for misuse, either by SPD, or outside influences.
153	None or next to none. Police drive around too much anyway. Get out of your cars and engage with the public.
154	
155	None
156	Sure, it makes it easier for cops to drive safely while also scanning license plates. But why the hell would you store any plates that aren't connected to a crime?
157	I presume it enables quicker flagging of problematic license plates.
158	None
159	I see no value in the technology.
160	
161	None
162	
163	None, this is fucked up.
164	None for the police this is just extra monitoring and surveillance with potentially no public safety outcomes and increased risk for discriminatory stops and police responses
165	I can understand that being able to automatically detect when a plate which is on some list of targets is within view of an officer's car. That said, I do not understand why that detection couldn't simply trigger an immediate alert for the officer or the police department more broadly instead of needing to be stored in a historical log.
166	Maybe cops would murder fewer pedestrians with their car and joke about it if they kept their eyes on the road.
167	I do not see any value in this technology
168	Slight value with getting license plates of perpetrators fleeing that may not get caught
169	None. I see it as harmful. There are plenty of other ways to track criminal behavior and the thought this will be expanded and result in harm to everyone.
170	none
171	I do not believe the benefits of using this technology outweigh the great costs and risks to privacy.
172	No value - all downsides
173	It is a complete waste of tax dollars for such a tiny success rate (1%-2%)
174	None.
175	I see no value in the use of this technology.
176	This technology removes a lot of the need for officers to manually scan people and vehicles looking for suspicious actors and playing on the officers biases. The only benefit of this technology is that it allows stolen vehicles to be located faster without officers harassing random civilians, and 'time is of the essence' instances of kidnappings and locating vehicles involved in violent crimes.
177	Great for things like Amber alerts and other BOLO items where immediate response is required.
178	I can see that it will be of great value to the police department in assisting them meeting their quota
179	

180	1. If the scanner is reading plates, the cops can keep eyes on the road, and strike and kill fewer people with their vehicles. 2. If the scanner is reading plates, there is less chance for human error in reading plates and mistaking them for "hot" ids, meaning fewer incidents of innocent folks getting pulled over for no reason.
181	I see no value in expanding this technology to all patrol vehicles
182	This technology can and has been used to solve certain crimes such as kidnapping, etc. But purging non-hit images from storage would not significantly reduce the technology's utility in this regard.
183	If the retained data can be restricted to the less than 1% that is related to criminal offences, it will help prosecute crimes.
184	It provides the punitive justice system greater speed and precision, which is not a particularly worthwhile goal.
185	I perceive the value to be minimal other than making it easier for police to prejudge drivers based on looking up their driving records more automatically and indiscriminately.
186	None.
187	There is no value other than militarization and a step further towards total fascist control of the people. This does not sever the people.
188	none - 0.2 percent of plate scans are linked to criminal activity.
189	ALPR can improve the rate at which police officers can investigate vehicles related to theft, felonies, and missing or wanted persons. It can make this work more efficient, and also be used to verify witness descriptions or identifying features of vehicles involved in these activities.
190	None, this is unacceptable
191	n/a
192	This technology is very useful for mass surveillance and thus controlling population. I think it has little to no value within a democratic and free society.
193	Perhaps in finding missing children
194	Compare current upheaval regarding children and TikTok, this tech is gaming for Law enforcement easy to manipulate and power addictive for police.
195	Absolutely none for public safety. The implementation of it will only deepen the City of Seattle's sense of being a police state.
196	NONE whatsoever.
197	There is no value in this technology. This is an attempt to justify the increase in spending for SPD without producing anything of value for Seattle residents.
198	None that outweigh its inherent damage to privacy.
199	
200	Comparing license plates against a hot list is a legitimate use of this technology.
201	
202	While there is a use for this technology in catching people involved in crime, the studies run on ALPR data show the actual usefulness of this is incredibly low, with some top estimates showing that just 1% of all vehicles scanned by the technology flagging cars with associations to crime.
203	If I had access to this data by public request, I would be able to construct more effective cases against police harrasment and targeting of citizens. It is my hope that I would, through correlation, also be able to infer overprofiled neighborhoods, but this would just be a nice bonus.
204	finding people who have committed crimes
205	I do not see how an expansion of this technology would be worth the cost to implement it (including purchase, installation, training, and data storage).
206	None
207	It doesn't really seem useful for anything other than harassing people.
208	None
209	Negative value, as in, not positive.
210	I do not see value in the technology. Police having this information makes me feel less safe, not more safe.
211	None

212	Obviously this could be used as evidence, placing a suspect at the scene of a crime.
213	
214	None.
215	Negative value. I believe it will worsen public relations with police, specifically regarding trust and privacy. I absolutely do not want my vehicle being tracked by police if I have done nothing wrong. How does that not constitute an illegal search or seizure????
216	Absolutely NONE.
217	None. And studies show it does not assist police much either. Too expensive for not much benefit.
218	I do not see any value of this technology
219	Helpful so that officers don't have to manually enter plates and compare against a hot list. But I think the data should not be stored.
220	Metadata may reveal police misconduct.

### Question 4: Do you have additional comments/questions re what value do you see in this technology?

ID	Do you have additional comments/questions re what value do you see in this technology?
1	If the expansion is going to go through, then at least SPD ought to be transparent about it. If this technology is as great as they claim, they should have no problems showcasing evidence of their successes. That also means being transparent about the use of the database.
2	
3	
4	Why would you even consider allowing this? Maybe if images deleted in 3 minutes like they do in another state. Maybe. Or maybe go read 1984.
5	
6	
7	It will help pull Seattle out of its current shit-hole condition.
8	
9	This should be used to find vehicles and people of interest but not to just vacuum up data on everyone just passing by.
10	NA
11	No, there is no value
12	Is this a surveillance state? Can funds be used to expand staff, outreach, and public safety
13	Only for amber or silver alerts, which would necessitate data to back up.
14	
15	
16	
17	
18	
19	
20	
21	What data exists to demonstrate prior deployments were worthwhile? What percentage of scans were used to prosecute a crime or otherwise serve the public interest? Is the current data robustly audited and if so, what analysis has been done (e.g. is a specific person an outlier who accesses it far more than others?)?
22	

23
24
25 I would like to see cameras coupled with cameras
26 There is no value in this given the statistics. It galvanizes the further existence into living in a police state.
27
28 Why keep all the data? What is the purpose?
29
30
31
32
33 This will only help police secure more funding while giving a terrible tool to the most deprived of our society.
34 Who on earth thought this was a good idea and have they ever seen even one episode of the Twilight Zone?
35 Unacceptable surveillance
36 Helping track criminals
37
38 To reiterate, I don't.
39 I'd like to have a response from the PD. What is their purpose for introducing this?
40
41
42
43
44
45
46 Put community policing walking neighborhoods. Know us as your friends and families not adversaries.
47 Why are we wasting our time on this? Why aren't the people pushing this on the street dealing with crime?
48
49 As mentioned so many times in the media and others: abuse, misuse, hacking
50
51
52 Who will have oversight on ensuring that the SPD does not abuse this technology when it gets expanded? Will that oversight come from an independent 3rd party? -Because it should, the SPD is not trustworthy
53
54 It will help reduce crime
55
56
57
58 acab
59 It increases Seattle's budget deficit.
60
61 I am very glad to see SPD and the City trying new things to supplement the declining police force. And this is not new technology to the City just increasing the use of a technology that has been in use already.
62
63
64 Overall I like it and agree with it, I just think you have to have safeguards in place to prevent the abuses from the past mentioned in the media.
65
66
67
68
69

70	
71	
72	
73	
74	
75	No more tech for police. Put funds toward human services.
76	Even considering this is a misguided use of city resources
77	Police officers have been known (nationwide and in SPD) to abuse access to databases like this. An expansion of the program must involve oversight, guardrails, and protection of the public.
78	
79	
80	
81	
82	they weren't doing their job before, and your solution is to give them more tools to abuse innocent people. You have failed to lock up the known criminals amongst their ranks.
83	
84	
85	
86	
87	
88	
89	
90	Don't use our tax money to pay for this unconstitutional invasion of privacy.
91	
92	I'm concerned about the amount of surveillance and what other crimes from the police will be used toward the public.
93	Why not just train your officer to be better at there jobs
94	Instead of wasting money on this, fix the potholes in our streets.
95	
96	
97	
98	
99	This will make things even more dangerous for victims of abuse and dv!!
100	
101	
102	
103	
104	Please expand Automatic License Plate Readers (ALPR), to traffic lights and lamp posts. This technology needs to help SPD get poor drivers off the road whether an officer is present or not.
105	
106	
107	Please approve.
108	Ban this technology immediately.
109	
110	Again, no value
111	
112	
113	
114	
115	
116	

117	Why exactly does the SPD need to hold onto this data for 90 days? Other places that do have this technology delete it after a much shorter span of time.
118	
119	How is this database being secured? Will malicious states such as Russia and China use the database to track particular prominent individuals living in Seattle whom they want to meddle with, such as U.S. Congress members? What if someone hacks the database and injects malicious false data that artificially and falsely places a person's vehicle at or near the scene of a crime? What if they hack it to remove legitimate data?
120	
121	I am a person who is part of communities that this tech will disproportionately target and impact. I am appalled that Seattle is trying to expand this already unethical tech. I oppose it and agree with the UW Center for Human Rights, the ACLU, and other community organizations that oppose ALPR.
122	I'm a Security Engineer, there isn't enough space in this form.
123	
124	I'd rather go without the benefits of this technology than give up my privacy.
125	I support this but only if technology is used to make arrests of criminals
126	
127	
128	
129	
130	
131	
132	This scanning of all license plates has little to no value and is an invasion of privacy and has the potential to be widely abused by police.
133	
134	
135	
136	
137	
138	
139	
140	
141	
142	
143	
144	What are the mechanisms in place to ensure this technology is not abused by SPD? What are the mechanisms to ensure the privacy of this data that is being collected.
145	
146	
147	
148	
149	
150	Absolutely none
151	
152	
153	No. This technology should be illegal.
154	
155	
156	
157	None right now.
158	
159	
160	
161	

162	
163	Nope.
164	Same
165	
166	N/A
167	
168	
169	
170	
171	
172	
173	Spend your time and money real police emergencies.
174	
175	
176	
177	
178	
179	please don't use our tax money for this!!!
180	
181	
182	
183	
184	
185	I would be interested to know about the concrete public safety benefits and see direct weighing of these against the almost inevitable abuse.
186	No value. This technology is an active danger to the community.
187	
188	
189	
190	
191	
192	
193	
194	Was the use and standards for this tech included in the ink freshly drying on the year past due contract? Bet a raindrop ☹ Not.
195	What exactly would this data be retained for? Why would it need to be retained for 90 days, a full quarter of the year? Could that money instead be used to improve road navigation, improve bus service, or housing? (The answer is yes, but where you put this money will tell the community a lot.)
196	
197	
198	
199	
200	Storage of scanned license plates should not be permitted. The only use should be to lookup the plate in already existing hotlists, then the plate number shall be promptly discarded if it doesn't match.
201	
202	
203	
204	do not store the license plate info for more than one day
205	SPD officers who have this installed in their vehicle should be logged automatically every time they use it, including date, time, vehicle identification, and location. Data on which officers use this, how often, and where should be available to oversight committees and the City Attorney's office.
206	
207	
208	

209
210 Do not increase the use of this technology.
211 Any accidental benefits of surveillance are outweighed by the fact that the same dollars could be spent on sure fire crime preventers like housing and healthcare
212
213
214
215 When will we have TRUE police accountability? Use this technology on the cops, not on the innocent people of Seattle.
216
217
218
219
220

### Question 5: What would you want City leadership to consider when making a decision about the use of this technology?

ID	What would you want City leadership to consider when making a decision about the use of this technology?
1	Do the benefits of recovering stolen vehicles match or outweigh the risks associated with misreads or high-risk vehicle stops alongside the privacy concerns with the searchable database? If yes, that cost-benefit analysis should be readily apparent to the public.
2	At least requiring as a part of the expansion that the amount of time the data is kept is limited
3	There is no clear benefit to the public, and massively increased risk of abuse.
4	Their citizens. Police are not and have never been a force for justice. They are just force. Allowing them massive data surveillance is about as terrifying for the public as you can get. Ultimately it will drive privacy minded folks away from our city and state only to help police be more lazy.
5	Consider how badly this could be misused by police abusing their power. Consider how badly this could be misused for an officer to stalk someone.
6	Privacy, security, and rights-based concerns over baseless claims made by a police force that has been a national embarrassment for a decade.
7	Implement it
8	Do not allow this to happen
9	There needs to be controls and oversight of who is allowed to access the data and for what reasons. No officer should be allowed free access to the data. The public should not be allowed access to the data without court allowed access to specific parts. Officers should not be allowed to search outside of cases that they are working on. Officers should be registered and tracked as to which data they access and for what reason.
10	Did drivers in Seattle agree to give up their privacy and control over their data in order to use city streets? Does this surrender of data not usually come with a user agreement, some indication that people know and understand their data is being collected? This technology has already been used in Seattle for a few years now, and I wasn't aware my location data was being collected!
11	The cost of adding this to all patrol vehicles, and the lack of benefit provided. Money could be better spent elsewhere.
12	Weigh the degradation of our privacy and how the technology will/can be abused
13	It's a disgusting use of funds.
14	Start working for the public interest
15	Consider that you might not want to provide an agency that already abuses your constituents with more power and information that can be used in abusive ways. Consider what would truly be gained by this move. Consider what will allow you to sleep at night.
16	Consider the creep in police availability to track individuals who are innocent of crimes. Consider that we are innocent until proven guilty and should have the right to move freely without tracking. How could this be used against POC especially when SPD has historically harassed and arrested marginal groups.
17	

18	Consider what the money spent on this could be used for other, proven programs that actually help people and prevent crime.
19	Although there are many hypothetical scenarios that paint this technology as a silver bullet to save lives, I implore decision-makers to look behind the hypotheticals and question the performance of the currently implemented system through hard numbers today.
20	The current failures, consent decrees and issues that exist within SPD should not give you the rationale or confidence that the SPD will not abuse this technology as they have other items. The potential benefits do not even come close to the risks of the usage of this technology and the city wide implementation of it.
21	Why are they so focused on gathering this information? What use is it? Surveillance of the public at large with no rationale for it is the start of further erosion of civil rights and the allocation of additional power to the SPD that they do not need nor have the proven they have the ethical, moral or human kindness abilities to be entrusted.
22	The Seattle Police Department has demonstrated not mere obstinance but open hostility to both Seattle residents and the rule of law. They violated chemical weapons moratoria handed down by the mayor and council, celebrated killing unarmed nonviolent citizens, incited panic by lying to the public, sprayed council members with chemical irritants, and refused to answer questions regarding abandonment of the precinct. Policies clearly cannot deter them from abuse. Robust automatic purging should be required for any new surveillance deployment.
23	The privacy of its populace, the possibility of their own data being leaked, the prior history of the SPD in failing to safeguard similar information. e.g. this case from 2018 in which an SPD officer stalked his ex girlfriend via a similar database <a href="https://www.heraldnet.com/news/investigation-seattle-cop-used-police-database-to-stalk-ex-girlfriend/">https://www.heraldnet.com/news/investigation-seattle-cop-used-police-database-to-stalk-ex-girlfriend/</a>
24	<b>DO NOT USE</b>
25	Stop assuming that the police will gather information on unfaithful spouses, people going to medical appointments, and other irrelevant stuff. The technology is needed to catch bad people doing bad stuff. If you do not retain ALPR for the 90 day period then you should not bother paying a vendor for the ALPR at all. The ACLU is no longer a relevant organization that protects peoples civil rights. They hate the cops and will do anything within their power to remove any relevant technology that assists them in their job.
26	The invasion of privacy of the people of Seattle & all who visit. It might be better to spend more efforts tracking the explosion of crime that happens on foot here.
27	Consider the consequences of the abuse of such a system. The working poor who drive to work at night or are delivery drivers in high crime areas being tracked and profiled.
28	I would like you to consider how it's fair to track our movements then keep the data fire so long with no cause. The privacy of a law abiding citizen like myself is in danger. Everyday I'm seeing people drive erratically, speeding through the bus lane, passing in the center lane (through intersections) while i sit there following the rules and watch nothing being done. I see dozens of unregistered cars on the road every day. What about insurance, does this system tie in to insurance verification?
29	Maybe for once having a backbone and not cowering to police interests and business interests over the rights of regular people.
30	
31	How can it be used most efficiently
32	Any SPD officers with credible allegations of harassment or domestic violence should be removed before anything like this should be considered.
33	Consider that government was never meant to be able to peer into every aspect of our lives when nobody ever asked for big brother looking up everyone's skirt without even asking us out to dinner first.
34	Consider literally anything else
35	This should be illegal.
36	What will help the police make our city crime free.
37	it's this, or make it safe to park your car on surface streets in Ballard. (right?? fucking Ballard, they stole my car in BALLARD)
38	That this technology is unnecessary, costly, and dangerously intrusive.
39	Consider a citizens constitutional rights. Otherwise, this will get bigger than the counsel.

40	If City leadership would feel comfortable with all of their movements being tracked, and potentially compiled.
41	Consider eliminating use of this technology by police instead of expanding it.
42	Please do not use this tech against us - Police have proved time and again that they need to earn our trust - this is not a step in that direction.
43	Seattle should not be a surveillance state. This is the garbage that countries like China do invade into people's personal lives.
44	License plates exist as a public safety mechanism for law enforcement and other authorized parties to verify ownership and registration of vehicles and enforce road safety laws and regulations. They are not and were never intended to be a mass surveillance tool.
45	The rights of private citizens
46	False information. Terrorizing citizens.
47	That SPD lied to us about the East Precinct.
48	Consider the public's rights to privacy and their safety from the police.
49	City leadership is ineffective and not the appropriate decision maker. This effort must be lead by law enforcement, along with an politically independent organization, to evaluate data associated with the use and misuse of this technology, address concerns, implement guardrails, then implement state-wide with the ability to communicate between state law enforcement agencies.
50	If SPD is insisting this technology is crucial for doing their job (which I'm dubious about), then please require them to clear all "non-hit" data after 1 hour -- as many other cities who use this technology do.
51	Don't do it. Don't waste the money.
52	The untrustworthiness of the SPD
53	What is the case for expanding the use of this technology? The rate of stolen cars getting recovered is already extremely high.
54	Put it in every patrol car and at fixed locations all over the city.
55	Why consider it at all?
56	Consider the 99%+ of city residents who are not involved in an investigation and may be tracked by anyone who queries the database of retained license plates. There are innumerable ways for this to be misused and almost no utility by SPD's own data.
57	We should also consider the costs. SPD's clearance record is abysmal and it's probably not because they lack this particular technology given that most crimes are never associated with a particular vehicle with a known license plate.
58	acab
59	The potential for city government creating a right wing police state and future lawsuits.
60	Whether they want any member of the the public to be able to track their comings and goings on a continual basis
61	It is important to look at the possible repercussions and weigh that against the public good. In this case the benefit to the public far outweighs potential harm.
62	The above, and that turning our city into a surveillance machine under the purview of police officers with an awful track record is just blatantly a bad idea. If one of the members of city leadership had a falling out with a cop or pushed policy that was anti-police expansion, would they really want 3 months of tracked license plate data at those cops fingertips? I would hope they can see the risk involved through this anecdote.
63	Value citizens privacy
64	Crime and the perception of crime is up and is bad for the city.
65	Privacy
66	Consider residents' privacy.
67	That it is unconstitutional
68	How many women die from domestic violence annually. This publicly available information will escalate cases from mere harassment when abusers only have contact info, to assault and death when abusers can learn where their victims are physically located as part of their daily life habits. Most people go to the same locations for work, worship and basic errands.
69	Beyond having it on police vehicles, maybe have cameras set in high traffic areas or areas of concern to ping when known plates show up in the area.
70	If you do approve this technology, please push back on department leadership who say that 90 days is an appropriate retention period for this type of data. If it is collected, it should absolutely not be stored for that long.

71	1. Whether the marginal benefits of this technology outweigh severe privacy infringements and potential for misuse. 2. Time period allowed for retention of this information. 3. Limiting the scope of which department vehicles can use this information, if any. 4. Who can access this information. 5. Recordkeeping of access logs showing who within the police department is accessing this information and when.
72	The rights of the citizens, the real consequences of this technology, our right to privacy, the expansion of the surveillance state, the ways this people vulnerable to abuse, stalking, and other crimes by allowing personal data to be shared to literally anyone.
73	Other jurisdictions strict standards for data retention and to make sure there are publicly visible checks/balances/reports for those who want to access the data.
74	I want the city to see how spending public dollars on things like this for police is a huge waste of resources that could be spend solving root issues. Also, I want the city to value citizen privacy and security. The police already have enough ability to surveil and track citizens.
75	Please consider the likely harm by police and further distrust of SPD by the public.
76	The impact to communities that are already over-policed
77	Studies of ALPR data show just 1% to 2% of license plates captured are either on a hot list or associated with any crime at all. Therefore, there is not a strong data case to be made for expansion of the program without a firm framework for public safety, limiting how data is accessed and shared, and reasonable data retention limits.
78	Consider in particular the use of this technology in elections. With only a license plate number, any political opponent would be able to track your movements across a 3 month period. Consider also that this dramatically expands the already considerable political power of the police and police officers guild.
79	Please read what I said in question 1.
80	The police department spends a tiny fraction of its time investigating major crimes. They will not do more just because they have more surveillance - this surveillance information will be misused, and it isn't worth the cost, the harm, or the injustice it will inevitably spawn.
81	Why does the police budget need to be so gigantic?
82	Have the police demonstrated quite clearly that they consider themselves to be above the law. They have also demonstrated clearly that they do not have any interest in reducing crime or even lifting a finger to do anything to help the victims of crime, for example by recovering stolen goods. This behavior has been rewarded with constant budget increases and now an expanded surveillance state.
83	Consider all the abuse vectors for people with access to this technology, whether through internal access or the freedom of information act. Consider immediately and automatically discarding any data not known to be associated with crimes. Even if that makes it slightly worse at detecting crimes that the police become aware of after the detection has happened, it makes it a lot more immune to abuse.
84	Look at their past behavior and whether they seem to show respect for the civil liberties of Seattle citizens.
85	Consider the impact on privacy and the way that other jurisdictions manage this data. Cars not involved in a crime should have the data either not captured at all or purged quickly from the system.
86	
87	
88	Think about how easy it would be for anyone to simply request that data and have a map of your movements. If you don't want that personally, then you have no business deciding that for anyone else.
89	
90	Privacy, violation of the Constitution, misuse by police.
91	The city leadership should bane the technology.
92	Privacy. Ethical problems (already exhibited and hard to stop). Who has access and how it can be used to harm. It says it would be public information, hackers will use this! Scammers will use this!
93	To not force your citizens into suck a predicament
94	Consider how this money could be used to help the community at large instead of using this for surveillance of citizens which leads to abuse of power.
95	People's comments, thoughts, and warnings.
96	The police department is meant to be a public service. SPD has shown again and again that they have no interest in serving the public. City leadership MUST hold them to task. Consider putting funds toward community services that are proven to reduce crime, rather than reckless technology that gives SPD further opportunity to deprive citizens of basic rights.

97	Do not store the data, the technology can be programmed to delete the data quickly.
98	Do not implement this technology.
99	This will make things even more dangerous for victims of abuse and dv!!
100	
101	If City decides the apparent benefits outweigh the massive, consistent invasion of privacy of every Seattle driver, they should at least limit the data retention period to 48 hours or less. If SPD cannot make use of the data in that amount of time, maybe they can spend less time harassing and killing innocent civilians.
102	Please look into existing complaints to OPA regarding misuse of this and related technology by SPD as well as cases of misuse nationwide. Please consider how this technology might be misused to directly put people in danger.
103	Think about doxing and how public info gets misused! It seems like a bad idea.
104	Safety, health, and welfare of the public. City leadership needs to hold paramount the safety, health, and welfare of the public. Every poor vehicle driver needs to be taken out of the drivers seat and use transit/bike/walk. Poor drivers need to understand how their actions impact others. City leaders need to refrain from coddling poor drivers.
105	Stop throwing money at the SPD.
106	The policing alternative this money could pay for instead of police state tech toys.
107	Approve for increased safety.
108	Citizen privacy, SPD's heinous record of corruption, decrease in trust of law enforcement.
109	Erase it within 48 hours unless linked to an ongoing investigation
110	Privacy rights, budgetary costs, less invasive alternatives
111	Technology is not neutral. It can and has been used inappropriately. Once it is in place and precedent is set, harm has been enabled, and it is very difficult to undo.
112	
113	Pray to a loving caring wise humorous beautiful joyous higher power for guidance in this decision. Your soul is at stake. Stay awake!
114	I would want them to simply not consider it at all
115	Do. Not. Do. This.
116	Consider how a malicious actor (within or without the SPD) might be able to track and follow an individual without their knowledge. Now consider how many thousands of individuals could be tracked in the same way with no tangible benefit.
117	Also, how expensive is this going to be? The city has a massive budget problem right now; how is equipping the SPD with more expensive technology going to help this? They just got the "ShotSpotter" thing for 1.5 million dollars. Maybe use that new toy for a while first?
118	Costs, Resources, Success Rates, Personal Privacy and Human Rights
119	All of the above. There have been at least three reported incidents of police using this database for personal purposes. Any vehicle data collected on innocent civilians who are not involved in any criminal activity should not be recorded or stored.
120	unless the data retention time can be dramatically reduced from 90 days (less than 24 hours?), the technology should not be expanded to every police vehicle
121	I want them to consider NOT expanding this technology and to do away with it entirely.
122	Not Doing It At All.
123	Would a City employee consent to having their vehicle's whereabouts tracked, by any member of the public, with no opportunity to opt out? Would a police officer be in favor of any person being able to track their personal vehicle use? If not, this program should not be expanded and should, instead, be curtailed.
124	Please approve this request ONLY if paired with legally binding requirements that prevent the creation of a surveillance database. And include an audit by a third party to verify our privacy.
125	How many arrests can they make and will they actually get criminals off the streets.
126	The waste of money from a cost effective standpoint. The departments are already throwing money away on other pieces of technology, like the shot spotter and the lawsuits from officers abusing their power. The safety of largely women is also heightened when their movements can be tracked by abusive partners and other people in their lives.

127	Is this the right “solution” to your defined problem? What does precedent tell you about the misuse of this kind of collected data? About breaches?
128	
129	Reach of current SPD ALPR devices is already very broad. During 1 week in 2021, 9 active SPD ALPR devices logged nearly 100,000 reads, including outside Seattle city limits, according to analysis by University of Washington Center for Human Rights researchers: <a href="https://uwchr.github.io/spd-alpr/">https://uwchr.github.io/spd-alpr/</a>
130	stop wasting money on surveillance tech
131	Please be mindful of the rapid pace of AI and how unreliable it is.
132	Curtail this data use to be purged within 48 hours or less.
133	The disproportionate effect that incarceration has on vulnerable communities
134	Fund other things like social services to make our streets and communities safer! Like the library, parks department or DESC!
135	This is not a hard technology problem. If the SPD cannot provide the same guarantees and timeframes that other jurisdictions can provide, that's not an excuse to approve this request. Rather, it's further evidence that the SPD's data control and management systems as so antiquated as to be evidence that abusing this data isn't a risk--it's a guarantee and only a matter of time.
136	I would like them to consider that crime in our city is constantly going up, we don't have enough police officers on the force, and can't hire/train them fast enough. I think if this would help take folks committing crimes off the public streets, I'm for it.
137	Do not underestimate the risk of leaks or improper access; computer systems are not impregnable.
138	Do not use it at all
139	
140	The citizens (disproportionally black and brown) victimized by ongoing crime.
141	This does not prevent crime in any way. Transfer the money to community initiatives to house and feed our cities most vulnerable, which has been shown to prevent crime.
142	Consider eliminating this altogether.
143	Do not adopt a policy that violate people’s right to privacy as provided under the US Constitution.
144	Please consider all the better uses for this money, investments in the community that would actually increase public safety.
145	I request that the City reject the expansion of the use of this technology.
146	please listen to community. we care about our own safety and this will NOT help.
147	The City leadership should take privacy concerns extremely seriously.
148	How many criminals can you lock up?
149	
150	Don't buy it. Invest in the community instead.
151	if the City is going to install technology to scan plates, they must also scan speed and stop people who are going more then 5 over the 25mph speed limit. Cars are killing people walking.
152	SPD has other emergent issues at the present time, and new technology, procedures, staffing and other intangibles should not be introduced that could create further issues within the department.
153	Do we really want to give SPD more toys or more power? Police solutions are rarely good solutions. Decrease the police budget, increase social services. It's that simple.
154	Privacy/bias/database abuse
155	
156	Personal privacy, and the ease with which the technology can be used by abusers.
157	I would want leadership to examine carefully whether capturing reams of potentially private data is worth the benefit, and to provide strict, enforceable guard rails to prevent data dissemination. I would like data to be held as briefly as possible, if at all.
158	Who this will affect and how it empowers police to continue abusing its power
159	Is this technology addressing the root causes of harm in our community (housing unaffordability and insecurity, redlining and disinvestment in neighborhoods on the basis of race, lack of health and income supports)? Are there ways to improve health and reduce harm that do not rely on surveillance and policing that the city could fund instead?

160	Please consider our human, and humane, rights of privacy.
161	The impacts of who had access to this data and the many ways it can be misused
162	Please see #1
163	Please consider the privacy and autonomy of the citizens of this city. This type of policing is not ok.
164	Openly asking community members and giving information sessions, looking for real ways to connect with the community to increase public safety instead of trying to sneakily monitor people; pick better officers who are willing to work with people where they are and able to listen and work in a harm reduction model instead of an escalation and surveillance model, go out in the community and actually connect with people and do active patrols to be visible; ask SPD leadership at the precincts to instruct their staff to respond to calls and actually connect with the community and listen to their needs - currently response times are terrible, there is already a staffing crisis In SPD, and much too often there is no actual response for many hours because it seems that officers refuse to leave the precinct. Better accountability measures for officers that are not punishment based and look to train and correct behaviors to improve police community relations. There are many more important and needed things SPD can and should do to serve the community expanding monitoring, or teams like CRG that have no real value to the community does nothing to address the goals SPD outlined for this proposal , bring back community police teams localized in each neighborhood
165	As suggested above, I would strongly urge city leaders to consider that the use of this technology cannot be promised or predicted upfront. Once the information is available to police, new uses or abuses will be discovered and leveraged.
166	There is a very real danger to victims of abuse and stalking in keeping a registry of license plate locations. This danger only increases when you realize how commonly police are those perpetrators of abuse. Further, this technology undermines basic privacy and the ability of people to feel safe going about their lives. I, personally, would not feel safe visiting local queer support centers if I knew the government is building a profile about where I go. I can only imagine how much terrifying it is for others-- those who would not want to be on a registry for visiting abortion-giving clinics, or places of worship.
167	Leadership should think about the harm this can cause individuals going about their daily lives in Seattle. Especially those experienced domestic violence where people can look them up with a public records request. And with the disproportionate domestic violence perpetrated by police officers, this is also cause for concern with their access to this. Beyond this, increasing this technology will be hugely expensive and the city has more important things to fund that actually meet people's needs.
168	Purge the data much quicker than 90 days. 1 day is sufficient. Plus housing all that data is going to be expensive for 90 days.
169	The City Council and Mayor needs to consider their constituents privacy and the fact that the technology will also cause harm to innocent people
170	
171	I want City leadership to, at minimum, avoid technologies that would enable routine surveillance of individuals not under investigation/not under a warrant. This is a huge overstep.
172	Consider voting against this and all other surveillance technologies in public spaces funded by taxes, which includes roadways.
173	Find a better use of our hard earned tax dollars.
174	Civilian oversight into how civilian data are stored, protected, accessed, and expeditiously purged.
175	Consider how increasing the surveillance on citizens and the tracking of their movement limits their rights to privacy, and the INCREDIBLE number of ways this technology can be abused. Given the inefficacy of police in preventing or helping resolve any crime, why would additional technology to help them track and surveil more be beneficial to the public?
176	This technology is unnecessary, if you must expand money we spend on policing, an already bloated area of the city budget that sees zero returns on investment for public health and safety, please ensure that restriction is placed on the data this technology creates to limit unnecessary tracking of civilians. There are consequences to using this technology, expanding the constant surveillance and tracking innocent people throughout their lives with zero technological mitigations on that surveillance is an unacceptable consequence that should deter the technology from being used at all. We cannot create a jail cell for every citizen to live in just so that we may not worry about 'crime', consider the humanity of everyone in the City and the desire of every human being for freedom from being constantly watched. Do NOT allow data from non-hits be kept for any longer than an hour, there is no excuse, the department cannot be so inept that it cannot identify a "significant image" within that time-frame.

	Recognize the opportunities for abuse of this data and put controls in place to ensure that it is not abused. The 177 existing ALPR data has already been abused by SPD officers for harassing ex-lovers and ex-lovers new relationships. This is unacceptable and there must be guardrails against this kind of abuse.
178	I would like them to consider who will benefit from increased surveillance.
179	
180	Like all data-gathering technology, it's very useful and also very easy to misuse. Any expansion of the use of this technology MUST be accompanied by an extensive set of guardrails around its use: how long is the data available; who can access it; when can they access it; what kind of evidence request do they have to make to access it.
181	Digital privacy rights being violated by the blanket use of this tech
182	A thorough risk-benefit analysis must be done for such a sweeping change. The expansion of this technology cannot be approved until strict and mandatory audits and regulations are in place. Require that SPD explain in great detail why non-hit license plate images must be kept for months, while other jurisdictions purge them almost immediately. SPD should be made to PROVE that the benefits outweigh the risks - it cannot be assumed. SPD has already proven that even officers within their own ranks have used this technology improperly and for criminal stalking. Thus, they cannot be trusted to make promises about the utility of this technology without data to back them up.
183	The City should first set up appropriate systems and safeguards so that it can handle these data appropriately before seeking to expand the system. To do this the City first needs to learn from other states like NH and set up a system that can quickly identify data relevant to crimes and purge the rest. There should be an additional safeguard that the data of any innocent citizens should not become a public record.
184	Rather than funding efforts to 'catch more criminals' at the cost of 'pesky civil liberty' please try to focus on changes worthy of upholding.
185	Put a premium on privacy, and let the data lead us to the most effective tools. Generally solid investigations and building trust and relationships in communities. That starts with addressing the culture problems in our police force.
186	Does it feel "safer" having your personal information secretly scanned without your knowledge and put into a police/publicly available database when you were going to the grocery store or on the way to your house or just passing through? No, this does not improve public safety.
187	Consider how data is weaponized in our modern world.
188	The council rejected amendments to add money to our city foodbanks this year. Income disparity and food insecurity are major problems the city is facing - and even a small amount of money can make a huge difference when it comes to food security. Spending money surveilling Seattle citizens should not be council's priority.
189	These steps toward techno-solutionism in our public institutions cannot be taken without the expressed consent and overwhelming support of the people whose data, privacy, and lives are at risk. The constant pushing of the needle towards increased collection and maintenance of detailed information about multiple aspects of our lives as the price to pay for participation in public spaces has already gone too far, and this will only take us further in the direction of fear, surveillance, and corruption.
190	This will not help prevent any violent crime but will be used by nefarious users to stalk intimidate and harass constituents
191	Please consider the safety of people experiencing domestic violence, people trying to escape trafficking, people seeking access to services such as abortions, and people who are being stalked, to name just a few situations in which access to tracking information could pose severe-- even deadly-- risk to the people in them. This includes civilians who have no personal relationships to SPD officers, but who may have people in their lives who would use access to this information to hurt them, and it also absolutely includes people who have personal relationships to SPD officers-- multiple SPD officers have already used ALPR technology to stalk people in their personal lives and NO ONE (SPD or civilian) should be able to access such sensitive information.
192	Is sacrificing the freedoms of privacy and laying the ground work for mass surveillance of the public worth a possible small change in road crime?
193	Look at other states that quickly discard the surveillance information..
194	As we are paying for the love of tech and damning efficacy, community involvement in implementing and a MOU of this surveillance program and local tech TB purchased/ considered from local vendor. Lastly no bevy of paid consultants to monitor, disseminate or staff this misadventure.

195	A large majority of the non-white community in Seattle already has difficulty trusting the city council, and even less so the SPD, which again, has repeatedly shown bias against particularly Black, Native, and Hispanic communities for several decades. Adding a way to track vehicles is dystopian and would erode that trust further.
196	Consider the killing of Manuel Ellis. Consider all the misuses of power of SPD. Consider their handling of the 2020 protests. Consider the ways that police have tracked and killed activists, innocent women, and even just those they have political or personal grudges against. Consider all the fucking ways this technology could be abused and for so little potential value.
197	City leadership should consider the wants of the residents of Seattle. This level of surveillance, available to both SPD and the general public, is outrageous and dangerous. This is again an attempt to justify the increase in spending for SPD without producing anything of value for Seattle residents.
198	The use of this technology should be not be expanded, rather it should be curtailed or eliminated. The system should not retain any data related to non-hits for a period longer than three minutes. If the system can't meet this requirement it should be scrapped, and only replaced by one that can and does.
199	The certain impact on people's privacy. The liability of having to safeguard this information once collected. The potential damages the public can claim if this information is abused or exposed to adversaries.
200	Consider the costs - both financial and erosion of civil liberties - that expanding this camera program represents. SPD shouldn't be wasting their time and resources with a system that can't automate looking through massive numbers of images and being able to quickly determine whether they need to be retained or not. It is unacceptable that these images be kept for up to 90 days and that they can be accessed both by law enforcement and members of the public via public disclosure.
202	Have the database that people's identification information stored in emptied much more often than the current 90 day mark. SPD stores this information for already much longer than many other departments around the country. Record who has access to the database. If the OIG doesn't know which officers can access this database and there are reports showing that current police officers have accessed information on an ex's new partner, or information on a domestic violence situation and then revealed that to a party involved, there needs to be a way to hold those people accountable. That this is not already a policy or practice is irresponsible and shocking.
203	
204	Privacy laws and the collection of data about citizens who have not committed any crimes
205	SPD's case closure rate has continued to decline despite increases in budget and new technologies. This is a waste of money that could be put towards solving root causes of crime, rather than give SPD officers a way to track any citizen they please.
206	Consider that this is taking rights away from good hard-working Americans Freedom that we are entitled to privacy is being stripped from us and this is absolute violation
207	The fact that police always lie and are never held accountable. Providing them yet another source of data to surveil the population for no gain should not fly.
208	Putting the privacy of people over what SPD wants for surveilling people
209	Don't adopt it
210	
211	That we don't want more money going toward police or policing
212	This is police overreach that invades people's privacy.
213	To not do it
214	SPD do not need more technology with which to further abuse our trust. This is a notoriously corrupt police force. OPA has received an average of 1,200 allegations of police misconduct over the last few years. There are numerous examples of SPD inappropriately accessing data: for example, in 2021, a police officer used his access to databases to track his ex's new boyfriend.  Now they want more surveillance tools?

215	the fact that this will very likely reduce the public’s trust in police and I am very certain that bad actors, in SPD, city government, and private individuals will use this info to harass people they don’t like or have political differences with. Think about how this could affect folks escaping DV, to have this information publicly available could put them in harms way. 40% of law enforcement spouses report DV. Keep that in mind...
216	Do not further entrench your constituents in a hostile surveillance state.
217	To not move forward and spend the \$\$ elsewhere.
218	Consider alternatives that give to our community rather than increasing surveillance.
219	Consider the ease with which members of the public will be able to download the data and keep it forever.
220	Think on compromising your privacy.

**Question 6: Do you have additional comments/considerations that leadership should take into account when making a decision about this technology?**

ID	Do you have additional comments/considerations that leadership should take into account when making a decision about this technology?
1	Republican attorneys general have been seeking methods to extract information about their residents fleeing red states to blue states seeking reproductive or gender affirming care. City leadership should find a way to prevent this technology - especially the database - from helping to prosecute individuals who lawfully enter Washington state for these healthcare needs.
2	
3	
4	Shouldn't police do police work? Maybe have better ways to police than mass surveillance.
5	
6	
7	Implement it yesterday
8	
9	
10	NA
11	
12	
13	
14	
15	
16	Absolutely do not do this.
17	
18	
19	
20	Trust is earned, not given and the SPD have not earned the trust needed for this type of request. They need to work through the existing problems and remediate them before they can be given any additional abilities.
21	The City spent approximately one third of its total budget on SPD. It's well beyond time to stop throwing money away by buying them every shiny toy they want.
22	
23	Don't expand this don't use it
24	No
25	
26	Please show respect for the obvious, blatant, invasion of privacy of this is & ultimately how innocent people may be victims of this data.
27	The SPD has abused this system in the past. The ALPR system will allow for abuse of power that is arguably goes against the 4th Amendment of US Constitution.

28	
29	This is all so creepy. How are you even having this conversation?!
30	
31	No
32	SPD continues to employ officers convicted of crimes and who have committed gross misconduct. Until we can get to a point where SPD is not employing individuals who have demonstrated a lack of willingness to comply with the law and SPD policy, leadership should not allow the authorization of any technologies that could be abused. The department also needs to implement better systems to prevent technology it already uses from continuing to be abused.
33	Stop this insanity. Only you can prevent forest fires.
34	This is a terrible idea
35	
36	
37	
38	Seattle has been a leader of police reform since 2020. There is no need to expand police powers and set back years of work.
39	Don't vote for it. Otherwise, this will be a stain on your record.
40	
41	
42	
43	
44	
45	You don't rule us
46	Technology is a cheap choice. Not in terms of money but in terms of care for our community. Not everything can be fixed with tech regardless of who's selling it.
47	
48	
49	Communicate with insurance providers to seek input, and possible technology funding, relative on the tangential benefit to that industry.
50	
51	
52	The untrustworthiness of the SPD
53	
54	
55	
56	
57	
58	acab
59	Do you want your private vehicle and personal location tracked by police?
60	Please oppose any measures that increase broad spectrum surveillance.
61	
62	
63	
64	Enforcing rules is how you maintain a civic society
65	
66	
67	Don't do it.
68	With budget cuts looming and the police already having a disproportionate amount of that budget, this is a poor use of that money. The citizens of Seattle marched for George Floyd for days to protect against police overreach. This would give cops more power in direct opposition to the will of the average Seattleite.
69	
70	
71	
72	why does SPD need 90 days of data when plenty of other jurisdictions delete this data so quickly?? does SPD just suck at their job?

73	
74	
75	No to this and no to shot spotter.
76	
77	
78	Consider also the security and cost of storing this data. Data storage isn't free and the security is never perfect. What are the infrastructure costs of storing this much data (again, data that has no investigative benefit and a massive amount of liability)? What would the fallout be if this system were hacked or the data leaked? Data in storage is vulnerable data. The longer data is held in storage the longer it is vulnerable.
79	Please read all of the text that I submitted in question 1.
80	
81	Police have always used their tools to oppress people and engage in campaigns of systematic harassment of anyone who criticizes them.
82	I know it is hard for you, but please consider that the police are over-funded and the rest of the city is woefully under-funded.
83	
84	
85	We should be concerned NOT ONLY with how the police could use this data (which should be a concern), but also with how the public can use this data.
86	
87	
88	
89	
90	Cops and the mayor love new, untested, expensive cop toys like the shotspotter and this proposed garbage. Stop it!
91	The city leadership should listen to the will of the people, or be ousted from government by them.
92	Yes, we don't know who will have access to this data and what harm it can do. Not every police officer is trustworthy with such information. There are already proven abuses from this kind of close information.
93	To listen to the community
94	I will be actively campaigning against this
95	yes, have they done any research themselves on ALPR?
96	
97	
98	
99	This will make things even more dangerous for victims of abuse and dv!!
100	
101	
102	
103	
104	Expand ALPR. Red lights. Speeding. It is within the city's power to make our city safe for everyone, to attain vision zero goals if leaders expand this technology to "drive" every poor driver from the streets of Seattle.
105	
106	
107	
108	
109	
110	Stop spying on people!
111	
112	
113	
114	
115	How are you going to ensure this will not be used to discriminate against marginalized folks? Especially when it's in the hands of SPD who have a LONG history of discrimination.
116	

117	
118	Read the reports. Review the literature. Know the facts.
119	Will there be a means for vehicle drivers and owners to opt out of this database? What is the argument for making this database publicly available to the public and worldwide (assuming it is made available on the Internet), versus keeping it for use only by law enforcement? What safety measures are in place to ensure law enforcement personnel or would-be abusers are using this database in a sanctioned manner, with permanent logging of all usage? Will all use of the database be recorded, such that if someone is raped, attacked, killed, etc., by a criminal who used the database to locate their target, then the criminal's IP address and own database usage can be used to identify and locate them?
120	public confidence in our police force is the issue
121	From an equity and a human rights standpoint, ALPR is a bad direction for our city to move in and does not add the value that proponents argue for.
122	"Law Enforcement" has a tendency to you know ask for things that are Against the best interest of citizens while talking about homicides, robbery, kidnapping and pearl clutching about The Children.  This is precicely the same formula.
123	
124	I support our police having tools to do their jobs. But only with well defined limits and third party audits. This technology comes with significant risks to the public good. Let's do it right. Flagging known plates is fine. Mass data collection is not.
125	No
126	Stop wasting money and focus on fixing your culture and training. No one can trust you when you have so many bad actors.
127	
128	
129	Under current data retention and public records policies, anyone could obtain up to 90 days of SPD's ALPR records and track the movements of specific license plates throughout the region. This presents significant privacy concerns.
130	
131	
132	Seattle barely is starting to trust cops again, this will not improve the situation
133	
134	Please stop this incessant need to spy on the community and instead look to invest into it!
135	
136	Think more about the lives this will save or crimes this will help solve, more than if we should use it. If we use it responsibly it is well worth the additional cost.
137	
138	
139	
140	
141	
142	Require deletion of non-matched data as soon as the matching process is complete.
143	
144	
145	
146	
147	
148	
149	
150	This technology will hurt not heal our communities.
151	
152	
153	Police don't need more tech. If anything, they should be on foot more making face to face interactions with people. We don't trust the police because they're an occupying force. We don't know them. They aren't from our neighborhoods.
154	

155	
156	Same.
157	None right now.
158	No
159	
160	
161	
162	For any retained data, assume that it can be obtained by those who will do the worst things with it. Facebook and google data provide great examples of how states with agendas can extract information via court requests and do things with that data that impact human rights.
163	
164	Try harder, instead of looking for the easiest route look internally to assess training and corrective procedures so that staff are better equipped to handle complicated calls. Connect with the community and be open about intent instead of trying to sneak in extra surveillance measures
165	
166	
167	
168	Consider budgetary overruns and impact for privacy.
169	
170	
171	Leadership should consider not just intended uses of data but also the potential for abuse and harm that exist if the data is not used as intended.
172	Overreach of power - capacity to track movements and retain info on people - high cost of this technology when there are other pressing needs/ social services that should be funded - the potential for abuse of this data by police - the potential for abuse of this data by other than police - I oppose increasing surveillance of people going about their day-to-day lives.
173	Listen to the public. Many of your policies fly in the face of the public good.
174	
175	
176	
177	
178	
179	
180	Is the benefit to the police department large enough to offset the cost to our privacy. Is the police department prepared to respond to the spike in DV calls when abusers have accessed their exes' travel logs using FOIA resources. Is the police department actually able to disregard looking at the patterns in traffic around big planned protests in order to protect the Constitutional right to privacy of citizens, or will they insist that reviewing that data is necessary for public safety.
181	
182	Any proposal that includes sharing data with other states or agencies outside of Seattle should be a non-starter. Any proposal to store non-hit images for 90 days should be a dealbreaker in terms of expanding this technology.
183	
184	
185	
186	The city desperately needs more extreme weather shelters for both increasingly cold winters and consistently smoke-ridden summers for the homeless population as well as people whose houses are not equipped for extreme weather. Extreme weather shelter expansion would be a much better use of these city funds and improve public safety far more than expanding automatic surveillance technologies which will actually diminish public safety.
187	
188	Please consider this technologies efficacy. If the technology were able to solve crime it would be worth while to consider. But given that 0.2 percent of plate scans are linked to criminal activity and the number of concerns this tech brings and potential abuses, please weigh carefully benefits and risk as well as consider how this \$ could be better spent. If we are concerned about car theft - our tax payor dollars would be much better spent on lighting and environmental improvements that have been shown to reduce crime. This would produce a

	greater benefit to the public in terms of public safety without any concerns for the privacy of law-abiding citizens.
189	
190	Those in witness protection or in refugee status or otherwise at risk of stalking or surveillance should not be able to be documented at locations that are then accessible through FOIA, public records requests and through as large of a network as the Spd
191	
192	see Edward Snowden
193	
194	See above
195	You have the power to make this community better and safer; allowing a uniformed police force to track cars at their own discretion leaves an unacceptable risk of targeting non-white communities. Please consider spending whatever funding this takes on something that tangibly helps the community at large.
196	
197	
198	When this information is collected it becomes subject to abuse by both authorized and unauthorized parties. We cannot effectively prevent this access, or abuse, therefore we should not collect the data.
199	
200	SPD has not demonstrated it's a good steward of license plate data, so it should not be permitted to retain data. Other police departments accomplish their goals without the need to retain this data, so SPD should be able to operate without retaining license plate data.
201	
202	Is the technology actually useful? Technology like this is always touted as something amazing that will revolutionize some part of something, but not only is it expensive, it's benefits are always way overstated. Is the expansion of the program really necessary? Or is it just something that a department wants to do?
203	
204	Protect privacy
205	
206	
207	
208	
209	
210	
211	Defund SPD and expand housing as fast as possible
212	
213	
214	
215	Fuck this technology. Fuck shotspotter. Fuck SPD. Fuck SPOG. When will you listen to the people of this city? We do NOT trust SPD or SPOG and never will. There needs to be a major overhaul in Seattle regarding "law enforcement". We should be a leading city when it comes to this, we should live up to our reputation. But instead we hide and cower and think state-sanctioned gangs will keep us safe. WE keep us safe.
216	
217	Privacy and time of when spd deletes the information. Should be able to follow other cities if this moves forward (which it should not).
218	
219	
220	Read 1984.

### Question 7: Do you have any additional comments or questions?

ID	Do you have any additional comments or questions?
1	I think it's good that SPD is aggressively going after stolen property. I just don't want the database to come back to haunt us, so more policy control over that should be implemented prior to the expansion.
2	
3	
4	

5	
6	
7	Quit being a libtard
8	
9	Is this only to be installed on vehicles or will there be stationary roadside cameras as well? What are the equity implications for neighborhoods that have more police vehicle traffic than others?
10	I understand that the issue at hand is increasing the use of this technology, but my honest preference is that its use be discontinued entirely.
11	
12	
13	
14	
15	
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17	
18	
19	
20	
21	Council recently told Seattle teachers there was no money to pay them a living wage during a period of historic inflation. Why are we even considering spending millions on Orwellian programs in light of that?
22	
23	
24	No
25	
26	Do not allow this in good conscience. As I write this, there have been three violent crimes in my neighborhood, per Citizen. I would rather there be more effort actually taking care of our neighborhoods. On foot. In real life.
27	
28	
29	I'm sickened that this is even being discussed. We're tracked enough; why add to the already crushing demoralizing feeling of living in a world that monitors people's every breath?
30	
31	No
32	
33	For the people, by the people!
34	
35	
36	
37	
38	
39	n/a
40	
41	
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45	
46	
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48	
49	The issue is public safety in the global use of the term. While implementation and use of the proposed technology is re-active, it is an opportunity to prevent follow-on criminal activity, recover individuals and property, reduce road rage, etc. Law enforcement clearly understand the issue. Supporting data goes back decades. An independent agency along with the justice department, not city leadership, needs to be authorized to review all historical data (including abuses associated with the technology), communicate with others currently using similar systems,

specifically define the desired outcome, assess implementation with appropriate guardrails, transparently communicate with the public - including annual or semi-annual reporting of outcomes of the use of the technology, any abuses and means to prevent further abuses, lessons learned.
50
51
52 no
53
54
55
56 I wish the city council to know this will absolutely effect my vote in future elections. I will not vote for anyone who supports this technology.
57
58 acab
59 Never increase police surveillance. Always protect citizen privacy.
60
61
62
63
64
65
66
67
68 People will be murdered as a direct result of this. Most of the murder victims will be women.
69
70
71
72
73
74
75 Defund the police. Fund human services.
76
77
78
79
80
81
82 it is terrifying that this proposal was allowed to advance this far.
83
84
85
86
87
88
89
90 Don't give the cops anymore expensive toys to invade our privacy.
91
92 I have concerns for undocumented immigrants with this system.
93
94 None
95
96
97

98
99 This will make things even more dangerous for victims of abuse and dv!!
100
101
102
103
104 Additional comments: Do not coddle poor drivers!
105
106
107
108
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110
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112
113
114
115 Please invest money in important systems! It is embarrassing that SPS is in such a funding defect and instead of supporting and uplifting the youth of Seattle, you are only creating things that will make it less welcoming for them.
116
117
118
119 What will keep anyone on the internet from downloading a copy of this database on a periodic basis, creating essentially a permanent record potentially spanning years of all vehicles' data that is recorded? How robust is the authentication system that may be used to protect the database from download?
120
121
122 Tell Them "Nyet Comrade".
123
124
125 Why aren't you arresting people for committing crimes?
126
127
128
129
130
131
132 This is police overreach and a response in the form of a ballot measure will likely follow if city leadership doesn't address this promptly
133
134 No, shame on the SPD for investing in this technology
135
136 Considering the past decision from the city council on police enforcement policies, I am hoping that they have learned their lessons and that public safety is one of the top issues right now in the city.
137
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147	
148	Everyday this week somebody is shooting in the CD - we are living in the middle of a gang war and it's just a matter of time before a stray bullet kills (another) person who isn't involved in the gang war.
149	
150	Why do you think this is a good idea?
151	
152	
153	No, this covers it. I have work to do and shouldn't even have to be doing this survey. It should be common sense that we need police that look a lot like they do in other developed countries.
154	
155	
156	
157	None right now.
158	Stop giving the police more resources and put them back into the community
159	
160	
161	
162	
163	
164	None
165	It makes me very proud of this city that I am able to submit my concerns for consideration. I thank city leaders for their time.
166	This is a terrible idea, don't waste our collective tax money on this.
167	
168	
169	Please vote NO on APLR
170	
171	
172	
173	I hope the results of this questionnaire are available via FOIA.
174	
175	
176	
177	
178	
179	
180	When I'm out and about in public I may not have any reasonable expectation of privacy. However there's no need to make it easy for outside people to track me down. Since New Hampshire proved it's possible for this system to work when purging unneeded photos every 3 minutes, there's no possible reason for SPD to keep my pictures for 3 months.
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194	Just found out about this survey today, this is the concern about transparency and info access.
195	Yes: what of the six Seattle Police Department officers who were found to be on the National Mall during the January 6, 2021 riots in Washington, DC?
196	
197	
198	Do not expand this technology to any new vehicles. Do not retain any data related to non-hits for a period longer than 3 minutes. If that is not possible, do not collect and retain it at all. If it is to be collected it should only be retained the period minimally feasible, and in no wise for longer than an hour, otherwise just don't do it. At all. Period.
199	
200	
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202	
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210	
211	Stop the sweeps, any problem caused by a person living in a tent or a car can be addressed without forcing them to move
212	
213	
214	
215	Don't pass this. This is gross and disgusting and scary. My communities do not have good relations with police and this will only worsen it. If you want to gain the respect and trust of Seattlites, please listen to us. Otherwise I imagine folks will continue to fight this and take it to the streets.
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220	

## ALPR Public Comment received via Privacy Inbox



December 9, 2023

cc: Seattle IT / Privacy

Dear Seattle Council Members Juarez, Morales, Sawant, Mosqueda, Herbold, Nelson, Lewis, Peterson and Strauss;

WA People's Privacy is offering this letter to you all with deep concerns over the proposal to vastly expand the use of Automated License Plate Reading (ALPR) technology in Seattle across several city departments. We also want to acknowledge the timing of this letter: this is happening just after Seattle City Council members have approved the purchase of Sound Thinking (formerly named ShotSpotter) audio surveillance technology and integrated CCTV cameras, *and* after it passed a Ceasefire resolution. We are disappointed to see Seattle continuing to deepen and expand city-wide surveillance of residents and visitors rather than using those funds to secure the real and tangible safety of its most precarious residents, such as provisional housing and care for unhoused and housing-precarious people, increasing hunger and food security supports, and an expansion its emergency sheltering and resource provisioning capacity. We also urge City Council members to consider whether their positioning is performative or real when it comes to calling for a *decrease* in violence against citizens in other parts of the world, while pursuing *increased* violence against people at home in Seattle by expanding policing and surveillance powers. Surveillance isn't safety.<sup>1</sup> and if everyday violence in U.S. cities does not demonstrate this well enough for Council members, #Gaza is a solid and truly devastating example of the fallout of invasive surveillance and state control on fast-forward.

While it's clear that ALPRs appeal to police and cooperating agencies in that they provide broad and easily trackable data about any and every car's travels throughout the city, state, and nation; this technology poses acute and disproportionate threats to many communities, including immigrants, abortion and gender-affirming care seekers, and Black and Brown people and communities. But ALPRs actually pose great risk to everyone's first and fourth amendment rights,<sup>2</sup> and thus all people's safety and security.

It's our understanding that SPD is looking to purchase and expand the use of AXON 3 ALPR cameras to its entire fleet and across departments. After review of the promotional content and videos for AXON products, it's clear that AXON interfaces with a suite of other surveillance technologies and platforms, including body cams and the import of ALPR data from other sources. AXON systems include interview recording technologies, surveillance cameras, now the use of AI for both face recognition and ALPR technologies, and more. Via AXON's software, ALPR data can be integrated with many other kinds of data. As long as inter-local agreements are in place, ALPR and other data can be easily shared across local, state and federal agencies with a few clicks in the software platform. Whether it's AXON or another company, ALPR providers have similar features in order to compete in the law enforcement tech marketplace, so the brand or company itself is less important than the overall functionality and harms of this tech in general.

ALPR technology does not operate in a vacuum. The data ALPRs collect can be stored, including in agency case files as evidence (once marked as evidence, much longer retention periods apply for any kind of data agencies collect), added to various lists –including "hot lists," and shared. With their focus on broadening and expanding their surveillance products and profits, **private companies often include**

<sup>1</sup><https://truthout.org/articles/surveillance-technologies-dont-create-safety-they-intensify-state-violence/>

<sup>2</sup> <https://www.independent.org/news/article.asp?id=14516>

"Community Addition" features. These enable additional parties, such as neighborhood surveillance groups, businesses/corporations and other third parties to offer up *their* ALPR or other surveillance data for import into the law enforcements' existing systems and integrate it with that data. Sometimes this additional data is sourced from from Lexis Nexis via other agencies,<sup>3</sup> Flock,<sup>4</sup> (See also ACLU's alert on Flock<sup>5</sup>) or other sources – such as Motorola's Vigilant Solutions.<sup>6</sup> *Community addition features, as well as the availability of all city ALPR data for 90 days via records requests, present many harms, and a what many legal scholars regard as a dangerous run-around of our fourth amendment rights.*

City Councils should thoroughly investigate the various integrations and cross-platforming of SPD's surveillance technologies, and the ways in which their data storage and sharing settings, including inter-local sharing agreements, may be dangerously invasive for Seattle residents and visitors alike. According to AXON's video describing feature updates in December 2023 and coming in March of 2024, AXON 3 ALPR cameras function up to a 75-foot distance, in all lighting conditions, and captures as many as 75 plates at once/per minute. AXON's server and cloud-based systems are set up to retain and share large amounts of data, with the ability to share/transmit 100,000 pieces of evidence to another agency in one "share" or transmission. The University of WA Center for Human Rights produced a detailed report last December on the dangers of ALPRs, specifically detailing the dangers to immigrants and abortion seekers Post-overtun of Roe v. Wade.<sup>7</sup> However, threats to the public are actually far more expansive. The end of that report offers specific recommendation to policy makers, which generally overlap with WA People's Privacy's recommendations to you here.

#### Threat of harm to abortion and gender-affirming care seekers:

In the wake of Roe's overturn in our 2023 session, our WA State Legislature enacted a shield law that *should* prevent WA State agencies from cooperating with law enforcement investigation requests to prosecute people for seeking abortion and gender-affirming care here, however; we have recent news that Oregon's similar shield law has already been worked around via location data obtained without the cooperation of Oregon agencies.<sup>8</sup> The more data collected on people, the less safe we are from this kind of tracking. As the recent Stranger article<sup>9</sup> aptly points out: with a planned retention period of 90 days, ALPR data from Seattle's systems would not only be accessible for periods long enough to allow ethics-compromised officers to help officers from out of state abuse that access, but also via public records requests. This means our shield law may *easily* be thwarted by out of state actors in collaboration with in state residents, none of whom need be law enforcement status in order to obtain the records and then offer them up to law enforcement in other states. There are plenty of extremely dangerous individuals and communities looking to harm abortion and gender-affirming care seekers, *this is not a hypothetical*.

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<sup>3</sup> <https://theintercept.com/2022/06/09/ice-lexisnexis-mass-surveillances/>

<sup>4</sup> <https://www.newsobserver.com/news/state/north-carolina/article281363348.html>

<sup>5</sup> [https://www.aclu.org/wp-content/uploads/publications/flock\\_1.pdf](https://www.aclu.org/wp-content/uploads/publications/flock_1.pdf)

<sup>6</sup> <https://www.brennancenter.org/our-work/research-reports/automatic-license-plate-readers-legal-status-and-policy-recommendations>

<sup>7</sup> <https://jsis.washington.edu/humanrights/2022/12/07/whos-watching-washington/>

<sup>8</sup> <https://www.theguardian.com/us-news/2023/nov/01/idaho-mother-son-kidnap-charges-abortion>

<sup>9</sup> <https://www.thestranger.com/cops/2023/12/05/79293457/seattle-police-department-pitches-dramatic-expansion-of-vehicle-surveillance>

**Threat of harm to immigrants:**

The risks of ALPRs to immigrants has been an ongoing discussion for years. As Georgetown's Immigration Law Journal explained clearly in a 2020 article: this data can and has been used to target immigrants.<sup>10</sup> Similar to shared above, the dangerous tracking and targeting of immigrants is not simply a threat by far-right and xenophobic LE agency actors, but also by hostile individuals and groups seeking to harm immigrants. In our current climate of increased threats of violence to Muslim, Jewish, and Sikh communities and individuals amid what UN officials have characterized as a textbook case of genocide in Gaza by Isreal; the threats to safety that this kind of data and its extended retention and availability to the public presents *cannot* be allowed to occur in Seattle, or in our State.

**Threat of harm to all people exercising our First Amendments rights to speech, public protest & assembly:**

As Seattle leadership and police are keenly aware, Seattle has a strong tradition of participatory democracy, public assemblies, and protest/demonstrations for or against particular issues. One of those issues has been policing. During the mass uprisings against police murders and violence, Seattle residents utilized their First Amendment rights to make strong statements not only to decry police violence in all its forms, but also to envision a city without invasive policing and mass surveillance. Seattle's also seen mass demonstrations around abortion rights, international trade policies and conventions, pro-peace / anti-war demonstrations, protests to sweeps, and even a recent interfaith coalition calling for a ceasefire in Gaza. Outfitting every squad car with ALPR cameras will exponentially increase risks to people exercising our rights to speech. Again, ALPR data does not exist in a vacuum. It can be integrated with body cam footage, and other camera footage in place of public egress, in addition to a web of private surveillance camera footage –all accessible to law enforcement. Not only can people offering up their dissent in a public place be tracked and targeted based on photographs, but now so can their cars, and then all of their subsequent travels.

ALPRs pose safety risks and threat of police retaliation to people exercising our rights to speech, particularly in a political environment that has become increasingly polarized and threatening to many people of marginalized identities and communities.

**Threat of harm to women, sexual assault and stalking survivors, and vulnerable/marginalized populations:**

Countless organizations have flagged ALPRs as not only objectively invasive of privacy, but as extremely dangerous to victims of stalking, harassment and intimidation. In a publication of the University of Michigan's Ford School of Science, Technology and Public Policy,<sup>11</sup> they flag these threats, and note that several cities have banned the use of ALPRs completely due to the increased threats of violence they open up for vulnerable people. Officers have misused databases for personal abuse,<sup>12</sup> and professional abuse has targeted people based on religion and race/ethnicity. While women make up the majority of cases of stalking, LGBTQ+ people are also at increased risk. This population includes people facing poverty and extreme precarity, in addition to sex workers, who often face extreme threats to their safety, including from law enforcement targeting, in addition to the many state harms due to the marginalization and

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<sup>11</sup> <https://stpp.fordschool.umich.edu/news/2023/automated-license-plate-readers-widely-used-subject-abuse>

<sup>12</sup> <https://www.kwch.com/2022/10/31/kechi-police-lieutenant-arrested-using-police-technology-stalk-wife/>

vulnerabilities they face. Bottom line, no one deserves to be stalked, assaulted or harassed, and we don't need to be employing tech and surveillance that further enable such violence.

**The risks of the use of ALPR technology far outweigh its benefits. If the City Council fails to regulate on this and allows for the expansion of this technology, which we hope it will not given all of the concerns listed above; WA People's Privacy suggests that the following steps be taken and legislated by the City Council to mitigate some of its harm.**

1. Delete all ALPR data collected – that is *not* a direct hit on a "hot list" in pursuit of an abducted person or a violent offense – within 48 hours.
2. Do not allow parked SPD vehicles to use ALPR functionality anywhere in the vicinity of a public assembly or protest. Require that ALPRs on any vehicle in the vicinity of a public assembly or demonstration be shut off or in sleep mode, and require regular audits after every public demonstration event that SPD vehicles have been in the vicinity of, or mobilized intentionally to, in order to ensure adherence with people's First and Fourth Amendment rights.
3. Ensure that policy and use agreements with the vendor are modified to ensure the privacy and protection of Seattle residents and visitors.
  - a. Review vendor data retention policies and ensure a negotiated contract with AXON that adheres to a 48-hour ALPR deletion policy from *their* data storage that is in line with Seattle's 48 hour deletion policy. Third parties are not beholden to rules governing SPD ALPR use, unless they are pro-actively negotiated and in writing.
  - b. Review AXON's policies on sharing data, and revise contract and policy language as needed to ensure that ALPR data cannot be shared by any other party except for it's collecting agency (no third party sharing or selling by AXON or its affiliates).
  - c. Review AXON's integration policies and ensure that ALPR data is not being used in a way that amplifies it's surveillance footprint, such as being used alongside face recognition, Flock or Sound Thinking (formerly ShotSpotter) Audio and CCTV Surveillance, without new and additional review of such by the Seattle Council and the public.
4. Call for an independent audit and review all integrations and inter-local sharing agreements that have access to or can be combined with ALPR data to ensure that SPD cannot and is not in violation of Shield Laws, whether willfully or unknowingly.

As Seattle navigates proposed uses of different technology in various ways, it is essential that our lawmakers center people's constitutional rights, and conduct diligent inquiry into the harms of new and expanded technologies. We urge our council members to resist rosy-sounding marketing spiels of companies looking to not only profit off of the invasion and violation of people's privacy, but to work with law enforcement to engineer a world in which every minute of people's lives is tracked, measured, searchable, and documented in data points that are endlessly shared/sold, and up for grabs by a network of agencies and corporations around the world. We cannot stress enough the broader implications of this kind of data surveillance to democratic governance, fair elections, and healthy participatory democracy.

Law enforcement will never advocate for *less* surveillance, nor *less* access to people's private lives. They never have. In fact, law enforcement departments and agencies will always advocate for *more* access, whether it's invasive and rights-violating or not. The private market is more than happy to meet those desires by pitching ever more invasive and harmful tech, and raking in the profits.

But, it is not the proper role of our lawmakers to be in league with law enforcement on that tendency. In fact, is not the job of lawmakers to make policing the public easy or privacy-violating at all. If anything, our legislators bear the opposite responsibility: that of upholding our constitution and the rights it affords, and attending to our human and civil rights *first* with each and every policy decision and law passed. Law enforcement and police are not entitled to define what safety is, nor how it is achieved. THAT is the purview of people and lawmakers.

Many of the technologies marketed to law enforcement agencies are first tested on occupied and vulnerable populations abroad before being marketed here in the U.S.<sup>13</sup> and it's vital that our lawmakers understand this. In a globalized economy, Seattle budget and surveillance decisions are very much connected to human rights and wars, global data flows and geo-politics.

**WA People's Privacy calls on the the Seattle City Council to work to roll back the use of surveillance tech in Seattle, not to increase it.**

While we were unavailable to engage with the Council in support of the community's recent call to stop the City's purchase of Sound Thinking with CCTV cameras (formerly ShotSpotter) this year; we are very concerned about the purchase and adoption of that tech. With our understanding of and expertise in data privacy issues, big data flows & commercial and law enforcement data surveillance, as well as the myriad of threats (local, state, national and global) to people's privacy, safety and security *and* our democracy that unchecked data surveillance currently creates, we would be remiss if we did not flag for the Council the compounding and intersecting harm that each additional form or surveillance tech adopted by the city creates for actual people.

An entirely unregulated industry is currently expanding and further deepening already-existent harms in tech with the integration of complex algorithmic software (AI). Similar to our note about what the new and updated AXON 3 ALPR Camera systems are capable of, the Council must be prepared to navigate proposed revisions/updates to all of its existing tech contracts that will pose much deeper privacy-invasive harms and threats. We can guarantee that these proposals will continue to come before the Council, and it would be wise to either pause them and ask for State and Federal regulatory action first, or allow civil and digital rights experts and people's advocates to assist Council members in bringing forward proactive law to mitigate these imminent harms in advance. Increased data surveillance combined with big-data-powered AI features will present increasing and deepening harms and threats to *all* of us, but will be disproportionately aimed at targeted individuals and groups, including immigrants, healthcare-seekers, LGBTQ+ people, Black and Brown people, and anyone exercising our rights to speech in public.

We urge to you to proceed with an *over*-abundance of caution, to disallow the deepening and expansion of surveillance at a time when the U.S. has yet to legislate to protect people's rights in the area of mass data surveillance, and is still considering such legislation.

On behalf of WA People's Privacy, thank you for your time and review of this letter, and thank you all for your work. Please reach out with any questions.

Very truly yours,

Maya Morales, founder  
WA People's Privacy

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<sup>13</sup> <https://foreignpolicy.com/2022/02/21/palestine-israel-ai-surveillance-tech-hebron-occupation-privacy/>

**Letter received via Privacy email inbox:**

Dear Seattle City Leadership,

Here is my public comment on the Material Updates to the proposed new SPD Automated License Plate Reader (ALPR) Fleet-Wide Surveillance Impact Report (SIR).

Over-arching Top Concern: Data Retention of Non-Hits

A journal article assessing 87 days of SPD ALPR data collected in late-2012/early-2013 via both Patrol & Parking Enforcement (aka PIPS & AutoVu) found that in total SPD's ALPR systems scanned over 1.7 million license plates but only 9,660 of those plates were on a hotlist (aka a "hit"), which is only 1.2% of all plates scanned [1]. This percentage is largely bolstered via the Parking Enforcement ALPR system scanning less plates and being more likely to return a hit which for this dataset includes any ALPR data retained because it is associated with an SPD case; and since parking enforcement is more likely to scan plates that they then issue a parking citation for (SPD Patrol does not issue parking citations) and because there are more parking violations occurring than there are felonies, this means Parking Enforcement will generally be expected to always have more hits. But SPD's overall fleet of vehicles contains more patrol cars than parking enforcement vehicles, so it makes more sense to focus on the Patrol (PIPS) data. Drilling down into that, we see that most of the overall plates scanned (1.5 million) was from Patrol but only 3,775 were hits or 0.25% [1]. **This means that over 99% of the plates scanned by SPD Patrol and having their timestamped geolocation details retained for 90 days were just innocent people going about their day.**

According to the US Census, Seattle had a population of 608,660 people in 2010 and 737,015 in 2020 [2]. Though the Census counts include people too young to drive and people without cars, so those numbers are an over-estimate of the possible unique plate reads. Based on WA DOL data, we know that there were roughly 417,973 vehicle registrations in 2022 for King County (data not broken down to the city-level & only available for 2022) [3]. When Seattle's population was smaller SPD, still scanned nearly 3 times as many plates as there were residents. Some of those plates will be for non-residents, but it also seems very likely that unless you keep your car hidden in the garage and never drive it, that SPD has likely been tracking your location history; and there's no *technical* control in place that *prevents* the abuse of this data.

The long retention of reads that are not hits means **SPD's ALPR system currently meets the definition of mass surveillance** (aka "bulk collection")[4][5] and this problem will only be worse with the proposed expansion of this technology.

Seattle's Community Surveillance Working Group (CSWG) in their Privacy & Civil Liberties Impact Assessment recommended limiting retention of ALPR read data for non-hits to at most 48 hours. Seattle City Council specifically passed an amendment seeking to reduce the data retention of non-hits to 48 hours, inline with the CSWG. SPD's response was that their "position on this issue is guided by the operational practicalities of criminal investigations which cannot be confined nor defined by a static time frame, in part, due to the various constitutional protections and safeguards law enforcement must adhere to in investigating." But the request for the 48 hour retention period only applies to non-hits, meaning the data was not associated with a criminal investigation, so the shorter retention period has no impact on the data retained for investigations; and it would also have no impact state or federal "constitutional protections" or "safeguards". SPD goes on to state, "SPD simply does not have the capabilities to resolve questions of whether the data is case related within 48 hours, and any such retention period is therefore wholly unfeasible." If this is true, then this would mean that SPD believes they are less capable than multiple other police departments considering that New Hampshire

only retains non-hits for at most 3 minutes. **So every single police department in the entire state of New Hampshire can somehow manage to avoid conducting mass surveillance of their residents and yet New Hampshire hasn't devolved into a lawless state that criminals flock to - calling into question then SPD's supposed justification.** Even Axon's default data retention period for ALPR reads is one-third (30 days) the amount of time SPD says they need [6]. This leaves the public facing only one of only two (unfortunate) possible options then: doubting SPD's workmanship or their integrity.

Since location data by its very nature contains information about people's everyday life movements (where they live, work, worship, receive healthcare, etc), it can be easy to find patterns in the data. This is what makes location data exceptionally hard to truly anonymize. In 2013, researchers confirmed that location data is highly unique to a person. They analyzed anonymous location data on 1.5 million people and found that **"four spatio-temporal points are enough to uniquely identify 95% of the individuals"**. They went on to say, "We showed that the uniqueness of human mobility traces is high... Indeed, this uniqueness means that little outside information is needed to re-identify the trace of a targeted individual even in a sparse, large-scale and coarse mobility dataset"[7]. Here within the SPD ALPR dataset, this likely means that a person seeking to re-identify a target person doesn't need to already know their license plate number or have access to the DOL database that has this information. SPD's ALPR database is effectively not anonymous.

#### Chronological Breakdown of Concerns About the Updated SIR

##### SIR page 6 - Incorrect Information: Data Storage

- Item 2.3 in the updated SIR states, "No ALPR data collected by SPD are automatically uploaded into any system outside of SPD." which is incorrect since Axon Fleet 3 inherently entails storing the ALPR data off of the SPD network and not on SPD-managed hardware. Instead Axon states that, "Both read and hit records are generated in the Fleet 3 Hub and temporarily stored there before uploading. ... Copies of read and hit records are stored on the hub for 24 hours. Both read and hit records are uploaded to the agency's Axon Evidence cloud storage..."[8]. This erroneous sentence in 2.3 of the updated SIR seems to be due to SPD forgetting to remove that text considering the old system (Neology PIPS) wasn't cloud-based and the signed ordinance for the original SIR states, "All data collected by the Patrol ALPR systems (images, computer-interpreted license plate numbers, date, time, and GPS location) are stored on-premises on a secure serve..." which was (correctly) removed from the updated SIR. However, this erroneous sentence seems to have been forgotten to be removed resulting in the description of the technology in the SIR being inaccurate.

##### SIR page 7 - Missing Information

- A potentially concerning section of item 2.5 has been removed in the updated SIR. Specifically, the text from 2.5 that SPD is no longer adhering to is:
  - "The Technical and Electronic Support Unit (TESU), a unit within SPD maintains administrative control of much of SPD's physical technology. The unit staff is knowledgeable about investigative and forensic technology. TESU's mission is to provide technical assistance to Detectives and Officers in connection with investigations. The BOSS ALPR administrator is a member of TESU. The ALPR administrator monitors and manages user access to the PIPS ALPR system for Patrol. The ALPR administrator purges users from system access when they leave the Department. Housing management of the Patrol ALPR system in one unit makes oversight and accountability more efficient than tasking individual units or precincts with this themselves."

- Of course it's expected that references to BOSS and PIPS would need to be removed but SPD hasn't replaced this information with equivalent information for the proposed new Axon-based setup. And we know there is still a role held by someone/some-team of "ALPR administrator" since item 3.2 mentions "A record of these requests is maintained by the ALPR administrator." But with details in 2.5 removed, the public has no idea regarding the complexity (and therefore safety) of the revised SPD ALPR system, which results in multiple open questions:
  1. Does this mean that every SPD department will have their own ALPR administrator?
  2. Or is it perhaps one ALPR administrator per precinct?
  3. Does this also mean that maybe every department or precinct will provide their own ALPR training, not a unified approach?
  4. Is the ALPR administrator even an SPD employee and instead Axon does all the administration?

**The public shouldn't have to guess since this is supposed to be addressed via item 2.5.**

#### SIR Page 8 - Missing Information: Limitations on Use

- Item 3.2 in the updated SIR removes the explicit list of conditions under which SPD's ALPR can be used. Since 3.2 asks the department to "List the legal standards or conditions, if any, that must be met before the project/technology is used", those specific limitations need to be listed inside the SIR itself (not solely in an outside document subject to the changing whims of SPD and not providing the Council oversight required via the Surveillance Ordinance, SMC 14.18.040.B.3.b [9]). This is especially important considering the SPD Policy referenced in item 3.2 (16.170-POL) assumes that the only systems being managed were less than two dozen vehicles and having two different yet specific solutions (PIPS vs AutoVu) [10]. One would assume that 16.170-POL will be updated if/when the updated SIR is approved by City Council; however, in that future policy editing process, the revised policy should not be worse at protecting residents due to lack of details in the SIR. **The SIR must contain the explicit limitations on the use of ALPR, and the SPD Policy should then follow the requirements laid out in the SIR (not the reverse).**

#### SIR page 8 - Missing Information: ALPR-specific Training

- Item 3.3 asks the department to "Describe the ... training required..." but SPD's answer in regards to this specific surveillance technology was "The policy requires that users must be trained" and the certifications they must hold. However, that does not explain anything regarding the training for this system; resulting in multiple open questions:
  1. Who conducts this training, Axon or SPD?
  2. Does this training only consist of how to use the system for daily needs and not civil liberties or privacy-related content (such as being explicitly instructed to never use the ALPR system for personal purposes, like searching the geolocation history of your ex-gf/wife, neighbor you don't like, etc; or staking out parking areas for your own personal interest, like gay bars, synagogues, strip clubs, etc)?
  3. How often does this training occur?
  4. Does an OIG or OPA investigation (regardless of outcome) that included the use of ALPR systems necessarily require employee re-training on the use of ALPR and the policies/laws around it's use?
  5. Who creates the training content?
  6. How often is the training content updated?
  7. Is the training content updated when there's been an OIG or OPA investigation (regardless of outcome) that included the use of ALPR systems?

**Again, the public shouldn't have to guess since this should be in item 3.3.**

#### SIR page 9 - Missing Information: Searching the ALPR Database

- Item 4.3 only describes the deployment, not all of the usage of the system. Specifically, item 4.3 does not address searching the ALPR database; resulting in multiple open questions:
  1. Who will have access to search the ALPR database?
  2. Can searching of the ALPR database be done within an SPD vehicle or does the person need access to, say, specific workstations on SPD premises in order to run search queries against the ALPR database?
  3. Do only certain departments or work roles have access to run searches; or can all SPD employees search the ALPR database?
  4. How many SPD employees will have access to the "Record Search" tab of the ALPR database in Axon?
  5. How often are searches conducted against the ALPR database?
- **Since searching through the historical records in the ALPR database is where most of the privacy and civil liberties issues are encountered, it's very important that this workflow of using the system is answered by SPD inside the SIR.**

#### SIR page 9 - Missing Information: Scale of Deployment

- Item 4.6 previously gave a tally of the marked and unmarked ALPR-equipped vehicles. SPD is now withholding information from the public regarding both how many total SPD vehicles have in-car video (and thus are on deck for ALPR) and how many out of those are unmarked vehicles. There's no valid reason to withhold this information from the public since any notation on the number of vehicles can specify the current count as of the date the update SIR was drafted, especially since the updated SIR repeatedly states the scope is "fleet-wide". **The lack of this critical information hinders the public's ability to accurately assess the pros and cons of the proposed fleet-wide roll-out.**

#### SIR page 10 & 11 - Potential Security Weakness

- Since SPD is moving from an on-premise to cloud-hosted solution, the answer to items 4.10 and 5.1 are arguably even more important now. SPD's answer mentions the use of login credentials (assumed by the public to simply be a username/password pair, without two-factor authentication) and SPD has removed discussion about the software systems access. This leaves open questions about the security & privacy of the data stored within Axon:
  1. Are the reads that are recorded in the ALPR database encrypted and specifically is that using client-owned/-managed (SPD owned/managed) encryption key(s)?
  2. Does Axon have technical access to the raw ALPR data generated from SPD vehicles?
  3. If Axon's network were to be security breached, what technical safeguards are present to render useless to an outsider the ALPR data generated by SPD vehicles (such as hashing and client-side encryption prior to uploading to Axon)?
  4. Additionally, Axon's Privacy Policy says they employ "other companies and people to perform tasks on [their] behalf and may need to share your information with them to provide products or services to you" [11], so what *technical* (not legal) safeguards *prevent* a rogue Axon employee or a rogue employee of a contracted company by Axon from accessing, searching, or sharing externally the ALPR data generated by SPD vehicles?

#### SIR page 11 - Missing Information: ALPR Audits

- In item 5.2, SPD says, "SPD conducts periodic reviews of audit logs and they are available for review at any time by the Seattle Intelligence Ordinance Auditor under the City of Seattle Intelligence Ordinance." With that in mind:

1. **When was the last audit conducted of SPD's existing ALPR systems?**
2. **Within the last 5 years, how many violations of 16.170-POL were detected based on review of the ALPR audit logs?**

- A functioning audit system (logs & human workflows) should over the course of a few years detect at least a small number of mis-uses of a system (irregardless if the reason was for say efficiency's sake in the moment or personal gain or another reason). So if SPD's auditors reply back that there's been zero violations detected, then that implies that the auditing system is not working.

#### SIR page 11 & 12 - Incorrect Information: Data Storage & Sharing

- Item 6.1 contains the erroneous sentence, "No person, outside of SPD, has direct access to the PIPS system or the data while it resides in the system or technology." That sentence is wrong for two reasons: first of course being that Axon Fleet 3 is the ALPR system the updated SIR is supposed to be describing and secondly because SPD is moving from a on-premise to cloud-hosted solution which means it is not true that "No person, outside of SPD, has direct access" to the ALPR data, since Axon would have access. This is true even moreso if SPD is not using client-side encryption, which would mean that Axon (including some of its employees) has technical access to all the raw ALPR data SPD generates.
- Also related to item 6.1, Does SPD currently or plan to use Flock Safety, which is a data sharing partner of Axon Fleet?

#### SIR page 15 - Misleading Content

- SPD's answer to item 7.3 misguides the public by stating, "Because SPD's fleet-wide ALPR cameras are not fixed in location and records are only retained for 90 days, privacy risk is substantially mitigated because of the limited ability to identify vehicle patterns." SPD is proposing increasing the number of ALPR-equipped vehicles from 19 to roughly 300, which is over 15 times more vehicles than currently. Moreover, Axon's website states, "The Axon Fleet 3 ALPR system utilizes a wide field of view (60°) covering 3 lanes out to 50 feet in front of the vehicle. So, while a traditional ALPR system with 2 forward facing cameras has a detection area of approximately 192 cu. feet, Axon ALPR detection area is approximately 90 times that area"<sup>[12]</sup>, so each ALPR-equipped vehicle will also be able to cover roughly 90 times the visual scanning area of the current SPD ALPR-equipped vehicles. 90 days of read data is already more than enough data to re-identify most individuals in such a location dataset (see prior introductory discussion about only needing 4 timestamped location data points to re-identify 95% of people), so the statement by SPD that there's "limited ability to identify vehicle patterns" is not substantiated by any data from them and is on its face obviously untrue given the scale of the ALPR data they're already collecting. Item 7.3 specifically asks, "describe the privacy risks identified and for each risk, explain how it was mitigated"; but **a 15 to 90 times greater (or more) amount of scans possible is not a "mitigation" of a privacy risk - it's the exacerbation of the existing risks.**

#### SIR page 17 - Missing Information: Cost

- The Fiscal Impact section is blank in the updated SIR, so the public has no idea:
  1. How much the initial acquisition & installation of these cameras will cost?
  2. How much they are expected to cost to maintain?
  3. How much are the recurring costs (like the subscription to have the ALPR data stored in the cloud or licensing fees)?

#### SIR page 20 - Missing Information: ALPR is a Surveillance Technology

- In item 1.1 of the RET in the updated SIR, SPD has unchecked all the boxes, which means according to SPD they feel their ALPR systems don't meet the criteria in the Surveillance Ordinance of being a surveillance technology. Surely this must be a mistake that the the third box is now unchecked.

SIR page 21 - Missing Information: Civil Liberties Concern

- In item 1.2 of the RET, SPD has removed the potential impact of, "An additional potential civil liberties concern is that the SPD would over-surveil vulnerable or historically targeted communities, deploying ALPR to diverse neighborhoods more often than to other areas of the City." This concern still exists. In fact having more SPD vehicles with ALPR systems only makes this potential worse, since if there are more vehicles canvassing certain neighborhoods over others, then there will be potential disparities in which innocent bystanders are more aggressively surveilled in SPD's ALPR data.

SIR page 25 - Misleading Content; No Organization Outreach

- In item 1.7 of the RET, SPD says "90-day data retention also mitigates the risk of improper identification of community members"; however, 90 days is more than enough data points to accurately re-identify a person (see prior introductory discussion about only needing 4 timestamped location data points to re-identify 95% of people). This is especially true given that the existing system scanned over 1.7 million plates back in 2013, but with a larger population and a 15 to 90 times greater coverage of plates scan in the proposed fleet-wide system, there will certainly be vastly more plates being scanned and more scans-per-plate. Thus this new much larger, more pervasive system also having a 90 day retention period for non-hits makes it that much easier to re-identify individuals - again, **this is not a "mitigation" of a privacy risk - it's the exacerbation of the existing risks.**
- According to item 2.1 in the RET, zero organizations were specifically invited to provide feedback on this updated SIR. It's unclear to the public if this was the responsibility of SPD vs Seattle IT, but someone should have been responsible for notifying local organizations (presumably at the bare minimum the six organizations notified in the original ALPR for Patrol SIR).

Priority Order of Recommendations

1. Only retain data on ALPR reads that are non-hits for at most 48 hours.
2. Add all the missing information into the SIR.
3. Remove misleading information from the SIR.
4. Conduct outreach to local organizations notifying them of this Material Update.
5. Correct any the incorrect information in the SIR.
6. Correct any security weaknesses in the implementation.

Please seriously consider my public comment.

References:

[1] See pdf page 31: <https://bpb-us-w2.wpmucdn.com/wpsites.maine.edu/dist/d/46/files/2014/06/03-Newell.pdf>

[2] <https://www.census.gov/quickfacts/fact/table/seattlecitywashington/PST045222>

[3] <https://fortress.wa.gov/dol/vsd/vsdFeeDistribution/DisplayReport.aspx?rpt=2022C00-62.csv&countBit=1>

[4] "Thus, mass surveillance is indiscriminate, by definition. It involves methods that sweep up the data and communications of the entire population, notably including those of innocent people." ... "By contrast, targeted surveillance is portrayed as the collection of the data and communications of those who are considered to be the legitimate targets of government investigation and repression."

from <https://journals.sagepub.com/doi/abs/10.1177/0163443716643006>

[5] "Based in part on briefings from the IC [Intelligence Community], the committee adopted a definition better suited to understanding the trade-off between civil liberties and effective intelligence: If a significant portion of the data collected is not associated with current targets, it is bulk collection; otherwise, it is targeted." from <https://www.microsoft.com/en-us/research/uploads/prod/2019/09/Bulk-Collection-of-Signals-Intelligence.pdf>

[6] [https://my.axon.com/s/article/Fleet3-ALPR-FAQs?language=en\\_US#Q27](https://my.axon.com/s/article/Fleet3-ALPR-FAQs?language=en_US#Q27)

[7] <https://www.nature.com/articles/srep01376>

[8] [https://my.axon.com/s/article/Fleet3-ALPR-FAQs?language=en\\_US#Q26](https://my.axon.com/s/article/Fleet3-ALPR-FAQs?language=en_US#Q26)

[9] [https://library.municode.com/wa/seattle/codes/municipal\\_code?nodeId=TIT14HURI\\_CH14.18ACUSSUTE\\_14.18.040SUIMRERE](https://library.municode.com/wa/seattle/codes/municipal_code?nodeId=TIT14HURI_CH14.18ACUSSUTE_14.18.040SUIMRERE)

[10] <https://public.powerdms.com/Sea4550/tree/documents/2042814>

[11] <https://www.axon.com/legal/privacy-policy>

[12] [https://my.axon.com/s/article/ALPR-overview-Fleet-3?language=en\\_US](https://my.axon.com/s/article/ALPR-overview-Fleet-3?language=en_US)

## Appendix C: Public Comment Demographics

### Material Update ALPR Public Comment: Received via Microsoft form

#### Optional Demographics:

#### Age Range:

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##### 9. OPTIONAL Demographic Question: Age Range

[More Details](#)

<span style="color: blue;">●</span> Prefer not to identify	16
<span style="color: orange;">●</span> Under 18	0
<span style="color: green;">●</span> 18 - 44	113
<span style="color: red;">●</span> 45 - 64	51
<span style="color: purple;">●</span> 65+	15

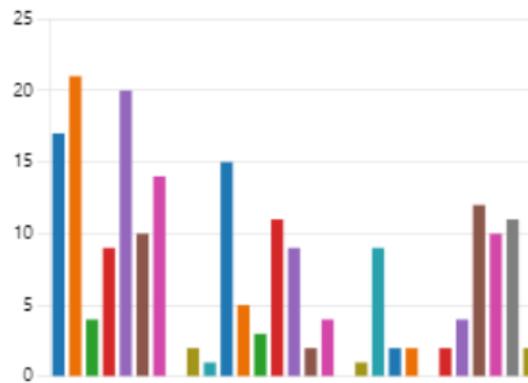


## Optional Demographics: Neighborhood

### 10. OPTIONAL Demographic Question: Neighborhood

[More Details](#)

● Prefer not to identify	17
● Ballard	21
● Belltown	4
● Beacon Hill	9
● Capitol Hill	20
● Central District	10
● Columbia City	14
● Delridge	0
● First Hill	2
● Georgetown	1
● Greenwood / Phinney	15
● International District	5
● Interbay	3
● North	11
● Northeast	9
● Madison Park/ Madison Valley	2
● Magnolia	4
● Queen Anne	0
● Rainier Beach	1
● Ravenna / Laurelhurst	9
● South Lake Union	2
● Southeast	2
● Southwest	0
● South Park	2
● Uptown	4
● Wallingford / Fremont	12
● West Seattle	10
● King County	11
● Outside King County	2



## Optional Demographics: Gender

### 11. OPTIONAL Demographic Question: Gender

[More Details](#)

 Prefer not to say	35
 Woman	56
 Man	76
 Non-binary	14

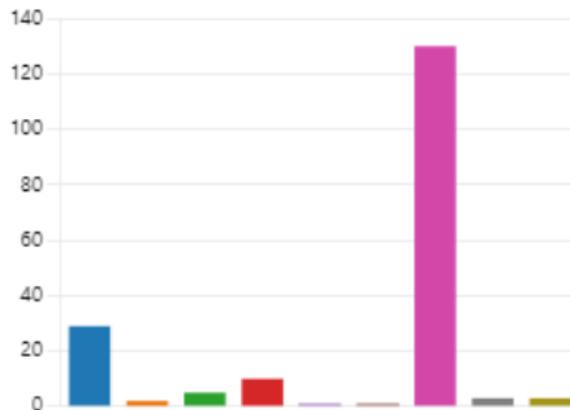


## Optional Demographics: Race / Ethnicity

### 12. OPTIONAL Demographic Question: Which race (s) / ethnicity (or ethnicities) do you identify as

[More Details](#)

 Prefer not to identify	29
 Black / African American	2
 Hispanic / Latino	5
 Asian / Asian American	10
 Native Hawaiian or Pacific Island...	1
 Indigenous	1
 White or Caucasian	130
 Another race/ethnicity	3
 Other	3



## **Appendix D: Comment Analysis Methodology**

Please refer to the original SIR (CB 120025).

## **Appendix E: Questions and Department Responses**

Please refer to the original SIR (CB 120025).

## **Appendix F: Public Outreach Overview**

Please refer to the original SIR (CB 120025).

## **Appendix G: Meeting Notice(s)**

Please refer to the original SIR (CB 120025).

## **Appendix H: Meeting Sign-in Sheet(s)**

Please refer to the original SIR (CB 120025).

## **Appendix I: All Comments Received from Members of the Public**

Please refer to the original SIR (CB 120025).

## **Appendix J: Letters from Organizations or Commissions**

Please refer to the original SIR (CB 120025).

## **Appendix K: Supporting Policy Documentation**

Please refer to the original SIR (CB 120025).

## **Appendix L: CTO Notification of Surveillance Technology**

Please refer to the original SIR (CB 120025).



Legislation Text

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**File #:** CB 120797, **Version:** 1

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**CITY OF SEATTLE**

**ORDINANCE \_\_\_\_\_**

**COUNCIL BILL \_\_\_\_\_**

AN ORDINANCE relating to the Seattle Center Department; authorizing the Seattle Center Director to execute a Fourth Amendment to the Facility Use and Occupancy Agreement between The City of Seattle and the Seattle Repertory Theater; and ratifying and confirming certain prior acts.

WHEREAS, the Seattle Repertory Theater (SRT) was founded in 1963 and began operations in the Seattle

Center Playhouse before moving to the Bagley Wright Theatre, making it one of the longest standing resident organizations at Seattle Center; and

WHEREAS, the City and SRT are parties to that certain Facility Use and Occupancy Agreement, authorized by Ordinance 118109 and amended by First Amendment, Second Amendment, and Third Amendment (the “1996 Agreement”), which governs SRT’s use, occupancy, and financial obligations with respect to the Bagley Wright Theatre; and

WHEREAS, the 1996 Agreement requires SRT to establish and maintain the SRT Replacement Trust Fund (the “SRT Fund”), to be used exclusively for the replacement, maintenance, and repair of the Bagley Wright Theatre, and requires the City to establish and maintain the Bagley Wright Theatre Maintenance, Repair & Replacement Fund (the “BWTMRR Fund”) to be used exclusively for replacement and repair of the Bagley Wright Theatre; and

WHEREAS, the 1996 Agreement requires SRT to make annual contributions to the SRT Fund each year during the term in the amounts set forth in Exhibit 8 to the 1996 Agreement, including contributions of \$174,836 for the 2021 SRT fiscal year and \$179,206 for the 2022 SRT fiscal year; and

WHEREAS, the 1996 Agreement required the City to make annual contributions to the BWTMRR Fund until

2009 and the City made each required annual payment into the BWTMRR Fund; and

WHEREAS, the Third Amendment to the 1996 Agreement (“Third Amendment”), as authorized by Ordinance 126243, made, among other things, an allowance for SRT to temporarily draw upon funds existing in the SRT Fund for operating expenses if necessary to provide SRT with financial relief during the COVID-19 pandemic emergency and provided that SRT was not required to make the annual contributions for SRT fiscal years 2019 and 2020 to the SRT Fund; and

WHEREAS, the Third Amendment to the 1996 Agreement incorrectly stated that SRT’s annual contribution for SRT Fiscal Year 2019 was \$170,571 and SRT’s annual contribution for SRT Fiscal Year 2020 was \$174,836, while the correct amount for SRT Fiscal Year 2019 was \$166,411 and for SRT Fiscal Year 2020 was \$170,571; and

WHEREAS, in 2021, SRT began a renovation project to make the Bagley Wright Theatre space more accessible (the “Renovation Project”), and has completed the first two phases (Phases I and II) of the Renovation Project, including regrading ramps, replacing seating on the main floor of the Bagley Wright Theatre, adding more wheelchair-accessible locations, renovating lobby restrooms, adding an all-gender/family restroom, increasing circulation space for patrons on the mezzanine, and upgrading the production and administrative offices, which cost \$3,920,110; and

WHEREAS, the Renovation Project was financed and paid for by SRT with sources other than the SRT Fund in order not to deplete the Fund as a source of emergency financial relief pursuant to the Third Amendment during the same time period; and

WHEREAS, the final phase of SRT’s Renovation Project is set to begin in summer 2024, which will include streamlining the main lobby staircase at Bagley Wright Theatre, replacing lobby carpeting with concrete floor, adding acoustical ceiling tiles, and completing cosmetic renovations to the Bagley Wright Theatre mezzanine, and is expected to cost about \$1.1 million; and

WHEREAS, the City is currently undertaking a major maintenance project to replace the exterior cladding and

select areas of the roof of the Bagley Wright Theatre (the “Roof Project”), as recommended in the Seattle Center Facility Condition Assessment to extend the lifespan of the roof and exterior; and

WHEREAS, the current balance of the SRT Fund is \$871,586 and the current balance of the BWTMRR Fund is \$119,669; and

WHEREAS, SRT and the City agree that as of March 28, 2024, the total funds owed in annual SRT contributions into the SRT Fund according to Exhibit 8 of the 1996 Agreement are \$918,994; and

WHEREAS, SRT has provided the City with documentation that the Renovation Project Phases I and II were completed and that at least \$871,586 was paid by SRT for construction of the Renovation Project between 2021 and 2023; NOW, THEREFORE,

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

Section 1. As requested by the Seattle Center Director and recommended by the Mayor, the Seattle Center Director or the Director’s designee is authorized to execute for and on behalf of The City of Seattle an amendment to the Facility Use and Occupancy Agreement, as amended, between Seattle Repertory Theater and The City of Seattle authorized by Ordinance 118109, which Agreement is attached to this ordinance as Attachment 1. The amendment shall be substantially in the form of the Fourth Amendment to Facility Use and Occupancy Agreement between Seattle Repertory Theater and The City of Seattle, attached to this ordinance as Attachment 2.

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

Section 3. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
President \_\_\_\_\_ of the City Council

Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

Bruce A. Harrell, Mayor

Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

Scheereen Dedman, City Clerk

(Seal)

Attachments:

Attachment 1 - Facility Use and Occupancy Agreement between Seattle Repertory Theatre and The City of Seattle, as amended

Attachment 2 - Fourth Amendment to Facility Use and Occupancy Agreement between Seattle Repertory Theater and The City of Seattle

# **Attachment 1**

**FACILITY USE AND OCCUPANCY AGREEMENT**

**BETWEEN**

**SEATTLE REPERTORY THEATRE**

**&**

**THE CITY OF SEATTLE**

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**FACILITY USE AND OCCUPANCY AGREEMENT  
BETWEEN  
SEATTLE REPERTORY THEATRE  
&  
THE CITY OF SEATTLE**

This FACILITY USE AND OCCUPANCY AGREEMENT is entered into by THE CITY OF SEATTLE (hereinafter called "City"), acting by and through its Seattle Center Director, and the SEATTLE REPERTORY THEATRE (hereinafter called "SRT"), a not-for-profit corporation organized under the laws of the State of Washington.

IN CONSIDERATION of the mutual promises, covenants, conditions and performances described in this Agreement, the parties hereto agree as follows:

**1. DEFINITIONS.**

A. "Director" means the Director of the Seattle Center Department of The City of Seattle or such official's designee.

B. "Move-in day" shall mean the twenty-four hour period beginning at noon on the day immediately prior to the first day of a use of a portion of the Premises pursuant to Section 5 hereof.

C. "Move-out day" shall mean the period until 9:00 a.m. on the day after the last day of a use of a portion of the Premises pursuant to Section 5 hereof.

D. "New Premises" means the approximately 25,000 square foot, two (2) story addition to the south side of the Bagley Wright Theatre at Seattle Center containing a live theatrical performance hall seating approximately 284 people on the main floor and in a balcony, and connecting with circulation corridors for the Bagley Wright Theatre at the lobby and back of house that SRT is constructing pursuant to the parties' separate Construction Agreement (incorporated herein as Appendix 1).

E. "Old Premises" means the Bagley Wright Theatre at Seattle Center, the street address for which is 155 Mercer Street, Seattle, WA 98109, together with the loading dock and parking area adjoining such facility at its Northern side.

F. "Premises" means the Old Premises and the New Premises combined.

G. "SRT Managing Director" means the SRT's chief executive officer or such official's designee.

11/28/96

## 2. TERM OF AGREEMENT.

The term of this Agreement shall commence on the date this Agreement is fully executed (the "Commencement Date"), notwithstanding the fact that the New Premises are not "substantially complete" (as determined by the Architect pursuant to the Construction Agreement or the agreement between SRT and its general contractor) and an occupancy certificate has not been issued for the same. The Term of this Agreement shall expire at 11:59 p.m., May 31, 2026, unless terminated earlier pursuant to the provisions hereof.

## 3. LEASE AND DESCRIPTION OF PREMISES; NON-EXCLUSIVE LICENSE TO USE OF COMMON AREAS.

A. Premises Description. City hereby leases to SRT, and SRT hereby leases from City, subject to all the terms and conditions hereof, the Old Premises, together with all City-owned improvements and fixtures contained therein; the land upon which the New Premises is being constructed pursuant to the Construction Agreement; and all easements, and other land-related rights and privileges appurtenant to the Old Premises and New Premises as granted by this Agreement. Legal descriptions are set forth in Exhibit 1 for both the Old Premises and the land occupied by the New Premises, as completed pursuant to the Construction Agreement.

B. Non-exclusive License for Use of Common Areas. City hereby grants to SRT, and its directors, officers, employees, customers, agents, invitees and contractors the nonexclusive right during the term and any extended term of this Agreement to use Seattle Center common areas, as from time to time constituted, for access to and egress from the Premises, which use shall be in common with all other visitors and users of the Seattle Center and subject to the rules and regulations with respect thereto that are promulgated by the Director. For purposes of this Agreement, the term "common areas" means and includes any Seattle Center area designated by the Director as being for the general use of tenants, concessionaires, licensees, patrons, employees, and invitees of the Seattle Center and not within the exclusive control of any particular user, and shall include but not be limited to the immediate periphery of the Premises, parking areas, landscaped areas, roads, walks, corridors, malls, public stairs, ramps, elevators, and escalators as the same now or hereafter exist.

## 4. AUTHORIZED USE OF PREMISES UNDER THIS AGREEMENT.

The Premises and any of its various component parts may be used only for the presentation of live theatre, music, and dance rehearsals, productions and performances; film screenings; meetings; classes and other educational programs; fund-raising activities; SRT offices; and such other activities as are incidental to the foregoing; as well as the preparation, service and consumption of food and beverages in connection with such authorized activities. Notwithstanding any other provision in this Agreement, all activities undertaken in the Premises must be consistent with the Seattle Center Mission Statement as set forth in Resolution 27323 of the Seattle City Council or the latest revision of such statement. SRT may use the Premises for additional purposes with the prior, written approval of the Director, whose approval shall not be unreasonably withheld.

5. **CITY AND CITY-AUTHORIZED THIRD PARTY USE OF PORTIONS OF PREMISES.**

A. Space Reserved in Old Premises for City-Authorized Use. Notwithstanding any other provision hereof (except as provided in Subsection 5.F), City reserves and retains the right to use and to authorize third parties to use, as described more fully below, without any reduction in the rent payable by SRT and without any charge imposed by SRT for such use, the following portions of the Old Premises (hereinafter referred to as the "Old Premises Production Areas") during the time periods specified in Subsections 5.C and 5.D:

- Foyer
- Public lobby
- Southernmost box office
- Small office behind Southernmost box office
- Main floor of House
- Balcony of House
- Public rest rooms
- Stage
- Back of stage
- Trap room
- Dressing rooms
- Crew room
- Green Room
- Staff rest rooms
- Catwalks
- Lighting booth
- Follow spot booth
- Loading/unloading area in Parking Lot on North side of facility
- Dimmer room

B. Space Provided in New Premises for City-Authorized Use. SRT hereby authorizes City to use and to authorize third parties to use, as described more fully below, without any reduction in rent payable by SRT and without any charge imposed by SRT for such use, the following portions of the New Premises (hereinafter referred to as the "New Premises Production Areas") during the time periods specified in Subsections 5.C and 5.D:

- Foyer
- Public lobby
- Box office
- Main floor of House
- Balcony of House
- Public rest rooms
- Stage
- Back of stage
- Trap room
- Green room
- Dressing rooms

Crew room  
Staff rest rooms  
Catwalks  
Lighting booth  
Follow spot booth  
Loading dock  
Dimmer room

C. Dates When City and City-Authorized Third Parties' Use of Old Premises Production Areas is Guaranteed. SRT guarantees that City may annually use or authorize one (1) or more third parties to use the Old Premises Production Areas during each year of the term hereof, and without any reduction in rent payable by SRT or any charge imposed by SRT for such use, but subject to the conditions set forth in Subsection 5.E hereof, as follows:

(1) On Bumbershoot Festival Dates. For the Bumbershoot Festival or its successor by any other name (the producer of which shall be deemed to be a City-authorized third party), commencing on the Monday preceding Labor Day and continuing through Labor Day, and on one (1) move-out day after Labor Day;

(2) On Seven (7) Consecutive Dates. On the seven (7) consecutive days immediately preceding the first Saturday after July 4th plus one (1) move-in day and one (1) move-out day for such period (hereinafter called the "regular City use period"); Provided, that upon agreement of the Director and the SRT Managing Director, (a) the regular City use period may be rescheduled and provided at a different time than that specified herein, or (b) the New Premises Production Areas may be provided in lieu of the Old Premises Production Areas, or both of the changes described in (a) and (b) immediately above may be made.

(3) On Other Dates. On three (3) other days (which may or may not be consecutive) plus one (1) move-in and one (1) move-out day for each such use period. The particular dates to be provided for City use under this subsection shall be requested by the Director, in advance, and shall be subject to the consent of the SRT Managing Director, whose consent shall be granted unless the requested City use date has been previously scheduled for an activity of SRT or any of its subtenants; Provided, that in the event any of the three (3) other days is a day when there is no performance scheduled in the Old Premises (i.e., such facility is "dark") but a performance is scheduled to occur on the immediately preceding or succeeding day, then (a) if a performance occurs on the immediately preceding day, the commencement of the move-in day for such City use shall be delayed to whenever the immediately preceding use of the Old Premises stage, back of stage, and loading/unloading areas ends; and (b) if a performance occurs on the immediately succeeding day, the ending time for the move-out day for such City use shall be made earlier as necessary to accommodate the needs of the immediately succeeding Old Premises user. Within three (3) SRT business days after SRT's receipt of the Director's request for the use of the Old Premises Production Areas as provided in this subsection, the SRT Managing Director shall advise the Director if the requested date can or cannot be used by City.

D. Memorial Day Weekend & Other Dates When Theatrical Facilities Are To Be Made Available for City or City-Authorized Third Party Use.

(1) For Memorial Day Weekend Use. SRT shall make a good faith effort to make the Old Premises Production Areas available for use, subject to the conditions set forth in Subsection 5.E hereof, on the Friday through the Monday of Memorial Day weekend plus one (1) move-in day and one (1) move-out day by City or for the Northwest Folklife Festival or its successor by any other name (the producer of which shall be deemed to be a City-authorized third party).

(2) For Seattle International Children's Festival Use. SRT shall either make the Old Premises Production Areas available or ensure that one (1) or more alternative performance space(s) at the Seattle Center are made available to City or for the Seattle International Children's Festival ("SICF") or its successor by any other name (the producer of which shall be deemed to be a City-authorized third party), for use subject to the conditions of Subsection 5.E hereof, for a period of seven (7) consecutive days including one (1) move-in day starting no later than 12:01 a.m. on the Monday of the week of performances scheduled as provided below (or such earlier time as may be allowed by the SRT Managing Director) and one (1) move-out day lasting until 9:00 a.m. on the day immediately following the last performance in the space made available to SICF hereunder. Such seven (7) consecutive days shall include all of the performance dates specified below: May 12-17, 1997; May 11-16, 1998; May 10-15, 1999; and thereafter, on the six [6] consecutive performance days during the month of May that are scheduled for such event and are identified in a Director's notice to be delivered to SRT Managing Director as soon as such dates are known to the Director but no later than one (1) year prior to the first day of each such year's intended use. For purposes of this provision, the term "alternative performance space(s) at Seattle Center" shall mean and include the New Premises Production Areas, the Poncho Forum in the Premises, any other established theatrical facility at the Seattle Center, or a circus tent or comparable facility equipped with (a) bleachers or seats and risers that are safe for children to use and (b) theatrical lighting and other equipment to reasonably serve the needs of the performers and audience in such space

(3) No Restriction on Other Arrangements. Nothing herein shall restrict SRT from making separate arrangements with City or any City-authorized third party referenced in Subsection 5.D.(1) or 5.D.(2) for the use of other portions of the Premises by City or such City-authorized third party so long as use of the Premises is consistent with Section 4 hereof.

E. Detail of Use; SRT's Lighting Obligations.

(1) Use Pursuant to Subsection 5.C. Use of the Production Areas pursuant to Subsection 5.C shall be exclusive of SRT use, and to facilitate such activities, SRT shall do the following:

(a) Equipment Removal. Remove from the applicable Production Areas prior to the move-in date for such activities, all sets and other theatrical equipment and materials except items that the Director, after consultation with the SRT Managing Director, determines, on behalf of each person or entity authorized to use the Premises pursuant to Subsection 5.C hereof, may remain in place;

(b) Interference with Access. Not impede or delay reasonable access to and from the loading/unloading area for the Old Premises through the SRT scene shop in the Old Premises; Provided, that SRT personnel shall have reasonable access to the Production Areas to monitor the activities and usage of such facilities by the City, the people and entities authorized to use the Premises pursuant to Subsection 5.C and their invitees.

(2) Use Pursuant to Subsection 5.D. During all use authorized by Subsection 5.D hereof, SRT shall have the right to maintain its sets and other equipment including lighting as it deems appropriate in the applicable Production Areas except in the main floor of house, balcony of house, foyer, public lobby, and public rest rooms, and in that portion of the front of the stage that is reasonably necessary for a performance, which shall be kept clear for festival use under Subsection 5.D hereof.

(3) Stage Lighting. SRT shall further facilitate use of the Production Areas under Subsection 5.C or 5.D hereof by providing stage lighting arranged in a generic plot or as otherwise agreed upon with such user.

F. Equipment Use In Connection With Premises Use Pursuant to Section 5. Use of any portion of the Premises pursuant to this Section 5 by the City or any City-authorized third party shall not give City or such third party the right to use any SRT office equipment or personal property. SRT shall not restrict, or impose any charge for, use of the items listed on Exhibit 2 or 3 hereof by City or any City-authorized third party during any use pursuant to this Section 5 hereof. The use of any such equipment in the Premises by any person or entity other than SRT may be made subject to reasonable policies and restrictions that are generally applied by SRT to all third party users. If any such SRT equipment requires a knowledgeable operator for its operation, the qualifications of such operator shall be subject to approval by SRT's Managing Director, which shall not be unreasonably withheld. If the controls for such theatrical or other technical equipment are located in an area generally not made available for access by the general public or personnel otherwise unqualified to operate such equipment, access to such area may be restricted to personnel whose qualifications for access to such area are subject to approval by SRT's Managing Director, whose approval shall not be unreasonably withheld. In the event any of the items or systems listed on Exhibit 2 or 3 becomes unavailable for use by City or any City-authorized third party because of their damage, destruction, or malfunctioning, the SRT Managing Director shall notify the Director regarding such unavailability as soon as possible after such unavailability becomes known, and in such event, SRT shall not be financially liable to City or the City-authorized third party as a consequence of such equipment or system unavailability.

G. SRT Initial Use of New Premises. Notwithstanding the use rights provided for in this Section 5, no festival use nor City use of the performance space in the New Premises shall take place prior to the full run of performances scheduled in SRT's opening season in the New Premises without the prior, written consent of the SRT Managing Director.

H. Cleaning and Repair Associated with City or City-Authorized Third Party Use of Production Areas. By the end of the final move-out day for any use authorized under this Section 5 or as soon thereafter as is reasonably possible, City shall perform, or shall enforce its contract with the third party authorized by City to use the affected Production Area to perform,

the necessary clean-up of the Premises and repair of any portion of the Premises and all improvements and SRT property on the Premises damaged in connection with or as a result of such City or City-authorized third party's use to the condition they were in at the outset of such City or City-authorized third party's use unless a longer period of time is required for repair work, in which case such work shall be completed as quickly as is reasonably possible.

I. City To Require Insurance from City-Authorized Third Party Users of Production Areas. City shall require every City-authorized third party user of the Old Premises Production Areas or New Premises Production Areas to provide, with respect to the period of such entity's use of any portion of the Premises, public liability (including personal injury and property damage) insurance in the form, and in the coverage amounts specified in such City-authorized third party's use agreement with City, naming SRT as an additional insured. City shall also require such City-authorized third party to provide to SRT's Managing Director not less than seven (7) days prior to such City-authorized third party's first scheduled event in any portion of the Premises, evidence to the reasonable satisfaction of SRT's Managing Director that such insurance has been secured and is being maintained in full force and effect.

J. SRT Charges for Use of Production Areas. SRT may impose, as a condition of use of either the New Premises Production Areas or the Old Premises Production Areas, or any portion of any such area, by any person or entity, any of the following, as applicable, except as otherwise provided in Subsections 5.A, 5.B, and 5.F with respect to City and City-authorized third party use; Provided, that if any such charge is imposed, such charge shall be listed on a rate schedule that is published no more frequently than semi-annually:

- (1) A reasonable charge for the use of equipment in the Premises;
- (2) A reasonable rent;
- (3) A prorata share of utility costs attributable to operation of the New Premises Production Areas or Old Premises Production Areas during such entity's use thereof or a reasonable, flat charge in lieu thereof; Provided, that no utility charge shall be imposed on City or City-authorized third party pursuant to Section 5 hereof;
- (4) A reasonable damage deposit for the use of either the New Premises Production Areas or the Old Premises Production Areas; Provided, that no such deposit shall be required of City.

K. Limitation on Festival Use. If SRT has not been paid any amount due under Section 5 in connection with any City-authorized third party's use of any portion of the Premises, SRT may deny subsequent use of such portion of the Premises to such City-authorized third party until the amount in arrears has been paid. Similarly, if any portion of the Premises or any SRT equipment is damaged or destroyed as a consequence of any act or omission of a City-authorized third party or any of its officers, employees, agents or contractors using the Premises pursuant to Section 5 and such portion of the Premises or SRT equipment is not repaired or replaced to the reasonable satisfaction of the SRT Managing Director in a timely manner after SRT provides notice of such damage or destruction to such City-authorized third

party, SRT may deny further use of the Premises to such City-authorized third party until such repair or replacement occurs.

L. Gilbert & Sullivan Society Use of Old Premises. Unless otherwise agreed by the SRT Managing Director and the Gilbert & Sullivan Society, in writing, SRT shall schedule use of and activities within the Old Premises by SRT, its contractors, and all other users so that the Gilbert & Sullivan Society may use and occupy the Old Premises Production Areas for at least a period that includes the first four (4) Saturdays and Sundays from and after the first Saturday following each July 4th in each year during the term hereof, and all weekdays between such weekend days, under terms and conditions that are substantially the same as those that would apply if such space were made available directly by City to the Gilbert & Sullivan Society under a Seattle Center temporary facility use and occupancy agreement.

## 6. RENT, ADDITIONAL RENT & REIMBURSEMENT OF CITY EXPENSES.

A. Amount of Rent, City Charges and Expense Reimbursement Due. SRT hereby covenants to and shall pay rent for the Premises and shall reimburse City expenses and pay City charges as follows, all without any offset or deduction whatsoever:

(1) Rent for Old Premises Through May 31, 2009. During the period from and after the Commencement Date of this Agreement through May 31, 2009, the monthly rent for the Old Premises specified in the attached Old Premises Schedule for Rent Payments Through May 31, 2009 (Appendix 2).

(2) Rent for Old Premises on and after June 1, 2009. During the period from and after June 1, 2009, the monthly rent for the Old Premises specified in the attached Old Premises Schedule for Rent Payments From & After June 1, 2009 (Appendix 3).

(3) Rent for New Premises. During the period from and after the Commencement Date of the separate Construction Agreement between the parties through May 31, 2026, the annual rent for specified in Section 1 of the attached New Premises Rent Schedule (Appendix 4), except as provided in Subsection 29.C hereof.

(4) Reimbursement of City Expenses. During the period from and after the Commencement Date, reimbursement of the following City expenses:

(a) The cost of any cleaning, repair or maintenance work performed on the Premises on behalf of SRT pursuant to Subsection 12.F or 13.L hereof;

(b) The cost of heating provided by Seattle Center to the Premises as well as for any maintenance and repair work provided by City to the HVAC system located in the Premises that is not a City obligation under Section 13 or Exhibit 4, 5, 6 or 7;

(c) The cost of cooling services provided by Seattle Center to the New Premises from and after the date of issuance by City of a Certificate of Occupancy for the New Premises, and to the Old Premises from and after the third anniversary of the date of issuance

by City of a Certificate of Occupancy for the New Premises, all at the rate of One Hundred Ninety Dollars (\$190.00) per ton of cooling or whatever higher rate is identified, from time to time, by the Building Operators & Managers Association ("BOMA") as the industry standard;

(d) The cost of repairing or replacing damaged City property pursuant to Subsection 19.A hereof;

(e) The cost of insurance coverage secured for SRT by City, if any, pursuant to Subsection 18.F hereof; and

(f) Fifty percent (50%) of the total cost compensation and expense reimbursement paid for the independent evaluator's review and making of a determination with respect to any disputed invoice pursuant to Subsection 13.F hereof.

(5) Payment of City Charges.

(a) The applicable City charges for the removal and disposal of nonrecyclable solid waste from and after SRT's request for such service pursuant to Subsection 13.C.(1) hereof; and

(b) The applicable City charges for personnel services provided, upon SRT's request, pursuant to Subsection 16.B hereof.

(6) Additional Fee Due for Dishonored Check. In the event SRT presents to City a check that is later dishonored for insufficient funds or other reason, SRT shall pay whatever additional fee has been established therefor by ordinance, rule or regulation generally applicable to dishonored checks.

B. Times and Place for Payments.

(1) Rent. One twelfth of the annual rent due and payable to City shall be remitted by SRT to City on or by the first (1st) calendar day of each and every month following the Commencement Date unless such day is a City holiday or weekend, in which case such payment shall be due and payable on the first City business day thereafter. SRT's initial payment of rent hereunder shall include, in addition to payment of rent for the month for which such payment is made, not only an additional, prorated amount for the period from and after the Commencement Date through the last day of the month in which the Commencement Date occurs for the rent due pursuant to Subsection 6.A.(1) hereof, but also all retroactive rent due pursuant to Subsection 6.A.(3) hereof; Provided, that in the event SRT has paid rent for use of the Old Premises under the Bagley Wright Theatre at Seattle Center Licensing Agreement executed on or about February 20, 1981, as amended on or about November 3, 1983, for the full month in which the Commencement Date occurs, the amount so paid shall be prorated, and the portion of such payment that is applicable to the period in such month from and after the Commencement Date of this Agreement through the last day of that month shall be credited against the amount due as rent for that same period under Subsection 6.A.(1) of this Agreement. In the event this Agreement is scheduled to expire or terminate on a day other than the last day of a month, the rent for that last partial month shall be pro-rated by dividing the rent amount

prescribed in the Rent Schedules for the final year of this Agreement by thirty (30) and multiplying the resulting quotient by the number of days between the first day of that final month and the expiration or termination date, inclusive. Until such time as SRT receives the Director's notice of the amount of the latest CPI-adjusted rent to be paid by SRT for the Old Premises in any calendar year, SRT shall remit to City, as a partial payment of the rent payable in that calendar year, the amount of the monthly rent payable for the Old Premises during the immediately preceding calendar year. After SRT's receipt of the Director's latest notice of the CPI-adjusted monthly rent payable to City, SRT shall remit the full amount of rent due to City as specified in the latest such Director's notice, and within forty-five (45) days after the receipt of such notice, SRT shall remit the difference between the aggregate amount of the partial payments of rent by SRT for the year in which such rent adjustment notice was given and the aggregate amount of rent payable to City as specified in the latest such notice.

(2) Reimbursement of City Expenses and Payment of City Charges. All City expense reimbursements and City charge payments due from SRT shall be payable within thirty (30) days after invoicing by City therefor unless SRT disputes the reasonableness of the charge made by City pursuant to Subsection 6.C. In such event, SRT shall pay the undisputed amount within said thirty (30) day period, and notify City of the basis of dispute as to the remaining amount. SRT shall not be deemed to be in breach of this Agreement if SRT contests charges made by City pursuant to Subsection 6.C. as being unreasonable. In the event that any City expense reimbursement invoiced to and disputed by SRT is ultimately found to be due and owing to City, SRT shall also pay interest on such disputed amount and the service charge applied to delinquent sums as provided in Subsection 6.B.(3) hereof.

(3) Remittance address; Interest & Service Charge on Delinquent Sums. All payments shall be made to The City of Seattle and delivered to the Seattle Center Accounting Office, at the street address specified in or pursuant to Section 37 hereof. All sums due and owing to the City shall be delinquent if not paid on or before the fifth (5th) day after the date due. In the event any payment is delinquent, SRT shall also owe to City (a) interest at the rate of one percent (1%) per month on the delinquent amount, plus (b) for each month such delinquency is invoiced, a service charge of Fifty Dollars (\$50.00) for the additional accounting required as a consequence of such delinquency, or such larger accounting service charge as may be established, from time to time, by City ordinance, which interest and service charge shall be added to the amount of the delinquency and become immediately due and payable.

C. Contestability of Alleged Underpayments and Overpayments. In the event either party to this Agreement contends, in good faith, that it has overpaid or has been underpaid any amount of money under this Agreement, such party shall give notice to the other party of its claim explaining, in detail, all facts upon which such claim is based. In the event the other party disputes any part of such claim, and refuses to provide the relief requested by the party giving such notice, the party that gave notice of such claim may file an action for the reimbursement or collection, as appropriate, of such claimed amount; Provided, that if an action is not filed for the collection or reimbursement of such claimed amount within sixty (60) days after the date of the claimant's notice to the other party regarding such claim, such claim shall be deemed to have been waived.

## 7. BOOKS AND RECORDS.

Each party to this Agreement shall keep true, separate, accurate, complete and auditable records and receipts for all cleaning, maintenance and repair work performed on the Premises by or for it, including but not limited to copies of all invoices received and all analogous and collateral supporting data regarding such expenses. All such records shall be retained in King County, Washington, for at least six (6) years after the close of such party's fiscal year.

## 8. AUDIT.

SRT shall permit the Director, City Director of Finance, City Auditor or State Auditor, from time to time, as such official or his/her functional successor or designee deems necessary, to inspect and audit in King County, Washington, at any and all reasonable times, all pertinent books and records of SRT pertaining to maintenance and repair work performed on the Premises. SRT shall supply such auditors with, or shall permit such auditors to make, at no expense to SRT, a copy of all such books and records and any portion thereof, upon the request of such official or such official's functional successor or designee. The Director shall give notice to SRT regarding any audit exception found in the course of any such audit. For any audit performed by City, the SRT Managing Director shall be afforded an opportunity to discuss the audit with the persons who have conducted the same in an exit interview and to review the preliminary audit findings and make a response thereto within such reasonable time period as is specified by the auditor.

## 9. PREMISES IMPROVEMENTS, ALTERATIONS AND ADDITIONS.

A. SRT Responsibility for Premises Modifications Subsequent to the Making of Initial Improvements. SRT shall be responsible for the making of all improvements, additions, and alterations to the Premises deemed by SRT to be desirable or necessary for its use that do not constitute maintenance, repair, janitorial, or sanitation control work to be performed pursuant to Section 13 of this Agreement. No such improvement, addition, or alteration, or any portion thereof, shall be made at City expense unless otherwise specifically and expressly agreed upon, in writing.

B. Prior Approval of Plans & Specifications Required for Alterations, Additions & Improvements to Portions of Premises Owned by Other Party. No alteration, addition or improvement that either party proposes to make or have made to any portion of the Premises that is not then owned by such modification proposer shall be undertaken by the modification proposer without the prior, written approval of the party owning the portion of the Premises that would be affected by such proposed modification; Provided, that in the event of an emergency, any such modification may be made without the securing of such prior approval, but in such event, the party responsible for the making of such modification shall provide notice to the other party detailing the nature and extent of such modification work as soon as possible after the commencement thereof. Where such modification is to be made at the expense of the modification proposer and will have no adverse financial impact on the other party, such approval shall not be unreasonably withheld or delayed. In addition to the foregoing, prior to

the commencement of any improvement, addition or alteration work by or for SRT to (1) the exterior of the Premises or (2) any plumbing, mechanical, structural, or electrical system serving the Premises, SRT shall submit to the Director, for approval, schematic designs, design development drawings, and final working drawings and specifications for the construction of the same. SRT shall not begin or permit the commencement of any such activity until after the Director has approved the same, which approval shall not be unreasonably delayed or withheld but may be conditioned upon, among other things, (a) the insuring of City against liability for personal injury and death and damage to property; (b) the protection of City against laborers' or materialmen's liens; and, (c) if requested by the Director, the restoration, upon the expiration or earlier termination of this Agreement, of (i) the Old Premises or the exterior of the New Premises; or (ii) any plumbing, mechanical, structural, or electrical system serving the Premises, or any combination thereof to its condition immediately prior to such change. Nothing in this Section 9 shall require either party's prior approval with respect to cleaning, repair or maintenance undertaken by the other party pursuant to Section 13 of this Agreement.

C. Specific Alterations, Additions & Improvements.

(1) Wiring & Electrical & Electronic Equipment. All electrical wiring and electric and electronic equipment that SRT desires to have installed in the Premises on or after the full execution date of this Agreement shall be installed at no cost to City (except as provided under Section 13 hereof) by a properly licensed contractor.

(2) Old Premises Stage Floor. City shall provide and expend the funds appropriated through City's Capital Improvement Project S9502 to acquire the materials needed for the replacement of the Old Premises Stage Floor and pay the necessary project management and administrative expenses associated therewith. SRT shall complete the necessary alteration of such materials and the installation work to replace the stage floor, which SRT activity shall be treated as an SRT, rather than City, alteration or improvement project. In addition to the other indemnification obligations assumed by SRT hereunder, SRT shall indemnify, defend, and hold City harmless from any and all damages, losses, actions, suits, and causes of action arising out of the alteration of such materials and the installation of the replacement stage floor in the Old Premises and the use of the same subsequent to the date this Agreement is fully executed.

D. No Representation or Liability Created by Approval. The approval by the Director of any design, drawing, or specification for any improvement, addition or alteration to be made to the Premises by or for SRT shall not constitute an opinion or representation by City as to the compliance of such design, drawing or specification with any law or ordinance or its adequacy for other than the Seattle Center Department's own purposes; and such approval shall not create or form the basis of any liability on the part of City or any of its officers, employees or agents for any injury or damage resulting from any inadequacy or error therein or any SRT failure to comply with applicable laws or ordinances.

E. Work Inconsistent with Approved Plans and Specifications. If the other party's approval is required under this Section 9 with respect to the plans and specifications for any improvement, alteration and addition to be constructed, placed or erected on the Premises, or if such other party is responsible for the maintenance of the portion of the Premises on which any such improvement, alteration or addition would be constructed, placed or erected, the party

for which such construction, placement and erection work or any portion thereof is performed shall ensure that the same is undertaken only in accordance with such approved plans and specifications. The party that owns the portion of the Premises that is affected by such improvement, alteration or addition may, but is not obligated hereunder to, inspect such work to verify that it is or has been undertaken in accordance with the approved plans therefor. In the event any such work is not according to the approved plans, the party that owns the portion of the Premises affected by such improvement, alteration or addition may send a Notice of Noncompliance to the other party. Immediately following its receipt of such notice, the party that has made such noncompliant improvement, alteration or addition shall either remove from the Premises the improvement, addition or alteration at variance from the approved plans and specifications, or make it consistent with such approved plans and specifications within the reasonable time period specified in such notice.

F. Construction Bond. If required by the Director, SRT shall file with the Director prior to the commencement of any improvement, addition, or alteration to the Premises to be made after completion of the work contemplated in the Construction Agreement (Appendix 1) and involving aggregate costs in excess of \$100,000.00, a good and sufficient corporate surety bond subject to approval by the City Attorney as to form and surety, conditioned upon the completion and installation of said improvement, addition, or alteration work as described in plans submitted to and approved by City, and in accordance with the provisions of all licenses, permits, regulations, ordinances and laws governing such activity, and further conditioned upon the payment of all persons supplying labor and material therefor and upon the completion of said improvement, addition or alteration without cost and expense to City.

G. Construction Liability Insurance. If SRT acts as its own general contractor, SRT shall furnish and maintain, and if otherwise, SRT shall require every contractor with which it contracts to furnish and maintain, during the full period of the making of any part of any improvement, alteration or addition to the Premises, at no cost to City, a policy of public liability and property damage insurance issued by an insurance company licensed to do business in the State of Washington, protecting City from any and all claims for damages for personal injury, including death, and for property loss or damage that may arise from any activity related to the making of said improvement, alteration or addition, whether such activity is by SRT, its contractor(s), any subcontractor(s), or by anyone directly or indirectly employed by or under contract to any of them. Said policy shall provide coverage in the following minimum amounts: One Million Dollars (\$1,000,000) for injury or death of any person; Two Million Dollars (\$2,000,000) annual aggregate for bodily injury; and Builder's Risk coverage equal to the replacement value of the Premises as well as the proposed improvement, alteration or addition, Provided, that minimum required insurance coverage amounts shall be subject to increase after each third anniversary of the Commencement Date to such amount(s) as the Director reasonably determines is necessary to protect City interests in the Premises, taking into account inflation, the foreseeable risks attending the proposed construction activity, and coverage limits customary for property of similar character. Under each such policy The City of Seattle shall be named as an Additional Insured except that for the Builder's Risk coverage, SRT, SRT's general architect, contractor, and subcontractors in every tier, in addition to The City of Seattle, shall be identified as Named Insureds. Each such policy shall provide that the terms thereof cannot be modified or terminated without thirty (30) days prior written notice to City, all in the manner and form specified in Subsection 18.C hereof. Evidence of such insurance, as provided in

Subsection 18.C hereof, must be filed with the City Risk Manager prior to the commencement of any demolition or construction work.

H. Delivery of Final Development Record Drawings and Related Materials. SRT shall deliver to the Director, within six (6) months after the substantial completion of the New Premises and all alterations, additions and improvements made to either the Old Premises or the New Premises by or on behalf of SRT, (a) 3.5" 1.44MB disks in Autocad 12 or other format acceptable to the Director reflecting and documenting the final development record drawings for the New Premises and the portion of Old Premises or New Premises in which such alteration, addition or improvement work was undertaken, and (b) two (2) copies of any operations and maintenance manuals that have been received by SRT and are necessary for the repair and maintenance of any structural, mechanical, electrical, or architectural building system installed in Premises by or for SRT.

I. Testing of Premises. SRT may make such tests, borings and other minor disturbances of the Premises as may be necessary to develop designs and plans for all improvements, additions and alterations to the Premises that are required or desired by SRT beyond that undertaken pursuant to the Construction Agreement, including installations and modifications to accommodate changes in trade fixtures and stage equipment intended for use on the Premises. SRT shall submit to the Director a report of the findings and results of each such test or boring within thirty (30) days after the date such findings and results are obtained, except any report regarding testing or boring performed with respect to the New Premises prior to the full execution of this Agreement, which shall be submitted within thirty (30) days after the full execution of this Agreement.

## 10. ACCEPTANCE OF PREMISES.

By entering into and occupying the Premises, or any portion thereof, SRT accepts the same in their condition as of the date of such occupancy. SRT covenants that no representation, statement or warranty, express or implied, have been made by or on behalf of City with respect thereto or the user occupancy that may be made thereof, except as may be contained herein or as is provided for in the Construction Agreement. Nothing contained in this section shall be construed to be made for the benefit of any party other than the City or waive any SRT rights with respect to such third parties.

## 11. CITY CONTROL OF CENTER BUILDINGS AND GROUNDS.

A. City Reserved Powers. Except as otherwise specifically provided in this Agreement, City reserves the exclusive right, without liability of any kind, to:

(1) Make Physical Modifications to Seattle Center. Increase, reduce, and change in any manner whatsoever the number, appearance, dimensions, and locations of the Seattle Center walks, buildings, landscaping, parking, and service areas, and make improvements, alterations, and additions to the portions of the Seattle Center facilities that have not been made available to SRT for its exclusive use; and make other above-ground and underground

improvements in and to the Seattle Center regardless of whether or not any such improvement interferes with air, light or views available to or from the Premises; Provided, that the Director shall make a good faith effort to provide reasonable advance notice of each such modification that is proposed to occur in the immediate vicinity of the Premises;

(2) **Regulate Traffic.** Regulate all traffic within and adjacent to the Seattle Center including the operation and parking of vehicles of SRT, and any of its officers, employees, contractors, and invitees;

(3) **Impose or Authorize Imposition of a Charge for Admission to Seattle Center.** Impose a reasonable charge for admission to the Seattle Center other than the Premises and facilities therein; Provided, that no such charge shall be applied to or imposed on any holder of a ticket for admission to any SRT event, or to or on any SRT personnel seeking access solely to the Premises, other than the applicable charge imposed for the parking of a vehicle at a Seattle Center parking garage or lot or for transportation on the Monorail. City or any City-authorized third party using any portion of the Premises pursuant to Section 5 hereof may impose admission charges to events in those portions of the Premises being used by City or City-authorized third parties so long as SRT personnel and invitees are exempted from charges imposed for admission to the Premises for SRT business purposes or to participate in SRT programs occurring during the time of such City or festival use of such portion of the Premises; Provided, that nothing herein shall limit City authority to impose any admission tax;

(4) **Present Exhibits & Special Events.** Erect, display and remove promotional exhibits and materials and permit special events to occur on the Seattle Center grounds, and in the buildings and facilities thereof other than the Premises, and pursuant to Section 5 hereof, in the Premises;

(5) **Promulgate Rules & Regulations.** Promulgate, from time to time, reasonable rules and regulations regarding the use and occupancy of any area of Seattle Center other than the Premises, except City shall have the right to promulgate such rules and regulations with respect to events occurring in the Premises pursuant to Section 5 hereof;

(6) **Determine Hours of Operation.** Reasonably determine the days and hours the Seattle Center and various business operations conducted thereon shall be open to the public; and

(7) **Determine Extent of Business Operations at Seattle Center.** Determine the size, number, and type and identity of concessions, stores, businesses, and operations being conducted or undertaken at Seattle Center; and to operate and authorize others to engage in any and all forms of concession activity at the Seattle Center and in any facility thereof, as the Director deems appropriate.

B. **Restricted SRT Access to Roof of Premises.** SRT shall not allow any of its officers, employees, agents, contractors or any other person or entity to have access to or use of the roof for any purpose whatsoever except as expressly authorized, in writing, by the Director.

## 12. ENVIRONMENTAL & OPERATING CONDITIONS

A. Definitions. For the purpose of this subsection, the following terms shall be defined as provided below unless the context clearly requires a different meaning:

(1) "Laws or Regulation" shall mean any environmentally related local, state or federal law, regulation, ordinance or order (including without limitation any final order of any court of competent jurisdiction of which SRT has knowledge), now or hereafter in effect including but not limited to the Clean Air Act, the Federal Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act as amended by the Solid and Hazardous Waste Amendments of 1984, the Occupational Safety and Health Act, the Emergency Planning and Community Right-to-Know Act of 1986, and the Solid Waste Disposal Act.

(2) "Hazardous Substance" shall mean any hazardous, toxic, or dangerous substance, waste, or material that is regulated under any federal, state, or local statute, ordinance, or regulation relating to environmental protection, contamination or cleanup.

B. Restrictions on SRT Activities Involving Any Hazardous Substance. SRT shall not cause to occur upon the Premises or permit the Premises to be used to generate, produce, manufacture, refine, transport, treat, store, handle, dispose, transfer, or process any Hazardous Substance except in compliance with all applicable Laws and Regulations. SRT shall provide the Director with the SRT's USEPA Waste Generator Number (if any) and shall make available for inspection at SRT's place of business upon reasonable request, all Material Safety Data Sheets (MSDS), Generator Annual Dangerous Waste Reports, environmentally related regulatory permits or approvals (including revisions or renewals) and any correspondence that SRT or any subordinate Premises user other than City or a City-authorized third party pursuant to Section 5 hereof receives from, or provides to, any governmental unit or agency in connection with the handling of any Hazardous Substance or the presence, or possible presence, of any Hazardous Substance on the Premises.

C. Correction of Violations. If SRT or any subordinate Premises user other than City or a City-authorized third party pursuant to Section 5 hereof violates any applicable Law or Regulation or any of the terms of this section concerning the presence or use of any Hazardous Substance or the handling or storing of any hazardous waste, upon receipt of notice of such violation or the expiration of all challenges and appeals of such notice, whichever occurs later, SRT shall promptly take such action as is necessary to mitigate and correct the violation. If SRT does not act in a prudent and prompt manner, City reserves the right, but not the obligation, upon reasonable prior notice to SRT, to act in place of SRT (for which purpose SRT hereby appoints City as its agent), to come onto the Premises and to take such action as is necessary to ensure compliance or to mitigate the violation. If the Director has a reasonable belief that SRT or a subordinate Premises user (other than City or a City-authorized third party user pursuant to Section 5 hereof) is in violation of any law or regulation regarding the presence or use of any Hazardous Substance, or that the action or inaction of SRT or any subordinate Premises user presents a threat of violation or a threat of damage to the Premises, City reserves

the right, upon reasonable prior notice to SRT, to enter onto the Premises and take such corrective or mitigating action as the Director deems necessary. All reasonable costs and expenses incurred by City directly attributable to any such action shall become immediately due and payable by SRT upon presentation of an invoice therefor.

D. Testing. SRT shall provide City with access to the Premises to conduct an environmental inspection at such reasonable time(s) as may be requested by City. In addition, SRT shall permit City access to the Premises at any time, upon reasonable notice, for the purpose of conducting environmental testing at City expense. SRT shall not conduct or permit any other person or entity to conduct environmental testing on the Premises without first obtaining the Director's written consent, which shall not be unreasonably withheld. SRT shall promptly inform the Director of the existence of any environmental study, evaluation, investigation or results of any environmental testing conducted on the Premises whenever the same becomes known to SRT, and SRT shall provide a written copy of the same to the Director within thirty (30) days after the preparation of any such material.

E. Removal of Hazardous Substances Prior to Vacating Premises. Prior to SRT's vacating of the Premises, whether pursuant to Section 30 hereof or otherwise, SRT shall remove every Hazardous Substance placed on the Premises by SRT or any of its subtenants, employees, agents and contractors during the term of this Agreement and shall demonstrate such removal to the Director's reasonable satisfaction.

F. Reimbursement of City Costs. In addition to any remedy provided above, SRT shall reimburse City whenever City incurs any cost directly resulting from a violation by SRT or any subordinate Premises user (other than City or a City-authorized third party pursuant to Section 5 hereof) of any of the terms of this Section 12, including, but not limited to, the costs of any investigation, clean-up and other remedial activity; the fees of consultants, contractors, and attorneys; fines, penalties assessed directly against City, injuries to third persons or other property, and losses of revenue resulting from an inability to lease or re-license or market the Premises or any portion thereof due to its environmental condition as the result of the violation of the terms of this Agreement by SRT or any subordinate Premises user (other than City or a City-authorized third party pursuant to Section 5 hereof) even if such loss of revenue occurs after the expiration or earlier termination of this Agreement; Provided, that City shall notify SRT prior to incurring any such costs, and SRT shall be provided a reasonable opportunity to defend any claim giving rise to such costs.

G. Indemnification. In addition to all other indemnification provided in this Agreement, and notwithstanding the expiration or earlier termination of this Agreement, SRT shall defend, indemnify and hold the City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including the fees of consultants, contractors and attorneys, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the existence or discovery of any Hazardous Substance placed by SRT or any subordinate Premises user other than City or a City-authorized third party pursuant to Section 5 hereof on the Premises and resulting in a violation of any of the terms of this section, or the migration of any such Hazardous Substance from the Premises to other property or into the surrounding environ-

ment that results in a violation of any of the terms of this section, whether made, commenced or incurred (1) during the term of this Agreement, or (2) after the expiration or termination of this Agreement if arising out of an event occurring during the term of this Agreement; Provided, that City shall provide SRT with prior notice of any event giving rise to SRT's indemnification obligation hereunder.

H. Noise. SRT recognizes and accepts City's current use of Seattle Center facilities and grounds areas for events with noise and vibration. When making any addition, alteration or improvement on or to the Premises, SRT shall take and include such preventive measures as it deems appropriate to reduce the impact of Seattle Center noise and vibration and to make the Premises suitable for SRT's intended use. In the event City desires to undertake construction and maintenance that would generate noise likely to interfere with any scheduled SRT activity, City shall provide notice to SRT regarding the need to make such noise and the expected date(s), time(s), and duration of the same as soon as reasonably possible after City learns of such potential noisemaking, and the parties shall consult regarding possible adjustments in their respective planned activities to minimize the impacts on both parties or to otherwise address the issue; Provided, that no such notice or consultation shall be required in the event such noise is generated as a consequence of construction or maintenance work undertaken in response to an emergency situation.

I. Premises Use Schedule to be Provided by SRT to City. SRT shall submit to the Director not later than ten (10) days after the beginning of each month, a written schedule detailing the following information with respect to activities that are scheduled to occur in the Premises during the immediately succeeding month: (a) for performances, (i) the performance's name, (ii) the name of its presenter, (iii) the particular facility(ies) that will be used, (iv) each performance date, and (v) its starting and ending times; and (b) for other uses including but not limited to performances, meetings and other assemblies of people that will occur in any area of the Premises to which people other than SRT officials, employees, and volunteers (i.e., members of the general public) are invited, (i) the type of use, (ii) the name of the user, (iii) the particular facility(ies) that will be used, (iv) each use date, and (v) the starting and ending times for such use. SRT may satisfy this reporting obligation by submitting to the Director an annual schedule of its rehearsal and performance season and by periodically supplementing such annual schedule with such other information as required herein.

### 13. MAINTENANCE, RECYCLING, CLEANING AND REPAIR

A. Maintenance Responsibilities of Parties; Authority to Use Third Parties. The SRT and City, at no expense to the other, shall maintain in good order, condition, and repair (reasonable wear and tear and damage by fire or other casualty excepted) the particular portions of the Premises assigned to it in Subsection 13.B and Exhibits 4 through 7 and in the manner and to the standards specified in such exhibits. Except as otherwise limited by applicable law, collective bargaining contracts, or this Agreement, each party may select, without interference from the other, its own agents, contractors or designees to perform the maintenance and repair activity that is designated as such party's responsibility under this Agreement.

B. Janitorial Activity & Sanitation Control.

(1) City Responsibilities. City shall ensure that whatever janitorial activity and sanitation control is necessary to keep the interior of the building on the Old Premises and the loading/unloading/parking area of the Old Premises clean, attractive, and free from vermin, is secured, undertaken and performed in a timely manner. All such work shall be performed at no additional cost or expense to SRT through May 31, 2009. SRT may commission a consultant to provide a reasonable estimate of the cost of, or issue a public request for proposals or invitation to bid for, the performance of janitorial work to be performed in the Old Premises on and after June 1, 2009, which document shall detail the type and extent of all such work to be performed and the required terms and conditions of any contract to be issued in connection therewith, which conditions shall include compliance with R.C.W. Ch. 39.12, Ch. 49.28, and Ch. 49.46, or the successor enactment(s) thereto requiring the payment of minimum and prevailing wages and regulating the hours of work for janitorial services in publicly owned facilities. City shall be eligible to respond to such request for proposals or invitation to bid. In the event that SRT receives a credible proposal or bid or a reasonable consultant's estimate for the performance of such work that indicates such work could be performed by another entity at a cost that is lower than the proposal or bid received from City for the same work or the consultant's reasonable cost estimate for the same work, and City continues to be obligated to allow City janitorial staff to perform such work, then, from and after June 1, 2009, SRT shall reimburse all direct expenses (such as wages, benefits including but not limited to paid time off, supplies, equipment, and equipment maintenance) incurred by City in having such work performed plus an amount for City-incurred indirect expenses associated therewith equal to the direct expenses multiplied by the Seattle Center's indirect rate (which shall be no more than fifteen percent [(15%)]); Provided, that the aggregate reimbursement shall be no greater than the lowest credible cost for the performance of such work as specified in the proposals or bids received by SRT. If the collective bargaining agreement between City and the labor organization representing City employees performing janitorial work in the Old Premises is modified to permit SRT to make direct arrangements for the performance of janitorial services in and with respect to the Old Premises, the Director shall give notice to SRT of such modification. If SRT desires to have an entity other than City perform janitorial services in the Old Premises after SRT's receipt of such Director's notice, SRT shall give notice to the Director of the date on which City janitorial services are to end and SRT's contractor's services are to commence (which date shall not be less than one (1) year after the date of such SRT notice). City shall have no responsibility to perform janitorial services in the Old Premises after the date specified in such SRT notice.

(2) SRT Responsibilities. SRT shall ensure that whatever janitorial activity and sanitation control is (a) necessary to keep the interior of the Premises, the loading/unloading/parking area of the Old Premises, and the exterior courtyard on the west side of the New Premises clean, attractive, and free from vermin and (b) not a City performance responsibility under Subsection 13.B.(1) hereof, is secured, undertaken and performed in a timely manner and at no cost or expense to City.

C. Removal of Recyclable & Non-Recyclable Solid Waste.

(1) Removal of Solid Waste. SRT shall have all recyclable and non-recyclable solid waste generated on and in the Premises removed from the Premises and appropriately disposed of at a location other than the Seattle Center at no cost to the City. Upon SRT's request, City shall provide such removal and disposal services on a regular, scheduled basis, for which SRT shall pay the City charge established, from time to time, for such service. The Director reserves the right to specify the minimum frequency for the removal from the Premises of solid waste and recyclable materials, as well as the access route across the Seattle Center for any motor vehicle used for such removal activity.

(2) Authorized Storage Location of Recycling Containers, Garbage Cans, Dumpsters and Other Equipment. Any storage containers used for the disposal of recyclable materials, garbage cans and dumpsters serving the Premises shall be located only in the exterior location(s) that have received the prior, written approval of the Director. Unless otherwise authorized by the Director, SRT shall not store any equipment of any kind or nature (whether owned by SRT, City or a third party) on the loading dock for the New Premises at any time, or in other areas outside of the buildings on the Premises between 2:00 a.m. and 7:00 a.m. except in the loading/unloading/parking area of the Old Premises.

D. City Access to Premises for City Maintenance, Cleaning & Repair. City, its consultants and contractors, and their respective officers, employees, agents, representatives, and subconsultants and subcontractors shall have the right to enter the Premises at all reasonable business hours and, in the event of any emergency, at any time, to examine and inspect the same and to make such evaluations, and perform such repairs, maintenance and cleaning as is required of City or permitted by SRT under this Agreement, all without abatement of rent or any other fee or charge that may become due and payable after such action unless SRT is required to materially suspend its use and occupancy of the Premises for the period of such action as a direct consequence of such inspection, evaluation, repair, maintenance or cleaning. To facilitate such activity, scaffolding and other necessary structures may be erected when necessary. The person or entity undertaking any such work shall use its best efforts to minimize interference with egress and ingress to, and with SRT's activities on, the Premises. In the event any such inspection, evaluation, repair, maintenance or cleaning activity requires access to the Premises for a period greater than one (1) day or would interfere with any SRT scheduled activity identified in the notice provided pursuant to Subsection 12.I hereof, the Director shall coordinate such activities with SRT schedule requirements. City shall be liable for any and all damage to the Premises and SRT property resulting from City negligence, or the negligence of its employees or agents in connection with such activities. SRT shall provide the Director with such key(s) as will unlock all of the doors in the Premises (excluding SRT's vaults, safes, and desks and files) to facilitate City access for the performing of inspection, evaluation, repair, maintenance and cleaning activity contemplated in this Agreement; City shall have the right to use any and all reasonable means to obtain entry to the Premises in an emergency. No entry into the Premises in accordance with the foregoing by City or any of its contractors or consultants or any of their officers, employees, subconsultants, subcontractors, or agents shall be construed to be an eviction of SRT or a forcible or unlawful entry into, or a detainer of, the Premises or any portion thereof, or the breach of this Agreement. Due care for the Premises and persons and property on the Premises shall be exercised when City or any of its officers,

employees, consultants, contractors, subconsultants, subcontractors, or agents enter the Premises.

E. Inspection for Maintenance Purposes. The Director shall inspect the Premises at least once per year, at City expense, and shall provide a written report to SRT of City's findings and recommendations regarding necessary or advisable maintenance and repair to be undertaken by SRT as contemplated in Exhibits 4 and 7 hereof. SRT may also inspect the Premises, at its own cost, and may notify the Director of any necessary or advisable repair and maintenance to be undertaken by City as contemplated in Exhibits 5, 6 and 7 hereof. Within a reasonable time after receipt of such report or notice, the party receiving the same shall perform such necessary repair and maintenance work as is its responsibility under this Agreement.

F. Bagley Wright Theatre Maintenance, Repair & Replacement Fund & SRT Replacement Trust Fund.

(1) Creation of City Fund. Within sixty (60) days after the full execution of this Agreement City shall create a "Bagley Wright Theatre Maintenance, Repair & Replacement Fund" (hereinafter "BWTMR Fund") for the holding, in trust, of the City-provided share of money to be accumulated and expended exclusively for replacement and repair purposes with respect to the Old Premises (including but not limited to the administration of replacement and repair projects) as provided herein.

(2) Creation of SRT Replacement Trust Fund. On or by July 1, 1997, SRT shall make arrangements for the creation of a separate Replacement Trust Fund that shall be used for the holding, in trust, of SRT deposits of money to be accumulated and expended exclusively for replacement, maintenance and repair purposes with respect to the Old Premises (including but not limited to the administration of replacement, maintenance and repair projects) as provided herein.

(3) Remittance of Minimum Annual SRT & City Deposits. Within sixty (60) days after the full execution of this Agreement, and on or by February 1st of each year thereafter through 2009, City shall deposit into the BWTMR Fund as its minimum annual deposit thereto, the amount of money specified in Exhibit 8 for that year. (No deposit into the BWTMR Fund shall be required of City for 2010, or for any year thereafter under this Agreement or otherwise.) On or by August 1st of each year from and after 1997 through 2025, SRT shall deposit into the separate Replacement Trust Fund created pursuant to Subsection 13.F.(2) hereof, as its annual minimum remittance thereto, the amount of money specified in Exhibit 8 for that year. Each such deposit shall be an independent obligation of SRT and City hereunder and shall be made without setoff or deduction of any kind or nature and without regard for any claim whatsoever that either party may have against the other.

(4) City & SRT Remittances of Supplemental Deposits.

(a) City Supplemental Deposits. In the event that on or before May 31, 2009, the Director and SRT Managing Director agree that (a) any maintenance, replacement or repair project with respect to the Old Premises costing \$5,000 or more must be undertaken one (1) or more years prior to the year such work was anticipated according to the schedule

attached hereto as Exhibit 8, or a maintenance, replacement or repair project not identified in Exhibit 8 must be undertaken to keep the Old Premises a fully functional and safe, live theatrical facility, and (b) the aggregate balance of the BWTMRR Fund and SRT Replacement Trust Fund is insufficient to pay for such premature or unanticipated project without jeopardizing the funding of future, planned maintenance, repair and replacement projects as projected in Exhibit 8, then, solely based on the financial reality that City assets, as compared to SRT assets, may be more readily available to pay for such premature or unanticipated project, City shall deposit into the BWTMRR Fund whatever additional funds are necessary to pay the cost of such premature or unanticipated project; Provided, that before City is obligated to make any supplemental remittance pursuant to this subsection, the Director and SRT Managing Director shall meet to review Exhibit 8 and determine whether any anticipated expenditure listed therein could be deferred or Exhibit 8 could be otherwise modified to eliminate the need for the providing of any such supplemental remittance. In the event any such supplemental remittance must be made by City to pay a premature expense (*i.e.*, an expense required prior to the year in which it was expected to occur according to Exhibit 8), then, beginning in the year in which such expense was to occur, according to Exhibit 8, City shall invoice and be reimbursed from the BWTMRR Fund and, as necessary, from the SRT Replacement Trust Fund, in the amount of such supplemental remittance (without the addition of any interest); Provided, that if such reimbursement cannot be paid in any single year, then the amount of such reimbursement that is not payable in such year shall be paid in the next succeeding year. The parties acknowledge that they have purposefully not included in Exhibit 8 any costs associated with the installation of rigging, or any expense associated with the repair or replacement of the Old Premises stage floor. It is the parties' expectation and intention that SRT shall pay all labor costs associated with the installation of rigging as well as all costs of any kind or nature associated with the installation of the Old Premises stage floor (including any alteration of City-purchased materials in connection therewith), or the maintenance, repair or replacement of such stage floor other than the costs specified in Subsection 9.C.(2) hereof. If the amount of funds identified in Exhibit 8 for any Old Premises replacement or repair project is sufficient to pay not only the acquisition cost for the necessary materials to be replaced or repaired but also all or a portion of the installation costs associated with any project such installation costs may be paid using such funds. The parties' exclusion from Exhibit 8 of any installation costs or the cost of repairing or replacing the Old Premises stage floor shall not result in any such costs being treated as unanticipated costs under this subsection, however.

(b) SRT Supplemental Deposits. If, in any year during the term hereof through 2009, the SRT Replacement Trust Fund does not generate a return on investment equal to the average rate of return for money in the BWTMRR Fund over the existence of the BWTMRR Fund, SRT shall make a supplemental remittance to the SRT Replacement Trust Fund to equal the difference between the return actually received and the return that would have been received had money in the SRT Replacement Trust Fund been invested like funds in the BWTMRR Fund. If, after SRT has made any such supplemental remittance to the SRT Replacement Trust Fund, the average rate of return of the SRT Replacement Fund over the existence of the SRT Replacement Trust Fund, exceeds the midpoint rate of return between (i) the rate of return contemplated for the SRT Replacement Trust Fund in Exhibit 8 hereof and (ii) the average rate of return for money in the BWTMRR Fund over the existence of the BWTMRR Fund, then SRT may reimburse itself from the SRT Replacement Trust Fund by the amount of its supplemental remittance, or so much thereof as is reimbursable from the earnings of the SRT

Replacement Trust Fund received in excess of the earnings that would have been received had the money in the SRT Replacement Trust Fund always been invested at such midpoint rate of return.

(5) Investment of Money in BWTMRR Fund & SRT Replacement Trust Fund. All money in the BWTMRR Fund and the separate SRT Replacement Trust Fund shall be invested in such interest-bearing instruments as may be determined to be fiscally prudent, given the extent and timing of anticipated expenditures from BWTMRR Fund, which determination shall be made by the City's Finance Director with respect to the BWTMRR Fund, and by the SRT's Director of Finance & Administration or such official's functional successor (hereinafter "Director of F&A") with respect to the SRT Replacement Trust Fund, all in the exercise of each such official's reasonable discretion. All interest earned on money deposited in either such fund shall be deposited into and made a part of such fund as it is received.

(6) Project Management Expenses But Not Administration Charges Allowed Against BWTMRR Fund and SRT Replacement Trust Fund. Both parties hereto acknowledge that either or both may incur legal fees, fund-raising expenses and other costs in connection with administration of the BWTMRR Fund and SRT Replacement Trust Fund. No such administration cost or expense shall constitute or be treated as a charge or offset to or against any money in either such fund. Notwithstanding such limitation, the parties acknowledge that certain replacement and repair activity associated with the Old Premises may require appointment of one or more Project Manager(s) or other staff to supervise and coordinate such work. The reasonable direct costs (such as wages, benefits including but not limited to paid time off, supplies, equipment, and equipment maintenance) incurred by each of the parties hereto in connection with such replacement or repair project management plus an amount for indirect costs incurred by such party in connection therewith, which amount shall equal its direct costs multiplied by no more than fifteen percent (15%), shall be reimbursed from the BWTMRR Fund consistent with normal Seattle Center Project Management payroll processes, and from the SRT Replacement Trust Fund upon presentation and approval of an invoice therefor as provided in Subsection 13.I of this Agreement.

(7) Expenditures from BWTMRR Fund and SRT Replacement Trust Fund; Deferral of Planned Expenditures Requires Joint Approval. All money in the BWTMRR Fund and SRT Replacement Trust Fund shall be expended exclusively for maintenance, replacement and repair purposes associated with the Old Premises as specified in Exhibit 8, including project management and administration expenses incurred in connection therewith. Every invoice requesting payment for a maintenance, replacement or repair project undertaken in or with respect to the Old Premises shall be subject to joint approval by both the Director and SRT Managing Director, as specified in Subsection 13.I, for so long as any portion of a City deposit remains in the BWTMRR Fund after the making of the City's deposit for 2009. Jointly approved invoices shall be paid using money in the BWTMRR Fund before money in the SRT Replacement Trust Fund is expended for such purpose. After the date that the BWTMRR Fund has received the City remittance for 2009 and the balance of such Fund has been exhausted (and after the date on which City has no further obligation hereunder to make any contribution towards the payment of any expense incurred in connection with maintenance, replacement or repair work identified in Exhibit 8), SRT shall assume full responsibility for the completion of all maintenance, replacement and repairs scheduled in Exhibit 8. No maintenance, replacement

or repair work identified in Exhibit 8 shall be deferred beyond the year in which such work is scheduled to occur, according to Exhibit 8, without the express, written consent of the Director, which shall not be unreasonably withheld.

(8) Accounting Reports Regarding Administration of BWTMRR Fund & SRT Replacement Trust Fund. City shall provide to SRT with respect to the BWTMRR Fund, and SRT shall provide to City with respect to the SRT Replacement Trust Fund, a monthly and an annual summary accounting report detailing all financial transactions affecting the balance of the same including but not limited to the amount of each annual deposit thereto and the aggregate amount of all deposits thereto, the amount of each expenditure therefrom and the aggregate amount of all expenditures therefrom, the amount of interest received during the reporting period, and the balance of such fund as of the end of such reporting period. The City annual report to SRT shall cover the period from January 1st through December 31st, except for the initial reporting period, which shall commence as of the date of the initial deposit into the BWTMRR Fund. The SRT annual report to City shall cover the period from July 1st through June 30th, except for the initial reporting period, which shall commence as of the date of the initial deposit into the SRT Replacement Trust Fund.

(9) Annual Review and Possible Revision of Exhibit 8. The SRT Managing Director and Director shall meet as soon as reasonably possible after the full execution of this Agreement, and thereafter, on or before the last day in February of each year, to review and determine whether any of the expenditure time periods or cost estimate for undertaking maintenance, replacement and repair activity or for acquiring certain consumable stage equipment for the Old Premises, as set forth in the most recently agreed-upon Exhibit 8, should be modified. In the event the Director and SRT Managing Director agree that any portion of Exhibit 8 should be modified, a revised, replacement and substitute Exhibit 8 shall be prepared as provided in Section 44 hereof, and substituted for the last previously attached and incorporated Exhibit 8. As part of each such meeting, the Director and SRT Managing Director shall determine whether any of the maintenance, replacement and repair work assigned to one party hereunder might be more efficiently performed by the other; how such other party might be compensated for assuming any of the maintenance, replacement or repair responsibilities that are not assigned to such other party by this Agreement; what the schedule should be for accomplishing the work identified in Exhibit 8 for the next succeeding year; and if any of the work identified in Exhibit 8 for such year has not been specifically assigned to a party, which party is to perform such work.

G. City-Funded Replacement Projects Subject to City & State Administrative Processes for Contracting Purposes; Inventorying of Items Procured Using City Funds. The undertaking of any maintenance, replacement or repair project with respect to the Old Premises that is to be paid for, in whole or in part, using City-provided funds shall be subject to City administrative processes and applicable state law, and as an activity under the control and jurisdiction of City's Department of Administrative Services or its functional successor until such time as the administrative head of such authority determines otherwise. City, in consultation with SRT, shall develop a scope of work for the completion of each such proposed maintenance, replacement or repair project. Subject to the availability of funding for each such proposed project, City shall thereafter proceed to contract for the completion of the maintenance, replacement or repair project(s) desired by SRT in accordance with applicable public work and

procurement contracting laws, ordinances, regulations and procedures, as determined by such authority and other governmental authorities having jurisdiction over such undertakings. All equipment and other material that is paid for, in whole or in part, using any City funds, shall be delivered, initially, to the Seattle Center central receiving depot; inspected consistent with City purchasing procedures; inventoried as a City Fixed Asset; and tagged with a City equipment label, all prior to being delivered to or installed in the Old Premises.

(1) When City Shall Invite Bids for a Replacement Project's Construction. Before City shall invite bids for the construction of any such replacement or repair project, plans and specifications for the project's construction, appropriate bid documents, and the provisions of the contract for such work (including but not limited to terms acknowledging SRT as a third party beneficiary thereunder, unless prohibited by law), must have been prepared. SRT shall be fully consulted in connection with the preparation of the bid and contract documents.

(2) Review of Bids. Upon receipt of bids, SRT's designated representative and City officials shall jointly review the same in accordance with applicable City procedures. As between City and SRT, the City's public works contracting authority shall be the final authority with respect to the criteria to be used for the selection of the lowest and most responsive and responsible bidder and the terms and conditions of any contract to be executed with such person or entity for any such replacement or repair project in or with respect to the Old Premises.

(3) When a Bid for a Project's Construction Shall Be Accepted by City. Before a bid for any replacement or repair project that is to be paid for using any City-provided funds is accepted by City, the following actions must have occurred:

(a) The bidder that appears to be the lowest responsive and responsible bidder must have been identified; and

(b) The Director must have determined that the balance of the BWTMRR Fund is sufficient to pay all unpaid obligations that have been incurred through the date of such determination as well as the additional expense that would be incurred were the subject bid accepted, or that other funds have been appropriated to pay for such project. If the balance of the BWTMRR Fund is insufficient to pay all such obligations plus the additional amount that would become payable were such bid accepted, then the Director shall give notice to the SRT Director of F&A of that fact and the date by when SRT must have remitted to City such sum of money in the SRT Replacement Trust Fund as is required to make up the difference between the balance of the BWTMRR Fund and the amount required to pay all such obligations and the amount of such bid, to enable City to accept such bid.

H. SRT-Funded Replacement Projects & Alterations, Additions & Improvements to Old Premises Not Treated as Public Works for Contracting Purposes. Whenever SRT undertakes with respect to the Old Premises (1) any maintenance, replacement or repair project contemplated in Exhibit 8, or (2) any alteration, addition, or improvement pursuant to Section 9 hereof, using SRT-provided funds only and without use of any City-provided funds, such undertaking shall not be treated as a "public work" except to the extent required by applicable state law, and shall not be treated as an activity under the control and jurisdiction of City's

public works contracting authority. SRT shall give notice, in writing, to every bidder, proposer, and contractor with respect to any such work, and shall require every contractor performing any such work to give written notice to every subcontractor and supplier that provides any labor, material or equipment for such work, that the Old Premises is City-owned real property that is not subject to lien under R.C.W. Ch. 60.04 or 60.28. Prior to the commencement of any work by the contractor or any of its subcontractors or the delivery of any supplies or materials by any supplier providing supplies or materials for such project, SRT shall also require each such contractor to deliver to the Director, one or more documents, in writing, signed by an authorized representative of such contractor and each such subcontractor or supplier, acknowledging that inasmuch as the Old Premises is City-owned property, the same is not subject to any lien, and releasing every claim or interest that such contractor, subcontractor, or supplier has or may have against or in such City-owned real property as a consequence of work performed on or with respect to such City-owned real property by such contractor, subcontractor or supplier in connection with such undertaking. Before SRT makes any final commitment to expend \$5,000 or more in connection with the maintenance, replacement or repair of any significant component of a theatrical system in the Old Premises including but not limited to the sound system, the dimmers, or any other element of the lighting system, the SRT staff person primarily responsible for making such decision shall consult with his/her Seattle Center technical counterpart to seek concurrence with such SRT decision. In the event of any disagreement regarding such proposed expenditure, such SRT staff person and his/her Seattle Center counterpart shall schedule a meeting with the Director and SRT Managing Director for a discussion of the disagreement so that the SRT Managing Director can have a full understanding of the Seattle Center's position with respect to such proposed undertaking before SRT makes such commitment.

I. Process for Payment of Invoices During Existence of BWTMRR Fund. During the period any balance remains in the BWTMRR Fund after the making of the City's deposit for 2009, each invoice requesting payment from the BWTMRR Fund for work under a replacement or repair project contract or any related consultant contract or for reimbursement of a party's expense incurred in carrying out such replacement or repair project shall be submitted to the Director. The Director shall immediately provide a copy of the same to the SRT Managing Director, together with the Director's determination of whether such invoice should be paid, paid under protest or rejected (if such determination has been made) and an architect's certification that payment of the invoice is appropriate (if such certification is available). Unless otherwise agreed by the Director and SRT Managing Director, if an architect has been engaged to monitor the status of such replacement or repair work, no invoice from the contractor or any consultant engaged for work associated therewith shall be approved for payment without the architect having certified that its payment is appropriate. If the SRT Managing Director believes any such invoice should be paid under protest or rejected, notice of such opinion must be delivered to the Director within ten (10) calendar days after SRT's receipt of a copy of such invoice, and in the absence of any such notice, City may presume that the SRT Managing Director has granted approval for the payment of such invoice. In the event the SRT Managing Director and the Director disagree regarding what treatment any particular invoice should receive, such officials shall discuss, either in person or by telephone, their different opinions. All such discussions shall be held within whatever time period will permit, as appropriate, the processing of a warrant by City in a timely fashion.

(1) **Agreement Regarding Payment.** If the Director and SRT Managing Director agree that an invoice should be paid, the invoice shall be stamped "*APPROVED FOR PAYMENT*" and the Director and the SRT Managing Director shall sign their names within or adjacent to such approval stamp. Such invoice shall then be processed and paid consistent with established City procedures for such action and the provisions of this Agreement.

(2) **Agreement Regarding Non-Payment.** If the Director and the SRT Managing Director agree that an invoice should not be paid, the Director shall return the invoice to the person or entity that submitted the same with an explanation for why payment was not authorized, and provide a copy of such explanation to the surety (if any) for the person or entity submitting such invoice.

(3) **Agreement Regarding Payment Under Protest.** If the Director and the SRT Managing Director agree that an invoice should be paid under protest, the invoice shall be stamped "*APPROVED FOR PAYMENT UNDER PROTEST*," and the Director and the SRT Managing Director shall sign their names within or adjacent to such approval stamp. The Director shall provide written notice to the person or entity submitting such invoice as well as to the surety (if any) for such person or entity regarding the alleged bases for payment of such invoice under protest, the absence of any waiver by City or SRT of any deficiency in the invoicing person's or entity's performance or any other basis for payment under protest, and City's intent to withhold from the final payment(s) due to the person or entity requesting payment an amount equal to the aggregate amount of payment(s) made under protest until any alleged deficiency or failure is corrected and all disagreements regarding the appropriateness of making such payment(s) are resolved. Such invoice then shall be processed and paid consistent with established City procedures for such action.

(4) **Referral of Dispute About Invoice to Independent Evaluator; Sharing of Costs of Independent Evaluator's Determination.** If the Director and the SRT Managing Director disagree regarding the action that should be taken with respect to an invoice, the matter shall be referred to an independent evaluator jointly selected by the Director and SRT Managing Director, for such person's recommendation of whether such invoice should be paid, paid under protest, or not paid. Pending the determination by the independent evaluator, the invoice shall be held for further disposition. The costs of the independent evaluator's service in reviewing and making a determination regarding whether a disputed invoice should be paid, paid under protest or rejected shall be initially borne by City, subject to SRT's partial reimbursement of the same pursuant to Subsection 6.A.(4)(f) hereof.

(a) In the event the independent evaluator determines that a protested invoice should be paid without protest and, within seven (7) days after such determination is made, neither party insists that it be rejected or paid under protest, instead, the invoice shall be stamped, signed, processed, and paid as contemplated in Subsection 13.I.(1) hereof.

(b) In the event the independent evaluator determines that a protested invoice should be rejected and, within seven (7) days after such determination is made, neither party insists that it be paid without protest or paid under protest, the invoice shall be returned to the invoicing person or entity as contemplated in Subsection 13.I.(2) hereof.

(c) In the event the independent evaluator determines that an invoice should be paid under protest and, within seven (7) days after such determination is made, neither party insists that it be rejected or paid without protest, the invoice shall be processed as provided in Subsection 13.I.(3) hereof.

(5) Implementation of Party's Decision to Deal With Invoice in Manner Different from that Recommended by Independent Evaluator. Where the independent evaluator's determination with respect to a disputed invoice is based on a vote of two to one, only the party in the minority shall have the right to require that action contrary to that determined by the independent evaluator with respect to such invoice.

(a) If, notwithstanding the independent evaluator's determination that an invoice should be paid without protest, the party in the minority insists that it be paid under protest, the invoice shall be processed and paid under protest as provided in Subsection 13.I.(3) hereof, and such party shall become subject to Subsection 13.I.(7) hereof.

(b) If, notwithstanding the independent evaluator's determination that an invoice should be paid without protest, the party in the minority insists that it be rejected, the invoice shall be rejected as provided in Subsection 13.I.(2) hereof, and the protesting party shall become subject to Subsection 13.I.(6) hereof.

(c) If, notwithstanding the independent evaluator's determination that an invoice should be paid under protest, the party in the minority insists that it be rejected, the invoice shall be rejected as provided in Subsection 13.I.(2) hereof, and the party insisting that it be rejected shall become subject to Subsection 13.I.(6) hereof.

(d) If, notwithstanding the independent evaluator's determination that an invoice should be paid under protest, the party in the minority insists that it be paid without protest, the invoice shall be paid without protest as provided in Subsection 13.I.(1) hereof, and the party insisting that it be paid without protest shall become subject to Subsection 13.I.(7) hereof.

(e) If, notwithstanding the independent evaluator's determination that an invoice should be rejected, the party in the minority insists that it be paid without protest, the invoice shall be paid without protest as provided in Subsection 13.I.(1) hereof, and the party insisting that it be paid without protest shall become subject to Subsection 13.I.(7) hereof.

(f) If, notwithstanding the independent evaluator's determination that an invoice should be rejected, the party in the minority insists that it be paid under protest, the invoice shall be paid under protest as provided in Subsection 13.I.(3) hereof, and the party insisting that it be paid under protest shall become subject to Subsection 13.I.(7) hereof.

(6) Responsibilities Assumed by Party Insisting on Invoice Payment Under Protest or Rejection Contrary to Determination of Independent Evaluator. Whenever a party insists that an invoice be dealt with as specified in Subsections 13.I.(6)(b), or 13.I.(6)(c) hereof, such party shall become responsible for the defense of any claim or action brought by the invoicing person or entity for payment of the same or the payment of funds withheld from such

invoicing person or entity as a consequence of such party's insistence, and the payment of any sum found to be due and owing to such person or entity as well as all legal expenses and costs associated with any such defense, interest (if any) on withheld payment(s), and damages (if any, both direct and consequential) suffered by the other party.

(7) Responsibilities Assumed by Party Insisting on Expenditure of Funds Contrary to Determination of Independent Evaluator. Whenever a party insists that an invoice be paid without protest as specified in Subsection 13.I.(5)(d) or 13.I.(5)(e) or paid under protest as specified in Subsection 13.I.(5)(a) or 13.I.(5)(f) hereof, and the reason for the independent evaluator's determination regarding such invoice was that the invoicing person or entity's performance was deficient under the Construction Contract, Architect Agreement, or consultant's contract, or that some other condition for payment was not satisfied, and it is subsequently determined that such deficiency was not corrected or such condition was not satisfied, and the invoicing person or entity has been paid the disputed amount for its work, such party shall prosecute a claim or action to recover funds improperly expended, provide for the correction of the deficiency in the replacement or repair project that was the subject of the invoice dispute or the satisfaction of all condition for such payment (where possible), and assume, in connection therewith, all legal expenses and costs associated with such proceedings. No such claim or action shall be settled or compromised by the party responsible for its prosecution without the written approval of the other party to this Agreement. In the event that funds are recovered from a third person or entity as a consequence of the prosecution of such claim or action, the amount recovered shall be first allocated and expended to correct the performance deficiency and satisfy all conditions for payment (where possible). Any funds remaining after such corrective action has been completed shall be paid to the party responsible for such recovery.

(8) Withdrawal of Protest Regarding Payment or Order to Pay Withheld Funds. Whenever an invoicing person or entity makes corrections reasonably required to eliminate the basis for a party's protest against payment of any invoice paid under protest, or such invoicing party otherwise meets, to the reasonable satisfaction of the protesting party, all conditions for payment of an invoice paid under protest, or such party decides to abandon its protest against any invoice paid under protest, such party shall immediately provide written notice to the City's Project Manager that such party's protest is withdrawn. Whenever such Project Manager receives written notice that a protest against payment of any invoice paid under protest has been withdrawn, or City is ordered, by an arbitrator or judge having competent jurisdiction over the matter, to pay funds previously withheld from an invoicing person or entity under Subsection 13.I.(3) hereof, the Project Manager shall provide written notice to the appropriate invoicing person or entity that, contrary to any notice provided pursuant to Subsection 13.I.(3) hereof, a sum equal to the amount of the invoice paid under protest no longer will be withheld from the final payment(s) requested by such person or entity, and that such sum shall be paid when the same is due and payable.

J. Review of Replacement or Repair Project Contractor's and Consultants' Work; Withholding of Funds; Reporting of Progress and Expenses.

(1) Review of Replacement or Repair Project Contractor's and Consultant's Work. During the period from and after the date the City initial deposit is made into the BWTMRR Fund through the last day any balance remains in the BWTMRR Fund after the

making of the City's BWTMRR Fund deposit for 2009, the City's Project Manager shall review, on a regular basis, the performance of the contractor and every consultant working under a contract with respect to an Old Premises replacement or repair project to determine whether each performance deficiency asserted by the Project Manager, the SRT Managing Director, or the independent evaluator has been corrected and whether all other conditions for payment of invoices paid under protest have been satisfied.

(2) Withholding of Funds. During the period identified in Subsection 13.J.(1) hereof, City shall withhold from the total compensation and expense reimbursement respectively due to the contractor, the architect, and any consultant engaged for or related to any Old Premises replacement or repair project a sum equal to the aggregate amount paid under protest to such person or entity until the party that asserted a protest against the payment of a particular invoice paid under protest provides written notice to the Project Manager that such protest is withdrawn or abandoned, or until City is ordered to make such payment by an arbitrator or court of competent jurisdiction over the issue, whichever is earlier.

K. Construction Scheduling. The project manager for any Old Premises replacement or repair project shall consult with the Director and SRT Managing Director to schedule the undertaking of such project during such time period(s) as City and SRT mutually deem to be reasonable and feasible.

L. Remedy Upon Either Party's Failure to Clean, Repair or Maintain Premises. If either party fails, for more than thirty (30) calendar days after such party's receipt of a notice from the other party of the need for such work, to properly clean, repair and maintain the portion of the Premises for which it is responsible under this Agreement, the party providing such notice may (but shall not be obligated to) perform or cause to be performed such cleaning, repair, or replacement work on such dates and times as shall not unreasonably interfere with the operations of the other; Provided, that neither party shall undertake such work for the other if the other has requested proposals or invited bids for such work, has begun required processes for the undertaking of the same, or is otherwise diligently proceeding to have such repair or replacement work done. Upon completion of such repair or replacement work, the party responsible for performing such work under this Agreement shall reimburse the expenses incurred by the other party in securing the performance of such work.

M. Physical Modification of Old Premises and Performance of Janitorial Activity Therein Subject to Prevailing Wage Requirements.

(1) General Applicability of Requirements. The undertaking in, on and with respect to the Old Premises of any construction, alteration, improvement, enlargement, repair, demolition, replacement work (i.e., keeping the same in good, usable, operating condition other than the performing of ordinary, routine maintenance), and the performance of janitorial activity by janitors, rug shampooers, floor waxers, and window cleaners (hereinafter collectively referred to as "modification, maintenance or janitorial work") is subject to the wage requirements of R.C.W. Ch. 39.12 (Prevailing Wages on Public Works), R.C.W. Ch. 49.28 (Hours of Labor), and R.C.W. Ch. 49.46 (Minimum Wage Act), all as amended or supplemented. When any such activity is Federally funded, in whole or in part, Federal prevailing wage legislation and regulations shall apply, and such activity shall be subject to both State and Federal prevailing

wage requirements. SRT and its contractors and their subcontractors shall comply with whichever standard is the higher.

(2) **SRT's Obligations.** SRT shall prohibit its contractors and every subcontractor or other person doing any portion of any modification, maintenance or janitorial work from paying any laborer, worker, or mechanic less than the applicable prevailing hourly wage rates and fringe benefits for said worker's classification. Higher wages and benefits may be paid at the payor's option. SRT shall require its contractor to assign the appropriate classification to all laborers, workers or mechanics who perform any portion of such modification, maintenance or janitorial work pursuant to this Agreement, in conformance with the scope of work descriptions of the Industrial Statistician of the Washington State Department of Labor and Industries. SRT shall also require its contractor to ascertain the applicable prevailing rate of wage for each such classification. Laborers, workers, and mechanics must be paid in full in lawful money of the United States and at least once each week or such other frequency as is required by applicable law or regulation.

(3) **SRT's Indemnification of City from Prevailing Wage Claims.** City shall hold SRT responsible for the compliance by SRT's contractor(s) and all subcontractors with payroll reporting requirements and payment of prevailing wages. SRT shall indemnify, defend, and hold City harmless against any and all claims, demands, suits, causes of action, administrative proceedings, damages, costs and expenses (including but not limited to attorneys' fees) arising out of the failure by SRT or any of its contractors or any of their subcontractors to pay the applicable prevailing wage to any person who performs any work on the Old Premises that is subject to the State or Federal prevailing wage law.

#### 14. UTILITY SERVICES.

A. **Premises Heating & Cooling.** Subject to the service capacity limitations inherent in the current Seattle Center common HVAC utility system and the City need to provide service to tenants in addition to SRT, City shall provide, to the extent reasonably possible, heating and cooling services to the Premises through the Seattle Center's common HVAC utility system. Unless otherwise approved by the Director, whose approval may be granted, withheld, or conditioned in the exercise of such official's discretion, the number and locations of points of delivery of such services to the Old Premises shall be those in existence on the commencement date of this Agreement, and to the New Premises, as approved by the Director through the Construction Agreement. The providing of points of delivery shall be at the sole cost of SRT and only in accordance with plans and specifications that have received the approval of the Director prior to the modification of service or points of delivery. SRT shall not install in the Premises any equipment or otherwise engage in any activity that results in the overloading of the capacity of any utility system serving the Premises or install any equipment or device that is incompatible with the common HVAC utility system serving the Premises. No equipment that SRT desires to have installed in the Premises that would require any change in the HVAC utility system serving the Premises in order to make such equipment operable shall be installed (1) prior to SRT's providing to the Director, SRT's written commitment to pay all City costs associated with and resulting from the making of such HVAC change, and (2) except in accordance with plans and specifications therefor that have received the Director's prior, written

approval. The total cost of cooling services provided to the Premises shall be divided in the following manner: Sixty percent (60%) shall be attributed to the Old Premises, and the remainder shall be attributed to the New Premises.

B. SRT-Secured Utility Services. SRT shall secure directly from the service provider thereof, whatever utility services are desired by SRT or its sublessees that are not provided by City through the Seattle Center Department under this Agreement, including but not limited to electricity, water and sewer, telephone, cable television and other cable-connected services, and solid waste removal services. Installation activity requiring any physical modification of the Old Premises or the exterior surface of the New Premises shall occur only with the prior written consent of the Director, which consent will not be unreasonably withheld or delayed.

C. Utility Expenses. SRT shall make arrangements with each utility service provider other than Seattle Center for the direct billing to SRT for the providing of all such service. SRT shall pay, before delinquency, all fees and charges imposed (if any) for all utility services provided to the Premises as well as special utility requirements such as transformers, converters, and the installation, change and relocation of points and means of service of all utility lines and systems.

D. City Grant of Easements. City hereby agrees, subject to the Director's reasonable approval, to grant to SRT such easements and/or licenses as may be needed to install the utilities provided for or permitted in this section. The Director shall execute such documents, in recordable form if required, to evidence the foregoing easements and/or licenses.

E. Limitations on City's Liability Regarding Utility Service Interruption or Reduction. City shall not be liable for the interruption or reduction of any utility service under either of the following circumstances:

(1) For City Maintenance. During or in connection with City maintenance work (provided such maintenance work is scheduled at reasonable times and with advance notice to SRT), unless the interruption is due to negligence on the part of City; or

(2) For Capacity Reasons. Whenever the Seattle Center common HVAC utility system reaches its service capacity.

## 15. PARKING & VEHICULAR TRAFFIC.

A. Parking Required for New Premises. As part of the permitting process associated with the development of the New Premises, City and SRT have executed an Off-Site Accessory Parking Covenant under which forty-six (46) parking spaces in the Seattle Center's "Mercer Street Parking Garage" have been identified as legally established parking spaces in a parking site accessory to the New Premises (the "Principal Building Site"), which spaces are to be used for off-street parking accessory to the New Premises for a period of twenty (20) years from and after June 15, 1995.

B. Cooperative Parking. As of the commencement date of this Agreement, the Seattle Center has a "Cooperative Parking Status" under Title 23 of the Seattle Municipal Code. Accordingly, and notwithstanding the provisions of Subsection 15.A hereof, and except as provided in Subsection 15.C hereof, City does not provide any area for the reserved use as a parking area for or associated with the Premises (including but not limited to any such area required by or for SRT staff, suppliers or customers), and whatever general, non-reserved parking City makes available for Seattle Center tenants and their respective staffs, suppliers, and customers shall be shared on a first-come, first-served basis.

C. City Provided Parking for SRT Personnel. The loading/unloading/parking area of the Old Premises is the only area made available hereunder for the parking of motor vehicles by SRT staff and its invitees at no additional charge to SRT.

D. Parking & Loading/Unloading Restrictions. SRT shall not permit any motor vehicle to be parked within or adjacent to the loading dock area of the New Premises without having people actively engaged in the loading or unloading of such vehicle. A Seattle Municipal Court citation may be issued for any motor vehicle that is parked in or adjacent to such loading dock but is not being actively loaded or unloaded.

E. Vehicle Movement on Seattle Center Roadways. SRT shall ensure that no motor vehicle larger than a twenty (20) foot truck is driven into the New Premises loading dock by or for SRT, or any of its caterers, concessionaires, contractors, suppliers, or any other person or entity authorized by SRT to use all or any portion of the Premises for any purpose whatsoever. SRT shall make a good faith effort to ensure that no motor vehicle is driven upon any Seattle Center roadway on any day during the term hereof before 7:00 a.m. or after 11:00 a.m. without the driver of such motor vehicle having in such person's possession a valid Seattle Center permit authorizing such activity at that time. (A Seattle Municipal Court citation may be issued for the driving of any motor vehicle onto the Seattle Center grounds before 7:00 a.m. or after 11:00 a.m. on any day where the driver of such motor vehicle does not have in his/her possession such a permit.)

## 16. OPERATING EQUIPMENT, SERVICES & PERSONNEL.

A. City-Provided Equipment. As of the commencement date of this Agreement, City shall provide, as a part of the Old Premises, the fly system, lighting system, sound system, electrical distribution system and soft goods described in Exhibit 2. Any other or additional material or equipment desired by SRT in the Premises shall be secured by SRT at no cost or expense to City except as contemplated in Subsection 13.F hereof or Exhibit 8. Any modification of the Old Premises required for the installation of any such other or additional system(s) or equipment shall be subject to the prior, written approval of the Director.

B. Security Personnel. Security personnel shall be assigned by City through May 31, 2009, to assist in the protection of persons and property in the Old Premises during the Term of this Agreement at no additional cost to SRT. SRT may secure similar security personnel services through the Seattle Center for the performance of the same functions in and with respect to the New Premises, and from and after June 1, 2009, in and with respect to the

Old Premises, at the then-applicable City charge for such personnel services if the providing of such personnel and performance of such functions are standard Seattle Center business practices at the time such personnel are desired. The providing of any such security personnel service shall not constitute or be deemed to be insurance or protection for SRT against the effects of any criminal activity.

## 17. INDEMNIFICATION.

A. SRT Indemnification. Except as limited by Subsection 17.C hereof, SRT shall indemnify, defend, and hold City, its officers, employees and agents harmless from any and all liability, losses, claims, actions, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to the use and occupancy of the Premises or any portion thereof, or any act or omission of SRT or any of its sublessees, or any of the officers, employees, agents, contractors, or volunteers of any of the same on the Premises, or any claim by a third party arising from any of the foregoing, including but not limited to trademark, patent, and copyright infringement; Provided, that in the event the City determines that one or more principles of governmental or public law are involved, City retains the right to participate in such action at its own expense.

B. City Indemnification. Except as limited by Subsection 17.C hereof, City shall indemnify, defend and hold SRT and its directors, trustees, officers, employees and agents harmless from any and all losses, claims, actions, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any act or omission of City or any of its officers, employees or agents in connection with City's use, maintenance or occupancy of the Premises, or any claim by a third party arising from any of the foregoing including but not limited to trademark, patent, and copyright infringement.

C. Indemnification Regarding Any Alteration, Addition, or Improvement. Where any bodily injury or damage to property results from or arises out of any construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any portion of the Premises or any road, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, the indemnification provided pursuant to Subsections 17.A and 17.B hereof, shall be limited to the extent of the indemnitor's negligence.

D. Waiver of Immunity and Limitations on Industrial Insurance Liability. For purposes of this indemnification and hold harmless provision, City and SRT expressly waive their respective immunity and limitations on liability under any industrial insurance legislation including but not limited to Title 51 R.C.W. and acknowledge that this waiver was specifically entered into after mutual negotiation.

## 18. INSURANCE.

A. Minimum Insurance to be Secured and Maintained. Prior to the commencement of any activity on the Premises under this Agreement, SRT shall secure and shall thereafter

maintain, in full force and effect at no expense to City, one (1) or more policies of insurance as specified in Exhibit 9.

B. Reconstruction Following Loss.

(1) Insurance Proceeds. In the event of any loss, damage or casualty that is covered by property insurance, the parties to this Agreement shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which proceeds shall be jointly held in trust by City and SRT (including interest earned by City and SRT on such proceeds) for the purpose of restoring the Premises and improvements made thereto that have been damaged by the casualty to their former condition and usability or replacing the same with equivalent or more suitable improvements.

(2) Reconstruction. Using property insurance proceeds, the parties shall proceed with reasonable diligence as soon as sufficient funds are available therefor, to prepare plans and specifications for, and thereafter to carry out, all work necessary (a) to repair and restore the Premises and all improvements made thereto that have been damaged by any insured casualty to their former condition, or (b) to replace the Premises and all improvements made thereto with a facility of a quality and usefulness for the activities contemplated in this Agreement that is at least equivalent to, or more suitable than, the Premises and improvements that were damaged or destroyed; Provided, that notwithstanding the provisions of this subsection, in the event that the Premises or the improvements made thereto, or a substantial portion thereof is damaged or destroyed by other than the fault of SRT or any of its officers, employees, contractors or agents, SRT shall have the option to terminate this Agreement, which option shall be exercised by SRT's delivering notice thereof to the Director not later than ninety (90) days after the date of any such damage or destruction. In the event of any such termination, the amount of money payable in the form of insurance proceeds as a consequence of such damage or destruction shall be divided between SRT and City as provided in Exhibit 10.

C. Waiver of Subrogation. City and SRT waive all subrogation rights against each other, any contractors, architect, architects' consultants, service providers, and all of their respective subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section 18 or other property insurance applicable to the Premises, except such rights as they have to proceeds of such insurance held by City and SRT as fiduciaries. SRT shall require a similar waiver from every contractor performing any work on the Premises. This waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, whether or not the person or entity paid the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

D. Mutual Defense Obligations. With respect to any third-party claim against or potentially against both SRT and City that results from or arises out of any Premises use or the SRT operations thereon, SRT and City agree to coordinate their defense of such claims pursuant to this provision. The parties agree to work together in good faith, and cause their respective counsel to work together in good faith, to coordinate and implement a strategy with respect to the legal defense of any such action, including, without limitation, answers, counterclaims, motions, discovery, settlement, preparation for trial, dispute resolution and any other hearings,

and appeal. Notwithstanding the foregoing, the obligations hereunder shall not impair or restrict either party's rights with respect to the defense of such an action nor shall such obligations prohibit the taking of any action that is in a party's best interest, including, without limitation, seeking the dismissal or summary judgment of claims, negotiating or entering into a settlement or pursuing any form of alternative dispute resolution. Each party in all cases shall bear its own costs and related expenses with respect to any third-party claim hereunder, including, without limitation, attorneys' fees, costs, settlements and judgments.

E. Assumption of Risk. The placement and storage of personal property in the Premises shall be the responsibility, and at the sole risk, of SRT.

F. City Remedy Upon SRT Failure to Insure. The Director shall notify SRT whenever the Director has a reasonable belief that SRT has failed to secure or maintain insurance as required by this Agreement. In the event such failure is not remedied within such reasonable period as the Director may specify, the Director may secure such insurance and charge SRT the full premium cost therefor plus either an administrative service charge equal to the greater of either (a) fifteen percent (15%) of such premium charge or (b) Two Hundred Fifty Dollars (\$250) plus the percentage of such sum that equals the percentage increase, if any, in the Consumer Price Index ("CPI") for All Urban Consumer Items, All City Average, using the base 1982-84 = 100, as published by the U.S. Department of Labor, Bureau of Labor Statistics, or its successor, that has occurred between July 1996 and beginning of the month in which such insurance is to be secured; Provided, that in the event of any change in the index base (1982-84 = 100) or other modification of such index, the parties hereto shall apply whatever conversion factor(s) are necessary to establish the true percentage change in the CPI for any period in which such modification(s) occur, and in the event such index is discontinued, the parties hereto shall select and use for such adjustment purpose, another, similar index that reflects consumer price changes.

## 19. DAMAGE OR DEFAACEMENT OF PREMISES OR SEATTLE CENTER.

A. Damage or Defacement by SRT or Any SRT-Associated User. SRT shall not damage or in any manner deface the Premises or any building or the grounds of the Seattle Center and shall not cause or permit anything to be done by any of SRT's sublessees or licensee, or any invitee, agent, employee, officer, or contractor of any of the same such that the Premises or any other portion of the Seattle Center is damaged or defaced in any manner. In the event that any portion of the Seattle Center other than the Premises, or any portion of the Premises that is a City responsibility to repair and maintain, is damaged or defaced by an act or omission of SRT, any SRT sublessee or licensee, or any officer, employee, contractor, invitee or agent of any of the same, SRT shall pay City within thirty (30) days after the date of an invoice therefor, the full City costs for restoring such property to the condition it was in immediately prior to such damage or defacement.

B. Damage or Defacement by City. City shall not damage or in any manner deface the Premises or SRT property contained therein and shall not cause or permit anything to be done by any agent, employee, officer, or contractor of City such that the Premises or such SRT property is damaged or defaced in any manner. In the event that during the period of City's use

of the Premises, any portion of the Premises, or any SRT property therein, is damaged or defaced by an act or omission of City, or any of its officers, employees, contractors, invitees to the Premises, or agents, City shall restore the Premises to its condition immediately prior to such damage or defacement as quickly as is reasonably possible after the discovery of such damage and establishment of City responsibility for its damage or defacement or pay SRT within thirty (30) days after the date of an invoice therefor, the full SRT costs for restoring such property.

C. Standard for Restoration. The repair or restoration of the Premises following the occurrence of any damage or destruction thereof shall be to a condition substantially equal to or better than the condition the Premises were in immediately prior to the occurrence of such damage or destruction.

## 20. SIGNS & PROMOTIONAL MATERIALS.

A. Signs on Exterior of Premises. The SRT may install signs on the exterior of the Premises, identifying the building by name, its status as the site of the SRT's productions and containing other information related to SRT, including without limitation program information, fundraising information and special SRT announcements. The design, installation and location (but not the contents) of all such signs shall be subject to the written approval of the Director, which approval shall not be unreasonably withheld. No other sign(s) or other advertising matter, symbols, canopies or awnings shall be attached to, painted on, or otherwise installed on the exterior surface of any portion of the Premises, including any window thereof, without the prior written approval of the Director, who may approve, deny, or approve subject to conditions, any SRT request therefor in the exercise of such official's reasonable discretion.

B. Promotional Displays Outside of Premises. Areas outside of the Premises may be used for the posting or exhibiting by or for SRT of promotional, directional, or other communicative information or material only with the prior, express, written permission of the Director, who may approve, deny, or approve subject to conditions, any SRT request therefor in the exercise of such official's reasonable discretion. SRT shall ensure that any such material to which the Director objects, is removed from display immediately following SRT's receipt of such objection.

C. Promotional Materials to Include Reference to Premises. SRT shall, to the extent possible, include in any promotional material imprinted or published or otherwise produced by or on behalf of SRT that makes references to the Premises, including but not limited to advertisements, posters, programs, but not including tickets, notice that the Premises are located at the Seattle Center.

D. Promotional Material on Inside of Premises. All promotional materials on the interior of the Premises shall be designed and installed, to the extent reasonably practicable (given the fact that much of the exterior surface of the Premises consists of windows), to be primarily viewable by an audience that is inside, rather than outside, of the Premises. Neither City nor any City-authorized third party pursuant to Section 5 hereof shall post any information or material in or on the Premises except during periods of use of the Premises pursuant to

Section 5, and all such information or material shall relate only to such authorized use. All such information and material shall be submitted to SRT in advance of its being posted or displayed. The design, installation, and location (but not the contents) of said information or materials shall be subject to the written approval of SRT, which approval shall not be unreasonably withheld. City shall ensure that all such information and materials shall be removed at the end of the use period authorized under Section 5 hereof.

## 21. ASSIGNMENT, TRANSFER & SUBLEASES.

A. Prior Notice, Consultation & Written Consent of Director Required. SRT shall not assign or transfer this Agreement or otherwise convey SRT's rights hereunder, or sublease all or any portion of the Premises without giving the Director at least fifteen (15) day's prior notice of such proposed action, and shall not execute any sublease of all or a portion of the Premises for a period of three (3) or more consecutive months (a "long-term sublease") without the prior written consent of the Director; Provided, that for the purposes of this section, different sublease agreements between SRT and the same subtenant of all or any portion of the Premises shall be treated as a single, long-term sublease if the aggregate duration of such subleases equals or exceeds ninety (90) days and the various periods of time that such subtenant is authorized to use and occupy any portion of the Premises under such sublease agreements are not separated from each other by at least sixty (60) consecutive days.

B. Conditions for Director's Consent. The Director's consent for any proposed assignment, interest transfer or long-term sublease shall not be unreasonably withheld or delayed when the following conditions are satisfied:

(1) Documentation Required to be Delivered to Director: SRT has delivered to the Director, to the Director's reasonable satisfaction, the following material:

(a) Identification of Proposed Assignee, Transferee, or Long-term Subtenant. SRT's written request to assign this Agreement or to execute a long-term sublease or to otherwise transfer all or a portion of its interests in this Agreement, which request identifies, with particularity, the legal name of the proposed assignee, transferee, or long-term subtenant; the form of organization that entity uses to engage in business; that entity's business address and telephone number; and, in the case of a long-term sublease, a description of the portion(s) of the Premises proposed to be sublet;

(b) Commitment to Operate Consistent with Seattle Center Policies. Evidence that a condition of the assignment, transfer or long-term sublease will require the proposed assignee, transferee or long-term subtenant to operate and conduct activities in the Premises consistent with the mission statement of, and activities otherwise permitted by, the Seattle Center;

(c) Commitment to Secure & Maintain Insurance and to Pay Fees & Royalties. Evidence that the proposed assignee, transferee or long-term subtenant has been legally obligated to secure and maintain during the term of its use and occupancy of the Premises or any portion thereof commercial general liability and business automobile insurance satisfying

the requirements of Section 18, hereof, and to pay any and all royalties, license fees and similar charges associated with its activities in the Premises;

(d) **Waiver of Property Damage Claims Against City.** A written waiver by such proposed assignee, transferee or long-term subtenant of any claim it has or may have against City for the damage or destruction during such assignee's, transferee's or long-term subtenant's use of the Premises or the subleased portion(s) thereof, of any personal property owned or under the control of such assignee, transferee or long-term subtenant (except damage or destruction that is due to City negligence);

(e) **Acknowledgement of Subordination of Long-term Sublease to Agreement and of SRT's Continuing Obligation to City.** Where SRT proposes to enter into a long-term sublease, a written acknowledgement executed by SRT and the proposed long-term subtenant that any such sublease is subordinate and subject to the terms and conditions of this Agreement, and that no sublease shall relieve SRT of its obligations under this Agreement; and

(2) **Determination Regarding Exclusive Use Conflicts.** The Director determines that the Premises use intended by the proposed assignee, transferee or long-term subtenant does not conflict with any exclusive use that may have been authorized for a third party at Seattle Center.

C. **Director's Consent Is No Waiver of Agreement Requirements.** The Director's consent to any assignment or other form of interest transfer or long-term sublease shall not be deemed a waiver of the requirement that SRT secure the consent of the Director for any subsequent assignment, interest transfer or long-term sublease. No assignment, transfer or sublease, with or without the Director's consent, shall release or relieve SRT of or from any of the obligations on its part to be kept and performed under this Agreement. In the event of any assignment of this Agreement, SRT shall cause to be delivered to the Director, simultaneously with such assignment, an instrument in writing, executed by the assignee, in which the assignee assumes and agrees to perform all of the terms and provisions of this Agreement, including those to be kept and performed by SRT that have not been fully performed.

## 22. CONCESSION OR CATERING ACTIVITY.

A. **Definitions.** As used in this section, unless the context clearly requires a different meaning,

(1) "Caterer" means any "caterer" as defined in the "Seattle Food Code" (Seattle Municipal Code Ch. 10.10 or its successor).

(2) "Concession or catering activity" means and includes the preparation, service, free distribution, or sale of food or any beverage, including any alcoholic beverage, or the free distribution or sale of any concession merchandise or service for any consideration including but not limited to the reimbursement of costs associated with such activity; and

(3) "Concession merchandise or services" means and includes inedible goods and hospitality services relating to the SRT, its sublessees, and the productions and performances presented in the Premises, but not elsewhere at the Seattle Center unless specifically authorized by the Director; it includes but is not limited to souvenirs and novelties and coat- and hat-checking services.

B. Grant of Right. Except as provided in Subsection 22.C, hereof, City grants to SRT the exclusive right to engage in concession or catering activity and to authorize individuals and other entities to engage in such activity for and on the behalf, or under the auspices of SRT, inside the buildings on the Premises, subject to the conditions set forth herein.

C. Right Not Effective During Certain Use Periods. The concession and catering rights granted to SRT in Subsection 22.B hereof shall not be effective during any period of time when the Production Areas are being used by City or by any City-authorized third party pursuant to Section 5 hereof. Nothing herein shall prohibit SRT from making separate arrangements with City or any City-authorized third party either for such person or entity's use of the SRT concession sales area(s) in the Premises or for SRT's engaging in concession or catering activity in the Premises during the period of time when the Production Areas are being used by City or any City-authorized third party pursuant to Section 5 hereof.

D. Food Service Establishment Permit Required. SRT shall ensure that all potentially hazardous food offered for sale within the Premises pursuant to this Agreement has been prepared, transported, served and otherwise provided only by a person or entity issued a current valid Food Service Establishment permit or comparable authorization issued by the Seattle-King County Department of Public Health or its successor.

E. Insurance Required. SRT shall ensure that any person or entity that it contracts with, licenses, or otherwise permits to engage in concession or catering activity within the Premises pursuant to this Agreement secures and maintains in full force and effect during the period such person or entity engages in such activity, a policy of general commercial public liability insurance, and if such person or entity drives any motor vehicle on the Seattle Center grounds, business automobile insurance, all consistent with the requirements of Section 18 hereof, under which policy(ies) The City of Seattle is named as an additional insured.

F. Licenses and Permits; Contingent Expiration of Right. All licenses, permits and other authorization required in order to legally conduct the concession or catering activity contemplated herein shall be acquired and maintained at no cost to City. The inability of SRT or any caterer, lessee or subcontractor of SRT, to secure or to maintain any such license, permit or other authorization shall not invalidate the concession and catering right granted herein.

G. Use of Banned Customer Service Serving Materials Prohibited. SRT shall not use, and shall prohibit every SRT subtenant and other person and entity authorized to engage in catering or concession activity hereunder from using, in connection with any concession or catering activity under this Agreement, any type of serving container or implement that is now or hereafter prohibited for use at Seattle Center. This SRT obligation with respect to materials other than polystyrene foam food or beverage containers shall be effective only after such materials have been identified by the Director through notice to SRT.

H. SRT's Restoration Responsibility for Areas Used for Serving Food & Beverages. Notwithstanding any other provision of this Agreement, in the event that any portion of the Premises or other portion of the Seattle Center is used for any catering activity by or for SRT, then, except as may be otherwise agreed upon by the Director and SRT Managing Director, SRT shall ensure that any area so used is restored immediately after such activity to at least as good a physical condition as such area was in immediately prior to such activity. All such restoration work on the interior of the Premises shall be completed within thirty (30) days after such event or such longer period as the Director shall allow, and on the exterior of the Premises, within such time period as the Director shall require.

I. Authorization for Subcontracting, Concession or Catering Activity. SRT is authorized to enter into such subcontracts, concession and caterer's agreements as it deems necessary to exercise the concession and catering right granted hereunder. This Agreement constitutes the prior express written authorization of City for the use of the Premises by SRT's caterers, concessionaires, and contractors, for concession or catering activity as described above.

J. No Catering or Concession Activity on Exterior Portion of Premises or on Seattle Center Grounds Without Director's Consent. Neither SRT nor any of its subtenants, caterers, or concessionaires shall use any exterior portion of the Premises or any other part of the Seattle Center for any catering or concession activity without the prior, express, written consent of the Director, whose consent shall not be unreasonably withheld.

## 23. OWNERSHIP OF PREMISES IMPROVEMENTS, ALTERATIONS & ADDITIONS.

Except as otherwise provided in this Agreement, all alterations, additions, and improvements to the Old Premises and all landscaping improvements made by SRT under the Construction Agreement shall become the property of City immediately upon their affixation to the Premises or their substantial completion, whichever is earlier, and shall be subject to all of the provisions of this Agreement. The improvements, additions and alterations made by SRT under the Construction Agreement other than landscaping improvements shall become City property as of the expiration or earlier termination of this Agreement.

## 24. COMPLIANCE WITH LAW.

A. Lawful Use. SRT, as the lessee hereunder, and City, with respect to its use of the Premises pursuant to Section 5 hereof, each agree to abide by, conform and comply with, and SRT and City each agrees to use its best efforts to ensure that every person it admits to the Premises abides by, conforms and complies with, all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of The City of Seattle; rules and regulations of the Seattle Center, Fire, Health, and Police Departments or the functional successors thereof; and licenses, permits, and authorizations required by any such authority. Whenever either party or its authorized representative is informed of any violation of any such law, ordinance, rule, regulation, license, permit, or authorization committed by it, it shall immediately desist from such violation and shall make its best effort to prevent such

violations by any person admitted by it to the Premises. The final judgment of any court or administrative body of competent jurisdiction or the admission by a party in any action against it, whether the other party is a party thereto or otherwise, that it or its invitees has violated any law, ordinance, rule, or regulation shall be conclusive of that fact as between City and SRT.

B. Licenses and Similar Authorizations. SRT, at no expense to City, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits and similar legal authorizations, and comply with all requirements thereof; Provided, however, such responsibilities shall be City responsibilities with respect to City use of the Premises pursuant to Section 5 hereof.

C. Taxes. SRT shall pay, before delinquency, all taxes, levies, and assessments of any kind or nature that are imposed or become due during the term of this Agreement and arise from any activity on or use and occupancy of the Premises pursuant to this Agreement, including but not limited to taxes arising out of the activity or business conducted on the Premises (other than non-SRT use pursuant to Section 5 hereof); taxes levied on SRT property, equipment, and improvements on or to the Premises; taxes on SRT's interest in this Agreement and any leasehold interest deemed to have been created thereby under RCW 82.29A, if applicable; and any assessment levied for any local improvement, utility local improvement, or any similar undertaking; Provided, that in the event an assessment is based upon the extent of property lying adjacent to a street, SRT shall be responsible for its pro-rata share of such assessment based upon the portion of the street frontage occupied by the Premises. In the event the State of Washington makes any demand upon City for payment of any tax resulting from SRT's use or occupancy of the Premises or the conduct of any activity subject to tax, or the State withholds funds due to City to enforce collection of leasehold excise or any other tax, SRT, at its sole expense, shall contest such action and indemnify City for all sums expended by or withheld by the State from City in connection with such taxation; Provided, that SRT may pay any such tax in lieu of contesting it or indemnifying City. City shall pay, or shall contractually obligate all City-authorized third parties to pay, and shall indemnify and hold SRT harmless for all imposed taxes that relate to events in the Premises pursuant to Section 5 hereof (except for taxes imposed on concession sales by SRT or for SRT's benefit), and for all taxes that may be imposed on SRT or SRT's use of the Premises resulting from any use pursuant to Section 5 hereof by City or any City-authorized third party.

D. Attendance & Safety Standards. The Seattle Fire Chief or his/her designee shall have the authority to determine, in the reasonable exercise of his/her discretion, the number of persons that may be admitted to, and safely and freely move about in the Premises. SRT shall not sell or issue tickets or credentials for admission to the Premises in an aggregate number that exceeds the Seattle Fire Chief's determined number. SRT shall not admit to the Premises more people than the number so determined by the Seattle Fire Chief. SRT shall not permit any chair or movable seat or other obstruction to be erected or placed in any passageway or fire exit. Sidewalks, grounds, entries, passages, vestibules, halls, elevators, abutting streets and all ways of access to the Premises shall not be obstructed by SRT or used for any purpose other than for ingress and egress to the Premises. City shall be responsible for assuring compliance with each of the foregoing requirements during periods of City use of the Premises pursuant to Section 5 hereof.

E. Nondiscrimination and Affirmative Action. SRT shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and The City of Seattle, including the Seattle Municipal Code (SMC), notably SMC Ch. 20.44; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

F. Women's and Minority Business Enterprise Utilization Compliance.

(1) Incorporation of Ordinance. This Agreement hereby incorporates by reference S.M.C. Ch. 20.46A (the "Women's & Minority Business Utilization ["WMBE"] Ordinance") and all regulations implementing the same. The purpose of Seattle's WMBE Program is to provide a prompt remedy for the effects of past discrimination. The failure of SRT or any contractor or subtenant of SRT to comply with any of the requirements of S.M.C. Ch. 20.46A in the exercise of the rights granted by this Agreement shall be a material breach of contract.

(2) SRT's Obligations. During the Term of this Agreement and any extension thereof, SRT shall:

(a) Meet the minority business enterprise ("MBE") and women's business enterprise ("WBE") set-asides established for this Agreement, if any;

(b) Make affirmative efforts to utilize WMBEs in performing SRT's obligations under this Agreement, whether as contractors, suppliers, subtenants, or in any other capacity;

(c) Require that all contractors and subtenants make affirmative efforts to utilize WMBEs in the performance of this Agreement;

(d) Maintain records reasonably necessary for monitoring compliance with the provisions of S.M.C. Ch. 20.46A, and submit such information as may be requested by the DAS Director or such official's functional successor in order to monitor and enforce compliance; and

(e) Require that contractors and subtenants maintain records reasonably necessary for monitoring the compliance of such contractors and subtenants with the provisions of S.M.C. Ch. 20.46A, and that the contractors and subtenants submit such information as may be requested by the DAS Director or such official's functional successor in order to monitor and enforce compliance.

(3) Liquidated Damages for Breach. City, in general, and its WMBE Program in particular, are damaged when a contract, or portion of a contract, to be performed by a WBE or MBE is not actually performed by a WBE or MBE in compliance with S.M.C. Ch. 20.46A. Because the actual amount of such damage is not reasonably calculable, City and SRT agree and stipulate that liquidated damages equal to the unmet dollar amount of any WBE or MBE set-aside (if any) will fairly compensate City for resulting delays in carrying out the purpose of the WMBE Program, the costs of meeting utilization targets through additional

contracts, the administrative costs of investigation and enforcement, and other damages and costs caused by the violation.

## 25. ROYALTIES, LICENSE FEES, AND SIMILAR PAYMENTS.

SRT shall pay, before delinquency, all royalties, license fees, and other charges due and payable to any person or entity as the consequence of any public performance(s) or display(s) of copyrighted work(s) during its use of the Premises or any portion thereof. City or its authorized third party users shall be responsible for all similar royalties, license fees and other charges in connection with such entities' use of the Premises pursuant to Section 5.

## 26. LIENS AND ENCUMBRANCES.

SRT shall keep the Premises free and clear of any lien or encumbrance arising or growing out of its use and occupancy of the Premises or any portion thereof. At City's request, SRT shall furnish City written proof of payment of any item that would or might constitute the basis for such a lien or encumbrance on the Premises if not paid.

## 27. MEDIATION OF DISPUTES.

The parties hereto shall make their best efforts to resolve disputes as expeditiously as possible through negotiations at the lowest possible decision-making level, and in the event such negotiations are unsuccessful, to participate in good faith in the mediation process described below, and attempt to resolve all claims and disputes between them in a one mediation effort.

A. Involvement of Mediator & Mediator's Consultants. In the event an issue cannot be resolved by negotiations between subordinate staff of SRT and Seattle Center, the matter shall be referred to the Director and the SRT Managing Director. In the event those officials are unable to resolve the dispute within a period of fifteen (15) days after the matter has been formally referred to them for resolution, they shall meet during the immediately succeeding seven (7) days to select a mediator to assist in the resolution of such dispute; Provided, that in the event the Director and SRT Managing Director cannot agree upon a mediator within such seven (7) day period, either party may apply to the American Arbitration Association or the Judicial Arbitration & Mediation Service for the appointment of a mediator according to the process that is established by such entity for such action. SRT and City shall share equally the cost charged for the mediation of any dispute. The mediator shall have the authority to engage one or more expert consultants with knowledge in the field(s) or area(s) involved in the matter(s) that are in dispute to assist the mediator and the parties to evaluate their respective claims and possibly reach agreement to resolve their dispute.

B. Continuation of Efforts in Event of Dispute: No Litigation Without Mediation. Notwithstanding the existence of any dispute between the parties hereto, the parties shall continue to carry out, without unreasonable delay, all of their respective responsibilities under this Agreement that are not affected by the dispute. Neither party to this Agreement shall

commence any litigation against the other with respect to any claim or dispute under this Agreement without first participating, in good faith, with the other party in mediation as contemplated in this section.

## 28. DEFAULT.

A. Default by SRT. The following acts and omissions by SRT shall constitute a default and material breach of this Agreement:

- (1) SRT's failing to comply with any of the material requirements of Section 18 hereof, regarding insurance;
- (2) SRT's failing to cease, or correct or remedy, any violation of any law, ordinance, rule, or regulation, after SRT's receipt of notice and a reasonable time to cease such violation or make such correction or provide such remedy;
- (3) SRT's abandoning or vacating the Premises;
- (4) SRT's failing to pay any sum of money due to City within thirty (30) days after notice from City that such a payment is overdue, notwithstanding the right of City to interest on any such sums that become delinquent;
- (5) SRT's becoming insolvent, making a general assignment for the benefit of creditors, suffering or permitting the appointment of a receiver for its business or assets, becoming subject to any proceeding under any bankruptcy or insolvency law (whether domestic or foreign), or being wound up or liquidated, voluntarily or otherwise; or
- (6) SRT's failing to perform any other material condition or covenant of this Agreement where such failure in performance is not remedied within the time allowed by Subsection 28.C hereof, or such other period for remedial action as is expressly otherwise provided for in this Agreement.

B. Default by City. City shall be in default and material breach of this Agreement if City fails to perform a material condition or covenant required of it where such failure in performance is not remedied within the time allowed by Subsection 28.C hereof, or such other period for remedial action as is expressly otherwise provided for in this Agreement.

C. Notice of Default; Opportunity to Cure; Extension of Period to Cure Default. Neither City nor SRT shall be in default unless such party fails to perform an obligation required of it within a reasonable time, which time shall not extend more than thirty (30) days after written notice from the aggrieved party has been received by the other, specifying the particular obligation that the other has failed to perform or provision of this Agreement that has been materially breached; Provided, that if the nature of the other party's obligation is such that more than thirty (30) days are reasonably required for performance or the curing of such material breach, then the other party shall not be in default if it commences performance or cure within such thirty (30) day period, and thereafter diligently prosecutes the same to completion;

Provided, further, that if City has provided to SRT a notice of default and an opportunity to cure pursuant to the terms and conditions of the Construction Agreement, then no separate notice of default or separate opportunity to cure shall be required under this Agreement with respect to the termination by City of the Construction Agreement as a consequence of SRT's refusing or failing to have the New Premises constructed consistent with, or other material breach of, the terms and conditions of the Construction Agreement.

## 29. REMEDIES UPON DEFAULT AND MATERIAL BREACH.

A. City Right to Terminate Agreement. In the event a court of competent jurisdiction determines that there has been a material and substantial default or breach of this Agreement by SRT, and City is not in default or breach of this Agreement, City may terminate this Agreement, re-enter the Premises, permit others to use said Premises during any portion of the period of use remaining under this Agreement had it not been terminated, and receive compensation therefor. In such event, SRT's liability for the rent, expense reimbursements and other charges to be paid to City hereunder shall not be extinguished, and SRT shall pay to City within thirty (30) days after the date of any invoice therefor, the shortfall between what City actually receives on a monthly basis for the use and occupancy of the Premises by third parties and the amounts that are to be paid by SRT hereunder.

B. City Remedies Upon Material Breach of Concession & Catering Requirements. Notwithstanding any other provision hereof, in the event of a default and material breach of any provision of Section 22 of this Agreement, as now existing or hereafter amended, City may revoke and terminate the concessions and catering right granted to SRT without affecting SRT's right to use and occupancy of the Premises hereunder; and in such event Subsections 30.C and 30.D shall apply with respect to all property related to concession or catering activity installed on the Premises by or on behalf of SRT, except that all such property shall be removed by SRT within thirty (30) days after the effective date of the revocation and termination of the concessions and catering rights.

### C. City Remedies Upon SRT's Material Breach of Construction Agreement.

(1) Adjustment of Annual New Premises Rent. In the event that by September 30, 1997, (a) the New Premises has not been completed as provided in the Construction Agreement (by, for example, not having the exterior appearance of the New Premises and its adjacent landscaping completed in accordance with the plans and specifications therefor as last approved by the Director [Exhibits A and D to the Construction Agreement], and (b) the New Premises has not had installed therein all of the theatrical equipment and furnishings identified in Exhibit 3 (the list of equipment that is required to keep the New Premises equipped as a fully functioning performance facility), then the rent payable under Subsection 6.A.(3) hereof shall be as specified in Section 2 of Appendix 4.

(2) SRT Assumption of Maintenance, Repair & Replacement Responsibilities With Respect to Premises Shell. If, at any time during the term of this Agreement, City determines that (a) the New Premises or the connection between the New Premises and the Old Premises is not weather-tight, (b) damage has occurred to the Premises or any of the

Provided, further, that if City has provided to SRT a notice of default and an opportunity to cure pursuant to the terms and conditions of the Construction Agreement, then no separate notice of default or separate opportunity to cure shall be required under this Agreement with respect to the termination by City of the Construction Agreement as a consequence of SRT's refusing or failing to have the New Premises constructed consistent with, or other material breach of, the terms and conditions of the Construction Agreement.

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B. City Remedies Upon Material Breach of Concession & Catering Requirements. Notwithstanding any other provision hereof, in the event of a default and material breach of any provision of Section 22 of this Agreement, as now existing or hereafter amended, City may revoke and terminate the concessions and catering right granted to SRT without affecting SRT's right to use and occupancy of the Premises hereunder; and in such event Subsections 30.C and 30.D shall apply with respect to all property related to concession or catering activity installed on the Premises by or on behalf of SRT, except that all such property shall be removed by SRT within thirty (30) days after the effective date of the revocation and termination of the concessions and catering rights.

### C. City Remedies Upon SRT's Material Breach of Construction Agreement.

(1) Adjustment of Annual New Premises Rent. In the event that by September 30, 1997, (a) the New Premises has not been completed as provided in the Construction Agreement (by, for example, not having the exterior appearance of the New Premises and its adjacent landscaping completed in accordance with the plans and specifications therefor as last approved by the Director [Exhibits A and D to the Construction Agreement], and (b) the New Premises has not had installed therein all of the theatrical equipment and furnishings identified in Exhibit 3 (the list of equipment that is required to keep the New Premises equipped as a fully functioning performance facility), then the rent payable under Subsection 6.A.(3) hereof shall be as specified in Section 2 of Appendix 4.

(2) SRT Assumption of Maintenance, Repair & Replacement Responsibilities With Respect to Premises Shell. If, at any time during the term of this Agreement, City determines that (a) the New Premises or the connection between the New Premises and the Old Premises is not weather-tight, (b) damage has occurred to the Premises or any of the

improvements made thereto or equipment installed therein as a consequence of the New Premises or the connection between the Old Premises and the New Premises not being weather-tight, and (c) the exterior of the New Premises and its adjacent landscaping were not constructed according to the plans and specifications therefor as last approved by the Director (Exhibits A and D to the Construction Agreement), SRT shall be given notice of such condition and a demand to correct such non-conforming construction and compensate City for all damage or losses occasioned by such condition. In the event that SRT fails, after having been provided such notice and an opportunity as contemplated in Subsection 28.C hereof, to correct such non-conforming construction and to compensate City for such damage and losses, then, notwithstanding anything to the contrary in Section 13 hereof or in Exhibits 5 through 7 hereto, and in addition to SRT's remaining liable to City for such compensation, SRT shall become responsible for the maintenance, repair and replacement of the roof and exterior shell of the New Premises (including but not limited to the exterior walls, exterior doors and locks, and exterior windows) and the connection between the New Premises and Old Premises until such time as SRT demonstrates, to the reasonable satisfaction of the Director, that the New Premises and its connection to the Old Premises have been constructed according to the plans and specifications therefor as last approved by the Director, or to such other plans and specifications for the New Premises as are approved by the Director, in the exercise of such City official's discretion.

D. Injunctive Relief & Specific Performance. In the event that after its receipt of due notice and an opportunity to cure as provided hereunder, either party fails to cure a material breach and default of any of its obligations hereunder, the other party shall be entitled to damages and, as appropriate, to an order for injunctive relief or specific performance.

### 30. **SURRENDER OF PREMISES AND REMOVAL OF SRT'S PROPERTY; DISPOSITION OF MONEY IN BWTMRR FUND & SRT REPLACEMENT TRUST FUND.**

A. Surrender of Premises. Upon termination or expiration of this Agreement, SRT shall surrender to City the Premises and all keys to any door or window therein.

B. Condition of Premises Upon Surrender. The Premises to be surrendered to City shall be surrendered in at least as good a condition as the Old Premises were in on the commencement date of this Agreement, except for the effects of construction of the SRT's improvements on the New Premises pursuant to the Construction Agreement and other improvements, additions, alterations, and repairs made to the Premises with the approval or concurrence of City; property damage by fire and other perils insured in contracts or policies of fire, extended coverage, and vandalism; and reasonable wear and tear.

C. Removal of Property. Prior to the expiration of the term of this Agreement, or within sixty (60) days after this Agreement's earlier termination, SRT shall remove from the Premises, at no cost or expense to City, all office equipment, furnishings, and other personal property owned and placed in or on the Premises by SRT that is not reasonably required to keep the Premises in the condition of a fully functional and safe, live theatrical performance facility. In removing such material and property, SRT shall take due care to not damage or injure the Premises, and any such damage or injury shall be immediately repaired by SRT to the Director's reasonable satisfaction, at SRT's sole cost and expense. Structural alterations, additions,

improvements, and stage production equipment and fixtures identified in Exhibits 2 and 3 shall not be removed. In no event shall either party make any claim or demand upon the other, nor shall either party be liable for any inconvenience, annoyance, disturbance, or loss of business arising out of such removal operation during such sixty (60) day period.

D. Inventory & Ownership of Office Equipment & Related Items. SRT shall deliver to the Director on or by October 1, 1996, a written Property Inventory identifying all SRT-owned office equipment, furnishings and other personal property moved onto the Premises during any time prior to the immediately preceding July 1st that SRT expects to be able to remove at the end of the term of this Agreement. On or by October 1st of every year thereafter during the term of this Agreement, SRT shall deliver to the Director a replacement Property Inventory or a written addendum to the most recently delivered Property Inventory indicating additions and deletions to the same that occurred during any time during the twelve (12) months prior to the immediately preceding July 1st. Each such Property Inventory that is delivered to the Director and its supplementary additions and deletions list shall constitute and be incorporated herein as Exhibit 11 until a succeeding Property Inventory is delivered to the Director.

E. Disposition of Unremoved Property. In the event that after the expiration or earlier termination of this Agreement, SRT has not removed the removable office equipment, furnishings, and other personal property listed on the most recently filed Property Inventory within the time allowed for such removal, City may, but need not, remove the same and hold it for SRT, or may place the same in storage, all at SRT's expense and risk; and SRT shall reimburse City for any reasonable expense incurred by City in connection with such removal and storage. City shall have the right to sell such stored property, without notice to SRT, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied, first, to the cost of the sale; second, to the payment of the charges for storage; third, to the payment of any other amounts which may then be due from SRT to City; the balance, if any, shall be paid to SRT. SRT hereby waives and expressly releases City from any and all claims for loss or damage, of any kind or nature, arising out of said removal, storage and sale.

F. Disposition of Money in BWTMRR Fund & SRT Replacement Trust Fund. In the event this Agreement is terminated for any reason prior to the earlier of (a) May 31, 2009, or (b) the date when the BWTMRR Fund has received the City remittance for 2009 and the balance of that City fund has been expended, SRT shall remit to City, without protest, offset or deduction of any kind or nature whatsoever, all of the money in the SRT Replacement Trust Fund, which money City shall aggregate with and deposit into the BWTMRR Fund and thereafter divide and expend as follows: First, City shall deduct from the BWTMRR Fund an amount equal to all expenditures that (1) the parties expected to make in the year in which this Agreement is terminated with such funds, as indicated in Exhibit 8, and (2) have not been made as of the effective date of termination. Second, City shall deduct from the BWTMRR Fund an amount equal to the sum of all outstanding financial obligations of SRT to City under this Agreement and otherwise, to the extent such obligations can be paid therefrom. The aggregate amount (if any) remaining in the BWTMRR Fund after such deductions have been made shall be held by City as a reasonable damage deposit to cover all City costs that may be incurred in remedying any SRT failure to leave the Premises in the condition required by Subsections 30.B and 30.C hereof. Upon the full payment of all financial obligations of SRT to City under this Agreement and otherwise (whether by direct SRT payment or deduction from the BWTMRR

Fund as contemplated herein) and SRT's timely satisfaction of the requirements of Subsections 30.B and 30.C hereof, the balance of the BWTMRR Fund (if any) shall be divided between City and SRT consistent with following calculations:

The sum of the annual SRT deposits into the SRT Replacement Trust Fund pursuant to §13.F.(3) plus the sum of the unreimbursed SRT Supplemental Deposits made pursuant to §13.F.(4)(b) hereof through the effective year of termination =  $\Sigma$  SRT

The sum of the annual City deposits into the BWTMRR Fund pursuant to §13.F.(3) plus the sum of all City Supplemental Deposits into the BWTMRR Fund pursuant to §13.F.(4)(a) that have not been reimbursed, each through the effective year of termination =  $\Sigma$  City

$\Sigma$  SRT +  $\Sigma$  City = Total Deposits

$\Sigma$  SRT  $\div$  Total Deposits = SRT Share of Balance of BWTMRR Fund

$\Sigma$  City  $\div$  Total Deposits = City Share of Balance of BWTMRR Fund

City shall remit to SRT the SRT Share of Balance of BWTMRR Fund within thirty (30) days after the determination of such amount.

### 31. NO WAIVERS.

No action other than a written document by the Director or the SRT Managing Director (or such other person as may be specified for such purpose in a notice given by SRT to the Director) specifically acknowledging that it constitutes a waiver of a particular breach or default by the other shall constitute a waiver by a party of such breach or default. No such document shall waive a failure to fully comply with any term or condition of this Agreement not specifically referenced therein, irrespective of any knowledge any officer or employee of a party may have of such breach, default, or noncompliance. A party's failure to insist upon full performance of any provision of this Agreement shall not be deemed to constitute consent to or acceptance of such incomplete performance in the future.

### 32. BINDING EFFECT.

The provisions, covenants and conditions contained in this Agreement are binding upon the parties hereto and their legal successors and assigns.

### 33. REMEDIES CUMULATIVE.

The rights under this Agreement are cumulative; the failure to exercise promptly any right recognized hereunder shall not operate to forfeit any such right. The use of one remedy shall not be taken to exclude or waive the right to use another.

**34. APPLICABLE LAW AND VENUE.**

This Agreement shall be construed under the laws of the State of Washington. The venue for any litigation relating to this Agreement shall be in the Superior Court of the State of Washington for King County.

**35. OBLIGATION OF SRT LIMITED TO CORPORATION.**

Any and all obligations of SRT under this Agreement are enforceable only against the Seattle Repertory Theatre, a nonprofit corporation, and are not enforceable against nor do they impose any liability upon SRT's officers, directors, trustees, members, employees, or agents.

**36. NO PARTNERSHIP, ASSOCIATION OR JOINT VENTURE RELATIONSHIP CREATED.**

In no event shall either party be construed, held, or become, in any way or for any purpose, a partner, associate, or joint venturer of the other party or any party associated with the other party in the conduct of the other party's business or otherwise. This Agreement does not constitute either party as the agent or legal representative of the other party for any purpose whatsoever, nor is either party granted any express or implied right or authority to assume or to create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any manner or thing whatsoever.

**37. ADDRESSES.**

Unless otherwise directed in writing, all notices and reports shall be in writing, and together with any payments, shall be delivered to City at the following address:

Director  
Seattle Center Department  
305 Harrison Street  
Seattle, Washington 98109

and to SRT at the following address:

Managing Director  
Seattle Repertory Theatre  
155 Mercer Street  
Seattle, Washington 98109

Either party may change its address for receipt of reports, notices or payments without the formal amendment of this Agreement by giving the other party written notice of such change not less than fifteen (15) days prior to the effective date thereof.

**38. TITLES OF SECTIONS.**

The titles of sections and subsections set forth herein are for convenience only, and do not in any way define, limit or construe the contents of any section.

**39. AMENDMENTS.**

The parties hereto expressly reserve the right to amend this Agreement from time to time as they mutually deem necessary. No alteration or modification of the terms hereof shall be valid unless made in writing and signed by an authorized representative of each of the parties hereto.

**40. DIRECTOR'S AUTHORITY.**

The action of the Director pursuant to or in implementation of this Agreement does not constitute any official action by any other City department or official that may be required by law, ordinance, rule or regulation.

**41. SURVIVAL OF INDEMNIFICATION OBLIGATIONS.**

The indemnification obligations assumed by each party under this Agreement shall survive the expiration or earlier termination of this Agreement.

**42. ATTORNEYS' FEES.**

In the event a suit or arbitration is initiated to resolve a dispute with respect to this Agreement, the losing party in such suit or arbitration shall pay to the prevailing party the reasonable attorneys' fees and other reasonable costs and expenses incurred by the prevailing party in such suit or arbitration. If City prevails, its attorneys' fees shall be computed as if it were represented by attorneys in a private law firm having as many attorneys as are employed by the Seattle Law Department, and with as much experience as that possessed by the attorneys actually representing City.

**43. SUPERSESSION OF AMENDED LICENSING AGREEMENT & RELATED MEMORANDUM OF UNDERSTANDING.**

This Agreement supersedes the "Bagley Wright Theatre at Seattle Center Licensing Agreement" executed on or about February 20, 1981; the "First Amendment to the Bagley Wright Theatre at Seattle Center Licensing Agreement" executed on or about November 3, 1983; the "Memorandum of Understanding by The City of Seattle and The Seattle Repertory Theatre regarding certain production-related equipment contemplated by the Bagley Wright

Theatre at Seattle Center Licensing Agreement" executed on or about July 19, 1991; the letter dated July 7, 1995 that was signed by a representative of each of the parties hereto; and all portions of Resolution 29212 of the Seattle City Council that are inconsistent with the contents hereof.

#### 44. APPENDICES & EXHIBITS.

The following appendices and exhibits are incorporated herein, whether or not attached hereto. Notwithstanding any provision to the contrary herein, the parties hereto may agree to the substitution and replacement, from time to time, of subsequently agreed-upon exhibits without the formality of an actual amendment to this Agreement, each of which substitute and replacement exhibits shall be identified on the face thereof as a substitute and replacement exhibit and the effective date of such substitution and replacement.

Appendix 1	Construction Agreement between The City of Seattle and Seattle Repertory Theatre
Appendix 2	Rent Schedule for Use & Occupancy of Old Premises Through May 31, 2009
Appendix 3	Rent Schedule for Use & Occupancy of Old Premises On & After June 1, 2009
Appendix 4	Rent for Use & Occupancy of New Premises or Land Occupied by New Premises  * * * * *
Exhibit 1	Legal Description of Premises
Exhibit 2	Equipment Required to Keep Old Premises Equipped as a Fully Functioning Performance Facility
Exhibit 3	Equipment Required to Keep New Premises Equipped as a Fully Functioning Performance Facility
Exhibit 4	SRT Maintenance & Repair Responsibilities With Respect to the New Premises
Exhibit 5	City's Maintenance & Repair Responsibilities With Respect to Old Premises Through May 31, 2009
Exhibit 6	City's Maintenance & Repair Responsibilities With Respect to New Premises

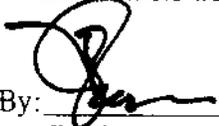
- Exhibit 7 City's & SRT's Maintenance & Repair Responsibilities With Respect to Old Premises On & After June 1, 2009
- Exhibit 8 BWTMR Fund & SRT Replacement Trust Fund: Minimum Annual Deposits & Expenditure Schedule
- Exhibit 9 Minimum Required Insurance Coverage
- Exhibit 10 Division of Insurance Proceeds in Event of SRT Election to Terminate Agreement Following Substantial Damage or Destruction of Premises or Improvements Thereto
- Exhibit 11 SRT Property Inventory

**45. ENTIRE AGREEMENT.**

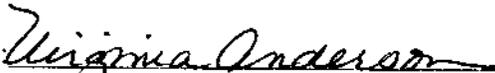
The parties hereto acknowledge that it is a negotiated understanding, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against either party on the basis of that party's having drafted the same. This Agreement, together with all of the exhibits attached hereto, embodies the entire Agreement of the parties hereto. There are no other understandings or agreements, written or oral, between the parties regarding the Premises except as expressly referenced herein.

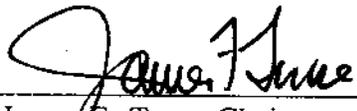
IN WITNESS WHEREOF, the authorized representative(s) of each of the parties hereto has/have executed this Agreement by affixing his/her/their signature(s) in the spaces below.

**SEATTLE REPERTORY THEATRE**

By:   
Benjamin Moore, Managing Director

**THE CITY OF SEATTLE**

By:   
Virginia Anderson, Director  
Seattle Center Department

By:   
James F. Tune, Chairman  
Board of Directors

STATE OF WASHINGTON )  
 ) ss. (THEATRE'S ACKNOWLEDGEMENT)  
COUNTY OF KING )

On this 7 day of May, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Benjamin Moore and James F. Tune, the respective Managing Director and Chairman of the Board of Trustees of the Seattle Repertory Theatre, who on oath stated that they executed the annexed agreement and acknowledged such agreement to be the free and voluntary act of the Seattle Repertory Theatre for the uses and purposes mentioned therein, and that they were authorized to execute said agreement for and on behalf of the Seattle Repertory Theatre.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Diane James  
(Signature)

DIANE JAMES  
(Print or type name of notary)

Notary Public in and for the State of Washington, residing at Seattle  
My commission expires 6/9/98

STATE OF WASHINGTON )  
 ) ss. (CITY'S ACKNOWLEDGMENT)  
THE COUNTY OF KING )

On this 9<sup>th</sup> day of May, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Virginia Anderson, to me known to be the Director of the Seattle Center Department of The City of Seattle, who on oath stated that she executed the annexed agreement, and acknowledged said agreement to be the free and voluntary act and deed of The City of Seattle for the uses and purposes therein mentioned, and that she was authorized to execute said agreement for and on behalf of The City of Seattle.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Carolyn C. Gossard  
(Signature)

CAROLYN C. GOSSARD  
(Print or type name of notary)

Notary Public in and for the State of Washington, residing at Seattle  
My commission expires 11/28/96

APPENDIX 1

**CONSTRUCTION AGREEMENT  
BETWEEN  
THE CITY OF SEATTLE  
&  
SEATTLE REPERTORY THEATRE**

*[Document incorporated, but not attached because of its bulk.]*

APPENDIX 2

**RENT SCHEDULE FOR USE & OCCUPANCY OF OLD PREMISES  
THROUGH MAY 31, 2009**

As consideration for any use of the Old Premises by SRT and all other persons and entities (other than City and third parties authorized by City to use the Old Premises Production Areas pursuant to Section 5 of this Agreement), from and after the Commencement Date of this Agreement through May 31, 2009, SRT shall pay to City the following rent:

In 1996:       \$7,332.83 per month.

Effective January 1, 1997, and each January 1st thereafter during the term hereof, the monthly rent shall be increased by the percentage increase (if any) in the Consumer Price Index ("C.P.I.") for All Urban Consumer Items, All City Average (using the base 1982-84 = 100) as published by the U.S. Department of Labor, Bureau of Labor Statistics, or its successor, that occurred during the immediately preceding calendar year; Provided, that in the event of any change in the index base (1982-84 = 100) or other modification of such index, the parties hereto shall apply whatever conversion factor(s) are necessary to establish the true percentage change in the C.P.I. for any year(s) in which such modification(s) occur, and in the event such index is discontinued, the parties hereto shall select and use for such rent adjustment purpose, another, similar index that reflects consumer price changes.

(To illustrate the parties' intentions under this Agreement, if the C.P.I. index for January 1996 = 156.79, and the C.P.I. index for January 1997 = 162.59, the percentage increase in the C.P.I. occurring during 1996 = +3.7%. That percentage, when applied to the 1996 monthly rent of \$7,332.83, would result in an increase of \$271.31, and thus make the revised monthly rent payable for 1997 = \$7,604.14.)

Effective on the third anniversary of the date a Certificate of Occupancy is issued with respect to the New Premises, the then-current revised monthly rent shall be reduced by an amount equal to the average monthly cost incurred by the Seattle Center Department in providing cooling service to the Old Premises pursuant to Subsection 14.A of the annexed Agreement during the first three years after the date a Certificate of Occupancy is issued with respect to the New Premises. The Seattle Center Director shall calculate such average monthly cooling service cost as soon as reasonably possible after such anniversary date but no later than July 1, 1999, and provide notice of to the SRT Managing Director of (a) the amount of such average monthly cooling cost; (b) the amount by which monthly rent as revised by the C.P.I. as provided for herein is to be reduced, and the resulting revised reduced monthly rent; (c) the amount of any rent credit due to SRT (which credit shall be applied by City to the revised reduced monthly rent due for the month(s) immediately after the date of such Director's notice); and (d) the amount of the revised reduced monthly rent due for the month in which such credit is sufficient to pay only a portion of that month's revised reduced monthly rent. Until the SRT Managing Director's receipt of notice of the revised reduced monthly rent, SRT shall continue to pay in a timely manner the revised monthly rent last specified by the Director as provided herein.

APPENDIX 3

**RENT SCHEDULE FOR USE & OCCUPANCY OF OLD PREMISES  
FROM & AFTER JUNE 1, 2009**

As consideration for any use of the Old Premises by SRT and all other persons and entities (other than City and third parties authorized by City to use the Old Premises Production Areas pursuant to Section 5 of this Agreement), from and after June 1, 2009, SRT shall:

1. Pay to City monthly rent equal to \$1.00 per month consistent with the requirements of Section 6 of the Agreement; AND

2. Provide to City for use by City and City-authorized third parties the Old Premises Production Areas and New Premises Production Areas as contemplated in Section 5 hereof; AND

3. Expend, and provide documentation to the reasonable satisfaction of the Director of SRT's having made an expenditure, no later than September 1, 2010, of not less than One Million Dollars (\$1,000,000) on capital renovations and improvements to the Old Premises (which expenditure shall be in addition to SRT's expenditures from the SRT Replacement Trust Fund pursuant to Section 13 of the annexed Agreement); Provided, that all such renovations and improvements shall be subject to the requirements of Section 12 of this Agreement; Provided, that:

- a. Notwithstanding any provision in Section 12 of this Agreement to the contrary, SRT shall submit to the Director, for the Director's approval, schematic designs, design development drawings, and final working drawings and specifications for all renovations and improvements to be paid for using any portion of such required expenditure;
- b. The Director's approval with respect to any such renovation or improvement project or undertaking involving or affecting, in any manner whatsoever, the exterior of the Old Premises or the New Premises (including but not limited to the appearance of the same) or any City maintenance responsibility under Section 13 of this Agreement, may be granted, withheld, or conditioned in the exercise of the Director's discretion.

In the event that SRT fails to not only expend the amount required by this Exhibit by the deadline specified hereunder but also provide written documentation to the reasonable satisfaction of the Director that such expenditure has been made, the rent for the Old Premises Production Areas shall be renegotiated by the Director and SRT Managing Director, but in the absence of their agreement, shall be fixed at a "fair market rate" as established by a qualified commercial real estate appraiser selected by the City's Mayor.

APPENDIX 4

**RENT SCHEDULE FOR USE & OCCUPANCY OF NEW PREMISES  
OR LAND OCCUPIED BY NEW PREMISES**

1. Except as provided in Subsection 2 hereof, the annual rent for SRT's use and occupancy of the New Premises shall be the amount specified as the "Level Annual Rent" for the then-current year in the term of said Agreement that is indicated on the attached schedule.

2. In the event that SRT fails to have the New Premises construction fully completed by the date specified in Subsection 29.C of the annexed Facility Use & Occupancy Agreement, and the rent is to be adjusted as contemplated in such subsection, the annual rent specified in Subsection 6.A.(3) of such Agreement for SRT's use of the land occupied by the New Premises (or whatever portion thereof exists at the time) shall be the amount specified as the "Calculated Rent" for the then-current year in the term of said Agreement that is indicated on the attached schedule; Provided, that from and after the date that the New Premises has been completed in a manner consistent with the plans and specifications therefor as last approved by the Director (Exhibits A and D to the Construction Agreement) and all of the theatrical equipment and furnishings identified on Exhibit 3 have been installed in the New Premises (which date shall be reasonably determined by the Director after consultation with the SRT Managing Director), SRT shall pay only the rent for the New Premises specified in Section 1 of this Appendix 4.

NEW ADDITION BAGLEY WRIGHT THEATRE																
Facility:	15,754	Sq. ft.	1	2	3	4	5	6	7	8	9	10	11	12	13	14
<b>SRT Capital Contribution:</b>	7,374,338		7,853,847	8,105,170	8,364,535	8,632,201	8,908,431	9,193,501	9,487,893	9,791,289	10,104,621	10,427,968	10,761,663	11,106,037		
Terminal Depreciation																
Present Value of Reversion	844,668															
Annual Payments to Recapture	0															
<b>City Capital Contribution:</b>	0															
Terminal Depreciation																
Present Value of Reversion	0															
Annual Payments to Recapture	0															
<b>SRT CONTRIBUTION</b>	75,030	Year	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030
Recapture of Improvements																
Annual Imputed Rent																
<b>CITY CONTRIBUTION</b>	787,700	\$50 sq. ft.	838,919	865,765	893,469	922,060	951,566	982,016	1,013,441	1,045,871	1,079,339	1,113,878	1,148,522	1,186,307		
Hypothetical Land Rent:																
Land value @	63,016		63,016	63,016	63,016	63,016	63,016	63,016	63,016	63,016	63,016	63,016	63,016	63,016	63,016	63,016
increasing at CPI																
Annual return adj. every 5 years @	0															
Recapture of Improvements	4,000		4,260	4,396	4,537	4,682	4,832	4,987	5,146	5,311	5,481	5,656	5,837	6,024		
Management Costs	67,016		67,144	67,276	67,533	67,847	68,207	68,572	68,941	69,314	69,691	70,071	70,454	70,841		
Calculated Annual Rent:																
"Fair Rent" = Calculated Rent less Imp. Rent	(9,014)		(7,754)	(7,617)	(7,477)	(7,341)	(7,209)	(7,081)	(6,957)	(6,837)	(6,719)	(6,603)	(6,490)	(6,380)		
Present Value of "Fair Rent" Payments	62,091															
(assumes 8.0% discount rate)																
<b>Level Annual Rent</b>	5,515		5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515

NEW ADDITION BAGLEY WRIGHT THEATRE																														
Facility	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30														
SRT Capital Contribution:	11,461,430	11,828,196	12,206,698	12,587,312	13,000,426	13,416,440	13,845,766	14,288,830	14,746,079	15,217,947	15,704,922	16,207,479	16,726,119	17,261,354	17,813,718	18,383,757														
Terminal Depreciation																(9,884,148)														
Present Value of Reversion																														
Annual Payments to Recapitulate																8,499,609														
City Capital Contribution:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0														
Terminal Depreciation																														
Present Value of Reversion																														
Annual Payments to Recapitulate																														
SRT CONTRIBUTION	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030														
Recapture of Improvements	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030														
Annual Imputed Rent	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030	75,030														
CITY CONTRIBUTION	1,224,268	1,263,445	1,303,875	1,345,599	1,388,658	1,433,095	1,478,954	1,526,281	1,575,122	1,625,626	1,677,643	1,731,224	1,786,623	1,843,795	1,902,797	1,963,686														
Hypothetical Land Rent																														
Land value @	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347	86,347														
Annual return adj. every 5 years @	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0														
Recapture of Improvements	6,217	6,416	6,621	6,833	7,052	7,277	7,510	7,751	7,999	8,255	8,519	8,791	9,073	9,363	9,663	9,972														
Management Costs	92,564	92,763	92,968	93,180	93,399	93,624	93,857	94,098	94,346	94,602	94,866	95,138	95,420	95,710	96,010	96,319														
Calculated Annual Rent	17,534	17,733	17,939	18,150	18,369	18,595	18,828	19,068	19,316	19,572	19,836	20,109	20,390	20,680	20,980	21,289														
"Fair Rent" = Calculated Rent less Imp.																														
Present Value of "Fair Rent" Payments (assumes 8.0% discount rate)																														
Level Annual Rent	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515	5,515														

EXHIBIT 1

**LEGAL DESCRIPTION FOR OLD PREMISES**

The building and adjacent parking area located on portions of Lots 2-5 and 10-14, Block 34, D. T. Denny's Home Addition to the City of Seattle, as recorded in Volume 3 of Plats, page 115, Records of King County, Washington.

**LEGAL DESCRIPTION FOR LAND OCCUPIED BY NEW PREMISES**

Portions of Lots 5-10, Block 34, D. T. Denny's Home Addition to the City of Seattle, as recorded in Volume 3 of Plats, page 115, Records of King County, Washington.

EXHIBIT 2

**EQUIPMENT REQUIRED TO KEEP OLD PREMISES EQUIPPED AS A  
FULLY FUNCTIONING PERFORMANCE FACILITY**

**LIGHTING:**

Front End Control Console  
Submaster Console  
Dimmer Racks and Dimmers  
Printer  
System CRT Monitors  
House Light Control Stations  
Work Light Control Stations  
Raceways  
Cue Light System  
Remote Cue Light System  
40 Fresnels  
65 PARS  
100 Lekos  
2 Followspots  
40 Cyc Lights

**OTHER:**

Stage Floor  
Theatre Seats

**AUDIO:**

Mixing Console and Remote Console  
Built-in Amplifiers with Racks  
Built-in Speakers including Center Cluster, Surround and Fill  
Page/Monitor System  
Headset System  
Assistive Listening System  
Effects Processing Equipment  
2 Reel-to-Reel Tape Decks with Auto Locators  
Misc. Miscrphones, Stands, Booms  
DAT Recorder  
CD Player  
2 3-way Portable Monitor Speakers  
4 2-way Portable Monitor Speakers  
2 Mixing Console Monitor Speakers

**RIGGING/FLY SYSTEM:**

65 Counterweighted 50' Linesets  
6 Motorized Tab Winches  
2 Grid Motorized Winches  
1 Bull Winch  
80 Mule Blocks  
30 Loft Blocks  
Sand Bags, Hemp, Misc. Rigging Supplies

**SOFT GOODS:**

Fire Curtain  
Act Curtain  
Grand Teaser  
4 Traveller Panels (Used for Blackout Curtain)  
20 Legs  
6 Borders  
Cyc  
Scrim

EXHIBIT 3

**EQUIPMENT REQUIRED TO KEEP NEW PREMISES EQUIPPED AS A  
FULLY FUNCTIONING PERFORMANCE FACILITY**

**LIGHTING EQUIPMENT:**

Control Console  
2 Back-up Control Consolettes  
Dimmer Racks and Dimmers w/ Advanced Features  
Printer  
System CRT Monitors  
House Light Control Stations  
Worklight Control Stations  
Raceways and Plug-in Boxes  
Cue Light System  
5 Lighting Trusses with Chain Motors  
165 Lekos  
20 Pars  
20 Fresnels  
8 Cyc Lights

**OTHER:**

Stage Floor  
Theatre Seats

**AUDIO:**

Mixing Console  
Amplifiers and Racks  
Speakers for Effects and P.A.  
Programmable Page/Monitor System  
Headset System with Wireless Components  
Dual Channel Assistive Listening System  
Video Monitoring System with IR Lights  
Equalizers  
Effects Processor  
CD Player  
Cassette Player  
CD Recorder  
Power Conditioners  
Otari Reel to Reel Decks  
Patchbay and Cables  
Wireless Mics and Receivers  
Various Microphones  
Production Control Panel

**RIGGING/FLY SYSTEM:**

Pipes  
Rope for Linesets  
6 General Purpose Chain Motors  
Pin Rail

**SOFT GOODS:**

Grand Drape  
Grand Valence  
3 Borders  
6 Legs  
Blackout  
3 Scrims  
5 Storage Hampers

**NOTE:**

EXHIBIT 3 will be revised to reflect inventory  
upon completion of new premises.

## EXHIBIT 4

### **SRT'S MAINTENANCE & REPAIR RESPONSIBILITIES WITH RESPECT TO THE NEW PREMISES**

#### 1. DEFINITIONS

As used in this exhibit, the following definitions shall be controlling unless another meaning is clearly evident from the context:

"Routine repair" means work required when equipment or a structural or system element is partially or fully inoperable.

"Predictive maintenance" means work of a non-routine nature performed to avoid an untimely failure of equipment or a system.

"Preventive maintenance" means routine work accomplished on a regular schedule to avoid routine repair and/or to extend the useful life of equipment or a structural or system element.

"Major maintenance" means work required when an item of equipment or a structural or system element has reached the end of its useful life and must be replaced or rebuilt.

"End of useful life" means the good faith and reasonable determination by the SRT Managing Director that an item of equipment or a building element no longer functions and cannot be economically repaired or rebuilt, or, in the case of a component, replaced.

"Stage production equipment" means theatrical equipment necessary to operate a live production for the stage, and includes but is not limited to the lightboard, dimmers, lighting equipment, soft goods, the sound system, and fixed and movable rigging equipment.

#### 2. MAINTENANCE SCHEDULE

SRT shall perform or have performed all of the following maintenance work consistent with the schedule below:

##### A. Routine Repair:

Electrical system -- Repair all system components up to the service entrance including but not limited to panels, conduits, wires, fixtures, and lamps; replace exit lighting batteries.

Elevator -- After the elevator warranty expires, contract and pay for elevator maintenance servicing including all routine and emergency repair required; contract and

pay for monitoring of the elevator emergency telephone for A.D.A. compliance purposes; comply with the recommendations of City's elevator inspector(s).

Exterior Doors and Locks -- Repair as needed.

Exterior Building Lighting -- Repair controllers for the exterior lights connected to the New Premises electrical system.

Exterior Hard Surfaces -- Clean and maintain the hard surfaces of the courtyard on the West side of the New Premises.

Fixed Seats -- Repair seat anchors, pivots, upholstery, and other parts as necessary.

Interior Doors and Locks -- Repair as needed.

Interior Finishes and Accessories -- Repair walls, ceilings, floors, and all other interior finishes and accessories as needed; remove and/or paint over all graffiti and repair all other vandalism within three (3) days SRT's receipt of a report of the existence of such graffiti or vandalism, or such within shorter period as may be required by law or ordinance.

Potable Water System and Waste Water System -- Repair showers, sinks, drains, toilets, urinals, sump pump, dispensers, and drinking fountains, as needed; repair the waste water system lines out to the building cleanout closest to the exterior wall, and the potable water system out to the water meter, each as needed.

Rest room Stalls -- Repair doors, pilasters, hardware, and other parts as necessary.

Stage Production Equipment -- Repair all stage production equipment as necessary. After the warranties expire, where applicable, purchase a maintenance and emergency repair contract or contracts or otherwise provide for the necessary maintenance.

B. Preventive & Predictive Maintenance: (Task items and frequency are as specified below, or consistent with the manufacturer's recommendations, warranty requirements, or code or regulatory requirements, whichever is the most stringent.)

Electrical System -- Annually check, tighten and clean all panels, switch gears and connectors; check motor operation; read amperage; replace bad bearings; tighten connections on control and contactors; as necessary, rewind motor, replace bearings, controls, heaters, fuses, breakers, and occupancy sensors; every five years, replace emergency battery packs.

HVAC -- The following tasks shall be completed quarterly and repairs made as necessary:

Supply Fans -- Inspect fan bearings, scroll and blades, clean as required; inspect for leakage and clean coil face as required; inspect belt alignment and sheave wear. Inspect filters for condition and pressure drop; change and clean filter rack; inspect damper and valve controls; inspect motor bearings, record operating amps and check mountings and bolts.

Exhaust Fans -- Inspect fan bearings, scroll and blades; clean and grease as required; inspect belt alignment and sheave wear; inspect motor bearings; record operating amps and check mountings and bolts.

Pumps -- Inspect motor and bearings, check amperage and mounts, oil or grease as necessary; check pump for noise and vibration, and oil or grease as necessary; check packing for leakage and coupling for alignment and wear, adjust or replace as necessary; inspect pump mounts.

Elevator -- After the elevator warranty expires, contract and pay for elevator maintenance servicing providing for all necessary preventive and predictive maintenance.

Exterior Doors and Locks -- Annually inspect, adjust and tighten hinges, pivots and closure hardware; conduct three-cycle performance tests on doors.

Fixed Seats -- Annually inspect for motion and function of backs, seats, and standards; tighten as needed.

Interior Finishes and Accessories -- Annually inspect and repair walls, ceilings, floors and all other interiors finishes; biennially reseal all ceramic tile grout.

Potable Water System and Waste Water System -- Complete the following tasks quarterly and make appropriate repairs or replacements as necessary:

Drinking Fountain -- Check function, drain, cartridges and mounting.

Toilets and urinals -- Check flushometer, seat, base, drain and flow mountings.

Sink/valve and wash up sink -- Check operation flow, temperature mounting, drain, and back flow preventer; have operation of back flow preventer annually certified by properly licensed personnel.

Dispensers -- Check mounting and function.

Drains -- Check function.

Showers -- Check valve and drain.

Sump -- Check function, fittings and mounting.

Plumbing system, generally -- Treat plumbing system annually with bacterial viable enzymes.

Rest room Stalls -- Annually inspect for tightness and alignment of doors, pilasters, and hardware; tighten and adjust as needed.

Stage Production Equipment -- Where applicable, after the warranties expire, purchase a preventive maintenance contract or contracts or otherwise provide for the necessary maintenance; as necessary, repack bearings, change hemp, and lubricate the rigging equipment.

Other Elements -- Make repairs as necessary.

C. Major Maintenance:

Building Systems -- Replace or rebuild all interior building systems and individual components thereof when each reaches the end of its useful life.

HVAC -- Replace or rebuild supply and exhaust fans, pumps, belts, controls and other components when each reaches the end of its useful life.

Elevator -- Replace or rebuild the elevator when it reaches the end of its useful life.

Exterior Doors and Locks -- Replace or rebuild each when it reaches the end of its useful life.

Fixed Seats -- Reupholster or replace when each reaches the end of its useful life.

Interior Doors and Locks -- Replace or rebuild when each reaches the end of its useful life.

Stage Production Equipment -- Replace when each item thereof reaches the end of its useful life.

D. Record Keeping: SRT shall maintain complete and accurate records of all routine repairs, preventive and predictive maintenance, and major maintenance undertaken in and with respect to the New Premises. A written report documenting all of the routine maintenance, preventive and predictive maintenance, and major maintenance work performed in, on, and with respect to the New Premises during the twelve (12) months immediately preceding each July 1st during the term hereof shall be delivered annually by SRT to the Director on or before September 1st, beginning September 1, 1997, and continuing through September 1, 2009.

E. Permits & Certificates: Any permit or certificate, as required by law or ordinance, for operation of any elevator, hot water tank assembly or boiler, or air compressor on or in the

portion of the Premises to be maintained under this Exhibit, and any permit required by any hazardous substance or hazardous waste enactment affecting activity in the portion of the Premises to be maintained under this Exhibit shall be secured and maintained in full force and effect.

## EXHIBIT 5

### **CITY'S MAINTENANCE & REPAIR RESPONSIBILITIES WITH RESPECT TO OLD PREMISES THROUGH MAY 31, 2009**

#### 1. DEFINITIONS

As used in this exhibit, the following definitions shall be controlling unless another meaning is clearly evident from the context:

"Routine repair" means work required when equipment or a structural or system element is partially or fully inoperable.

"Predictive maintenance" means work of a non-routine nature performed to avoid an untimely failure of equipment or a system.

"Preventive maintenance" means routine work accomplished on a regular schedule to avoid routine repair and/or to extend the useful life of equipment or a structural or system element.

"Major maintenance" means work required when an item of equipment or a structural or system element has reached the end of its useful life and must be replaced or rebuilt.

"End of useful life" means the good faith and reasonable determination by the Director that an item of equipment or a building element no longer functions and cannot be economically repaired or rebuilt, or, in the case of a component, replaced.

"Stage production equipment" means theatrical equipment necessary to operate a live production for the stage, and includes but is not limited to the lightboard, dimmers, lighting equipment, soft goods, the sound system, and fixed and movable rigging equipment.

#### 2. MAINTENANCE SCHEDULE

Seattle Center shall perform the following maintenance work with respect to the Old Premises through May 31, 2009, according to the schedule below:

##### A. Routine Repair:

Electrical system -- Repair all system components up to the service entrance including but not limited to panels, conduits, wires, fixtures, and lamps; replace exit lighting batteries.

Elevator -- Contract and pay for elevator maintenance servicing including all routine and emergency repair required; contract and pay for monitoring of the elevator emergency

telephone for A.D.A. compliance purposes; comply with the recommendations of City's elevator inspector(s).

Exterior Doors and Locks -- Repair as needed.

Exterior Shell -- Repair foundation, walls and all other exterior finishes other than exterior windows, doors and the roof, as needed; remove and/or paint over all graffiti and repair all vandalism within three (3) days after the receipt by Seattle Center's Technical Facilities Manager, or such official's functional successor, of a report of the existence of such graffiti or vandalism.

Exterior Windows -- Clean exterior side of windows one (1) time per year and repair damaged or broken windows as needed.

Exterior Building Lighting -- Repair controllers for the exterior lights connected to the Old Premises electrical system.

Roof -- Patch as needed; Provided, that if roof patching is necessary due to unauthorized access to the roof by SRT or any of its employees, agents or contractors, SRT shall reimburse City for the labor and materials required to repair the roof.

HVAC -- Repair supply and exhaust fans, pumps, belts, controls and other components as needed.

Fixed Seats -- Repair seat anchors, pivots, upholstery, and other parts as necessary.

Potable Water System and Waste Water System -- Repair showers, sinks, drains, toilets, urinals, sump pump, dispensers, and drinking fountains, as needed; repair the waste water system lines out to the building cleanout closest to the exterior wall, and the potable water system out to the water meter, each as needed; as needed, repair system lines from the building cleanout closest to the exterior wall to the main water line for the waste water system.

Rest room Stalls -- Repair doors, pilasters, hardware, and other parts as necessary.

Interior Doors and Locks -- Repair as needed.

Interior Finishes and Accessories -- Repair walls, ceilings, floors, and all other interior finishes and accessories as needed; remove and/or paint over all graffiti and repair all vandalism within three (3) days after the receipt by Seattle Center's Technical Facilities Manager, or such official's functional successor, of a report of the existence of such graffiti or vandalism.

B. Preventive & Predictive Maintenance: (Task items and frequency are minimum standard)

Exterior walls -- Inspect annually and repair as needed; seal every ten (10) years.

Exterior windows - Inspect annually and repair as needed.

Roof -- Biannually clean gutters and drains and inspect; floodcoat once every five (5) years.

Waste water system -- Inspect annually; clean from the building cleanout closest to the exterior walls to the main water line as needed.

Electrical System -- Annually check, tighten and clean all panels, switch gears and connectors; check motor operation; read amperage; replace bad bearings; tighten connections on control and contactors; as necessary, rewind motor, replace bearings, controls, heaters, fuses, breakers, and occupancy sensors; every five years, replace emergency battery packs.

HVAC -- The following tasks shall be completed quarterly and repairs made as necessary:

Supply Fans -- Inspect fan bearings, scroll and blades, clean as required; inspect for leakage and clean coil face as required; inspect belt alignment and sheave wear. Inspect filters for condition and pressure drop; change and clean filter rack; inspect damper and valve controls; inspect motor bearings, record operating amps and check mountings and bolts.

Exhaust Fans -- Inspect fan bearings, scroll and blades; clean and grease as required; inspect belt alignment and sheave wear; inspect motor bearings; record operating amps and check mountings and bolts.

Pumps -- Inspect motor and pump bearings, check amperage and mounts, oil or grease as necessary; check pump for noise and vibration, and oil or grease as necessary; check seals for leakage and coupling for alignment and wear, adjust or replace as necessary; inspect pump mounts.

Elevator -- Contract and pay for elevator maintenance servicing providing for all necessary preventive and predictive maintenance by an elevator mechanic.

Exterior Doors and Locks -- Annually inspect, adjust and tighten hinges, pivots and closure hardware; conduct three-cycle performance tests on doors.

Fixed Seats -- Annually inspect for motion and function of backs, seats, and standards; tighten and repair as needed.

Interior Finishes and Accessories -- Annually inspect and repair walls, ceilings, floors and all other interiors finishes; biennially reseal all ceramic tile grout.

Potable Water System and Waste Water System -- Complete the following tasks quarterly and make appropriate repairs or replacements as necessary:

Drinking Fountain -- Check function, drain, cartridges and mounting.

Toilets and urinals -- Check flushometer, seat, base, drain and flow mountings.

Sink/valve and wash up sink -- Check operation flow, temperature mounting, drain, and back flow preventer; have operation of back flow preventer annually certified by properly licensed personnel.

Dispensers -- Check mounting and function.

Drains -- Check function.

Showers -- Check valves and drains.

Sump -- Check function, fittings and mounting.

Plumbing system, generally -- Treat plumbing system annually with bacterial viable enzymes.

Rest room Stalls -- Annually inspect for tightness and alignment of doors, pilasters, and hardware; tighten and adjust as needed.

Other Elements -- Make repairs as necessary.

C. Major Maintenance:

Exterior walls -- Repair any damage to or replace exterior wall surface when it reaches the end of its useful life; paint as needed.

Exterior windows -- Replace caulking when it reaches the end of its useful life.

Roof -- Replace when existing roof reaches the end of its useful life.

Waste water system -- Replace supply and waste lines from the building cleanout closest to the exterior wall to the main line, as needed.

HVAC -- Replace or rebuild supply and exhaust fans, pumps, belts and controls and other elements when each has reached the end of its useful life.

Other Building Systems -- Replace or rebuild all interior building systems and individual components thereof when each reaches the end of its useful life.

Elevator -- Replace or rebuild the elevator when it reaches the end of its useful life.

Exterior Doors and Locks -- Replace or rebuild each when it reaches the end of its useful life.

Interior Doors and Locks -- Replace or rebuild when each reaches the end of its useful life.

Fixed Seats -- Reupholster or replace when each reaches the end of its useful life.

D. Permits & Certificates: Any permit or certificate, as required by law or ordinance, for operation of any elevator, hot water tank assembly or boiler, or air compressor on or in the portion of the Premises to be maintained under this Exhibit, and any permit required by any hazardous substance or hazardous waste enactment affecting activity in the portion of the Premises to be maintained under this Exhibit shall be secured and maintained in full force and effect.

## EXHIBIT 6

### **CITY'S MAINTENANCE & REPAIR RESPONSIBILITIES WITH RESPECT TO NEW PREMISES**

#### 1. DEFINITIONS

As used in this exhibit, the following definitions shall be controlling unless another meaning is clearly evident from the context:

"Routine repair" means work required when equipment or a structural or system element is partially or fully inoperable.

"Predictive maintenance" means work of a non-routine nature performed to avoid an untimely failure of equipment or a system.

"Preventive maintenance" means routine work accomplished on a regular schedule to avoid routine repair and/or to extend the useful life of equipment or a structural or system element.

"Major maintenance" means work required when an item of equipment or a structural or system element has reached the end of its useful life and must be replaced or rebuilt.

"End of useful life" means the good faith and reasonable determination by the Director that an item of equipment or a building element no longer functions and cannot be economically repaired or rebuilt, or, in the case of a component, replaced.

#### 2. MAINTENANCE SCHEDULE

Seattle Center shall perform the following maintenance according to the schedule below:

##### A. Routine Repair:

Exterior Shell -- Repair foundation, walls and all other exterior finishes other than exterior windows, doors and the roof, as needed; remove and/or paint over all graffiti and repair all vandalism within three (3) days after the receipt by Seattle Center's Technical Facilities Manager, or such official's functional successor, of a report of the existence of such graffiti or vandalism.

Exterior Windows -- Clean exterior side of windows one (1) time per year and repair damaged or broken windows as needed.

Roof -- Patch as needed; Provided, that if roof patching is necessary due to unauthorized access to the roof by SRT or any of its employees, agents or contractors, SRT shall reimburse City for the labor and materials required to repair the roof.

B. Preventive & Predictive Maintenance: (Task items and frequency are minimum standard)

Exterior walls -- Inspect annually and repair as needed; seal every ten (10) years.

Exterior windows - Inspect annually and repair as needed.

Roof -- Biannually clean gutters and drains and inspect; floodcoat once every five (5) years.

C. Major Maintenance:

Exterior walls -- Repair any damage to or replace exterior wall surface when it reaches the end of its useful life; paint as needed.

Exterior windows -- Replace caulking when it reaches the end of its useful life.

Roof -- Replace when existing roof reaches the end of its useful life.

D. Permits & Certificates: Any permit or certificate, as required by law or ordinance, for operation of any elevator, hot water tank assembly or boiler, or air compressor on or in the portion of the Premises to be maintained under this Exhibit, and any permit required by any hazardous substance or hazardous waste enactment affecting activity in the portion of the Premises to be maintained under this Exhibit shall be secured and maintained in full force and effect.

EXHIBIT 7

**CITY'S & SRT'S MAINTENANCE & REPAIR RESPONSIBILITIES WITH RESPECT TO  
OLD PREMISES & NEW PREMISES ON & AFTER JUNE 1, 2009**

A. City Maintenance Responsibilities: On and after June 1, 2009, City shall continue to perform or have performed all of the exterior shell, exterior walls, exterior windows, exterior doors and locks, and roof maintenance work specified in Exhibits 5 and 6 according to the schedule set forth therein.

B. SRT Maintenance Responsibilities: On and after June 1, 2009, SRT shall perform or have performed all of the maintenance work described in Exhibits 4, 5 and 6 according to the schedule set forth therein, other than the maintenance of the roof and the exterior shell (including exterior doors and locks, exterior windows, and exterior walls) of the New Premises and Old Premises (which maintenance shall remain a City responsibility). SRT shall maintain complete and accurate records, in writing, of all routine repairs, preventive and predictive maintenance, and major maintenance undertaken in, on, and with respect to the Premises. Commencing on September 1, 2010, and on each September 1st thereafter during the term hereof, SRT shall deliver to the Director a written report documenting all of the routine maintenance, preventive and predictive maintenance, and major maintenance work performed in, on, and with respect to the Premises during the twelve (12) months that immediately precede the July 1st that is immediately prior to such report deadline.

EXHIBIT 8

**BWTMRR FUND & SRT REPLACEMENT TRUST FUND:  
MINIMUM ANNUAL DEPOSITS & EXPENDITURE SCHEDULE**

**AMENDMENT NO. 1  
TO FACILITY USE AND OCCUPANCY AGREEMENT  
BETWEEN  
SEATTLE REPERTORY THEATRE  
&  
THE CITY OF SEATTLE**

THIS FIRST AMENDATORY AGREEMENT is entered into by and between the **Seattle Repertory Theatre** (hereinafter referred to as "SRT"), a not-for-profit corporation organized under the laws of, and authorized to do business in the State of Washington, and **The City of Seattle** (hereinafter referred to as "the City"), a municipal corporation of the State of Washington.

WHEREAS, on or about May 9, 1996, the parties hereto entered into a Facility Use and Occupancy Agreement, (hereinafter referred to as the "Agreement"), pursuant to which SRT was authorized to use and occupy certain premises located at 155 Mercer Street at Seattle Center in Seattle, King County, Washington; and

WHEREAS, the Agreement provided for SRT to commence paying the City directly for the cost of heating and cooling services rather than having those costs included in the rent, and the rent was accordingly reduced by an amount intended to be equal to the average cost of heating the Old Premises, all of which was designed to be cost neutral for SRT and revenue neutral for the City, yet provide an incentive for SRT to conserve energy; and

WHEREAS, the formula used in calculating the average cost of heating the Old Premises, "Fuel Cost per Therm  $\times$  Boiler Efficiency  $\times$  (1 - Line Loss %)  $\times$  Pounds of Water per Gallon (pressure)  $\times$  Gallons of Condensate (units used) /100", was incorrect and should have been "(Fuel Cost per Therm / Boiler Efficiency / (1 - Line Loss %))  $\times$  Pounds of Water per Gallon (pressure)  $\times$  Gallons of Condensate (units used) /100", thereby understating the average cost of heating; and

WHEREAS, the agreement included a rate and allocation percentage for the cost of cooling which was incorrect; and

WHEREAS, the Consumer Price Index for All Urban Consumer Items, All City Average included in the lease as the index for annual rent increases is inconsistent with the Seattle Center Department's practice of using the Consumer Price Index for All Urban Consumer Items, Seattle, Tacoma, Bremerton Area; and

WHEREAS, the Parties have agreed to delay the due date for notification of the Old Premises cooling cost credit; and

WHEREAS, the parties hereto desire to modify their agreement to make these corrections; and

WHEREAS, the changes contemplated above are not inconsistent with current City policies and procedures; NOW, THEREFORE,

IN CONSIDERATION of the mutual promises, covenants and conditions set forth in this Amendment, the parties agree as follows:

1. Appendix 2 is amended to read as follows, thereby replacing the original Appendix 2:

As consideration for any use of the Old Premises by SRT and all other persons and entities (other than City and third parties authorized by City to use the Old Premises Production Areas pursuant to Section 5 of this Agreement), from and after the Commencement Date of this Agreement through May 31, 2009, SRT shall pay to City the following rent:

In 1996:           \$ 6,835.29 per month.

Effective January 1, 1997, and each January 1st thereafter during the term hereof, the monthly rent shall be increased by the percentage increase (if any) in the Consumer Price Index ("CPI") for All Urban Consumer Items, Seattle, Tacoma, Bremerton Area (using the base 1982-84 = 100) as published by the US Department of Labor, Bureau of Labor Statistics, or its successor, that occurred during the immediately preceding calendar year; Provided, that in the event of any change in the index base (1982-84 = 100) or other modification of such index, the parties hereto shall apply whatever conversion factor(s) are necessary to establish the true percentage change in the CPI for any year(s) in which such modification(s) occur, and in the event such index is discontinued, the parties hereto shall select and use for such rent adjustment purpose, another, similar index that reflects consumer price changes.

(To illustrate the parties' intentions under this Agreement, if the CPI index for January 1996 = 156.79, and the CPI index for January 1997 = 162.59, the percentage increase in the CPI occurring during 1996 = +3.7%. That percentage, when applied to the 1996 monthly rent of \$6,835.29, would result in an increase of \$252.91, and thus make the revised monthly rent payable for 1997 = \$7,088.20.)

Effective on January 1, 2005, the 2005 revised monthly rent of \$8,617.48 shall be reduced by \$1,729.12, which is an amount equal to the average monthly cost incurred by the Seattle Center Department during 2002, 2003 and 2004 in providing cooling service to the Old Premises pursuant to Subsection 14.A of the Agreement. Until the SRT Managing Director's receipt of notice of the revised reduced monthly rent, SRT shall continue to pay in a timely manner the revised monthly rent last specified by the Director as provided herein.

2. Section 6.A.(4)(c) is amended to read as follows, thereby replacing the original Section 6.A (4)(c):

The cost of cooling services provided by the Seattle Center to the New Premises from and after the date of issuance by City of a Certificate of Occupancy for the New Premises, and to the Old Premises, all at the rate of \$.21 per ton hour increased by the ratio of the current cost of a kilowatt-hour divided by the 1986 cost of a kilowatt-hour: \$.0265;

3. The last sentence of Section 14. A. is amended to read as follows, thereby replacing the last sentence of Section 14. A.:

The total cost of cooling services provided to the Premises shall be divided in the following manner: Sixty-five percent (65%) shall be attributed to the Old Premises, and the remainder shall be attributed to the New Premises.

4. Section D.2 of Exhibit 9 is amended to read as follows, thereby replacing the original Section D.2 of Exhibit 9:

The evidence specified in Subsection D.1 hereof shall be delivered as follows:

Director  
Seattle Center Department  
The City of Seattle  
305 Harrison Street  
Seattle, WA 98109

Risk Manager  
Finance Department  
The City of Seattle  
600 Fourth Avenue  
Seattle, WA 98104

or to such other official(s) and address(es) as City may hereafter specify.

5. All of the terms and conditions of the Facility Use and Occupancy Agreement shall remain in full force and effect except as provided in or as modified by this Amendment. The additions, deletions, and modifications made herein shall be effective as of the date this Agreement is fully executed.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by having an authorized representative of each such party affix his/her signature in the space below:

THE CITY OF SEATTLE

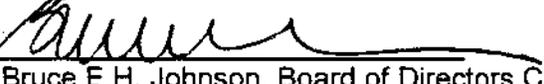
By:   
Virginia Anderson, Director

Date: 7/7/05

SEATTLE REPERTORY THEATRE

By:   
Benjamin Moore, Managing Director

Date: 7-15-05

By:   
Bruce E.H. Johnson, Board of Directors Chair

Date: 8-8-05

**SECOND AMENDMENT  
TO FACILITY USE AND OCCUPANCY AGREEMENT  
BETWEEN  
SEATTLE REPERTORY THEATRE  
AND  
THE CITY OF SEATTLE**

This SECOND AMENDMENT AGREEMENT is entered into by the CITY OF SEATTLE (hereinafter referred to as "City"), acting by and through its Seattle Center Department, and the SEATTLE REPERTORY THEATRE (hereinafter referred to as "SRT"), a not-for-profit corporation organized under the laws of the State of Washington.

WHEREAS, the Seattle Repertory Theatre was founded in 1963 and began operations in the Seattle Center Playhouse, making it one of the longest standing resident organizations at Seattle Center; and

WHEREAS, Ordinance 109853 passed by the City Council in 1981, authorized an agreement between the City and SRT regarding the design and construction of a theatre on the Seattle Center campus to be the new home for the Seattle Repertory Theatre and authorized a licensing agreement for use of the new theatre by SRT from the inaugural season of 1983-4 through the 2008-9 season, with the agreement expiring May 31, 2009; and

WHEREAS, the new theatre at Seattle Center was completed in 1983 at a cost of \$10 million, \$5.6 million in 1977 bond funds from the City, and \$4.4 million from SRT, with the new theatre being named the Bagley Wright Theatre (BWT) in recognition of substantial donations to the project by anonymous private donors in honor of Bagley Wright; and

WHEREAS, in May 1996, authorized by Ordinance 118109, the City and SRT executed a 30-year Facility Use and Occupancy Agreement ("1996 Agreement") which incorporated the new, second stage addition to the BWT now known as the Leo Kreielsheimer Theatre and extended the term for use of the BWT by 17 years, from 2009 to 2026; and

WHEREAS, one of the goals of the 1996 Agreement, as stated in Ordinance 118109, was for SRT to assume greater financial responsibility for costs of its operations; and

WHEREAS, under the 1996 Agreement, by June 1, 2009, SRT would assume full responsibility for operating and maintenance costs and building systems of the BWT, except for the roof and exterior shell, consistent with the structure of more recent agreements between Seattle Center and resident arts organizations; and

WHEREAS, the severe economic downturn which began in 2008 had a dramatic impact on SRT, reducing the value of its endowment and ultimately resulting in a one-third reduction in SRT's operating budget, including layoffs, furloughs and a four-day work week for full-time staff; and

WHEREAS, due to the impact of the economic downturn, SRT was not able to assume the financial obligations of the 1996 Agreement by June 1, 2009 and initiated discussions with the City on revisions to and/or postponement of terms of the 1996 Agreement; and

WHEREAS, the City and SRT have negotiated a five-year interim agreement which recognizes the ongoing economic challenges while still making progress towards the goals of the 1996 Agreement; and

WHEREAS, SRT remains committed to assuming financial responsibility for the operating and maintenance expenses of the BWT per the 1996 Agreement, and at the end of this five-year interim agreement, the terms of the 1996 Agreement shall be in effect; NOW THEREFORE,

The parties agree as follows:

The ending date of the 1996 Agreement is changed from May 31, 2026 to June 30, 2026 in order to be in alignment with SRT's fiscal year, which runs from July 1 to June 30. The term of the 5-year interim agreement begins June 1, 2009 and ends June 30, 2014.

Year 1 of the interim agreement begins June 1, 2009 and ends June 30, 2010. Years 2 through 5 begin July 1 and end the following June 30.

During the term of this 5-year interim agreement, provisions of the 1996 Agreement are amended as follows:

- SRT foregoes its 2009 and 2010 contributions to SRT's Replacement Trust Fund.
- SRT makes annual contributions to the SRT Replacement Trust Fund after 2010 as follows:
  - 2011 – 1/3 of the 2011 amount in Exhibit 8 of the 1996 Agreement
  - 2012 – 2/3 of the 2012 amount in Exhibit 8 of the 1996 Agreement
  - 2013 and beyond – 100% of the amount in Exhibit 8 of the 1996 Agreement
- SRT rent continues under the pre-June 1, 2009 terms of the 1996 Agreement and first amendment.
- Seattle Center continues to provide janitorial services at the BWT at no additional cost to SRT.
- Seattle Center maintenance staff (trades and laborers) continues to provide routine maintenance and repair (O&M) services and supplies at the BWT. These routine and repair services are paid for as follows:
  - Year 1 – City pays 100% of routine O&M expenses at the BWT, same as under the pre-June 1, 2009 arrangement in the 1996 Agreement, with funding from the Seattle Center Operating Budget.
  - Year 2 – City pays 1/2 from the Seattle Center Operating Budget and 1/2 from the City's Bagley Wright Theatre Maintenance, Repair and Replacement Fund.
  - Year 3 – SRT pays 2/3 from the SRT Replacement Trust Fund; City pays 1/3 from the City's Bagley Wright Theatre Maintenance, Repair and Replacement Fund.

- Years 4 and 5 – SRT pays 100% from the SRT Replacement Trust Fund and/or the SRT Operating Budget.
- SRT and City shall work together to commission an assessment of building and theatrical systems in the BWT and the projected costs for maintaining and/or replacing such systems, with the cost of such assessment to be paid from the City's Bagley Wright Theatre Maintenance, Repair and Replacement Fund.
- There will be a moratorium on spending from the City's Bagley Wright Theatre Maintenance, Repair and Replacement Fund and SRT's Replacement Trust Fund, except as agreed upon between the parties in writing, until the building and theatrical systems assessment is completed.
- If a major capital expense need arises that is beyond the resources of the City's Bagley Wright Theatre Maintenance, Repair and Replacement Fund and SRT's Replacement Trust Fund, taking into consideration other obligations of these two Funds, SRT will take the lead in addressing how to fund this need.
- The \$1 million SRT capital contribution required under the 1996 Agreement by September 1, 2010, in connection with SRT rent for the BWT being reduced to \$1, is delayed by five years to September 1, 2015. In order to preserve the value of this capital contribution, the \$1 million capital contribution amount will have annual CPI adjustments from 2010 to 2015. For example, if the CPI adjustment were 3% per year, the required capital contribution by September 1, 2015 would be approximately \$1,160,000. Actual CPI adjustments will be calculated in the same manner as for CPI adjustments to SRT rent for the BWT.
- Seattle Center and SRT will review the current mutual reporting requirements of the 1996 Agreement and agree on revisions for this interim period that can reasonably be met by both parties.

Except to the extent otherwise modified herein, the 1996 Agreement remains in full force and effect. The amendments and modifications to the 1996 Agreement shall terminate as of July 1, 2014 and the Parties will be thereafter bound by the full Agreement unless otherwise agreed, provided that the parties agree that the ending date of the 1996 Agreement is changed from May 31, 2026 to June 30, 2026 to align with the end of SRT's fiscal year.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by having their authorized representative(s) affix their signatures in the spaces below:

SEATTLE REPERTORY THEATRE

By  \_\_\_\_\_

Benjamin Moore  
Managing Director

Date: 02.29.2012

THE CITY OF SEATTLE

By  \_\_\_\_\_

Robert Nellams, Director  
Seattle Center Department

Date: 2/22/12

**THIRD AMENDMENT  
TO  
FACILITY USE AND OCCUPANCY AGREEMENT  
BETWEEN  
SEATTLE REPERTORY THEATER  
AND  
THE CITY OF SEATTLE**

This THIRD AMENDMENT TO FACILITY USE AND OCCUPANCY AGREEMENT (this "Amendment") is effective as of the date of the last signature below (the "Effective Date") and is entered into by the CITY OF SEATTLE (hereinafter referred to as "City"), a Washington municipal corporation, acting by and through its Seattle Center Department, and the SEATTLE REPERTORY THEATER (hereinafter referred to as "SRT"), a not-for-profit corporation organized under the laws of the State of Washington.

**RECITALS**

WHEREAS, SRT was founded in 1963 and began operations in the Seattle Center Playhouse before moving to the Bagley Wright Theatre, making it one of the longest standing resident organizations at Seattle Center; and

WHEREAS, the City and SRT are parties to that certain Facility Use and Occupancy Agreement (the "1996 Agreement"), authorized by Ordinance 118109, which governs SRT's use, occupancy and financial obligations with respect to the Bagley Wright Theatre; and

WHEREAS, the 1996 Agreement requires SRT to establish and maintain the SRT Replacement Trust Fund (the "Fund"), to be used exclusively for the replacement, maintenance and repair of the Bagley Wright Theatre; and

WHEREAS, the 1996 Agreement requires SRT to make annual contributions to the Fund each year during the term in the amounts set forth in Exhibit 8 to the 1996 Agreement, including contributions of \$170,571 for the 2019 SRT fiscal year and \$174,836 for the 2020 SRT fiscal year; and

WHEREAS, the COVID-19 pandemic has had a dramatic impact on SRT's financial situation, resulting in a reduction to SRT's operating budget by two-thirds as of Q3 2020 as well as layoffs, furloughs, and reliance on a federal Paycheck Protection Program (PPP) loan, and has caused uncertainty as to SRT's ability to bring patrons to the theater before a vaccine becomes available; and

WHEREAS, in light of the COVID-19 pandemic, SRT initiated discussions with Seattle Center in March 2020 seeking temporary relief from certain financial obligations under the 1996 Agreement; and

WHEREAS, Seattle Center and SRT have reached a nonbinding agreement to amend certain terms of the 1996 Agreement and now wish to formalize the terms of that agreement in this Amendment;

NOW, THEREFORE, the parties agree to amend the 1996 Agreement as follows:

## AGREEMENT

Notwithstanding Subsection 13.F of the 1996 Agreement, the City and SRT agree to the following exceptions concerning the Fund to allow SRT to respond to the financial stress created by the COVID-19 pandemic:

1. SRT shall not be required to make the following minimum annual deposits to the Fund:
  - A. The contribution for the 2019 SRT fiscal year in the amount of \$170,571; and
  - B. The contribution for the 2020 SRT fiscal year in the amount of \$174,836.
2. In the event SRT requires additional financial relief beyond forbearing from making the above contributions, then from the Effective Date of this Amendment through June 30, 2022, or such later date as may be necessary to provide SRT with financial relief due to the economic impact of COVID-19, which date shall be mutually agreed upon in writing (such period, the "Interim Period"), SRT shall be allowed to draw on funds currently deposited in the Fund in order to finance SRT's Operating Expenses (the "Permitted Withdrawals"); provided, however, that SRT shall at all times maintain a minimum balance of \$160,000 in the Fund.

"Operating Expenses", for purposes of this Amendment only, shall be defined as all necessary costs and expenses incurred by SRT in the course of operating and maintaining the Premises for its authorized use as set forth in Section 4 of the 1996 Agreement. Operating Expenses include, but are not limited to, the following:

- A. Costs of producing and presenting live theater, music, and dance rehearsals, productions and performances, film screenings, meetings, classes and other educational programs;
  - B. All regular wages, salaries and other labor costs, including taxes and insurance, and retirement, medical and other employee benefits;
  - C. Training costs, consulting fees, legal fees (other than fees arising from a dispute between the City and SRT), accounting fees, and fees of all other independent contractors engaged by SRT in connection with the ordinary course of business;
  - D. All local and state taxes;
  - E. Costs of maintaining the minimum insurance required under Section 18.A of the 1996 Agreement and any other insurance policy SRT deems advisable or necessary; and
  - F. All expenses reasonably and necessarily incurred in connection with providing ordinary maintenance of the Premises.
3. SRT and the City agree to work toward a collaborative review and re-assessment of the schedule described in Exhibit 8 of the 1996 Agreement, and within twelve (12) months following the end of the Interim Period, to produce a final approved copy of the updated plan for the remainder of the term of the 1996 Agreement.
  4. On or prior to the expiration of the 1996 Agreement, and insofar as the money is

- needed for maintenance and repair, SRT shall reimburse the Fund for its Permitted Withdrawals by depositing into the Fund an amount equal to the sum of all Permitted Withdrawals, if any, made by SRT pursuant to this Amendment. If, upon expiration of the 1996 Agreement, SRT is unable to fully reimburse the Fund for its Permitted Withdrawals due to SRT's then-existing financial condition, then SRT shall reimburse the Fund in such lower amount as its financial condition permits, which amount shall be determined in consultation with the Seattle Center Director and mutually agreed upon by the parties. The parties acknowledge and agree that such lower amount may be zero. In the event the parties elect to enter into a new occupancy agreement or other replacement agreement upon expiration of the 1996 Agreement, the parties agree to work in good faith to negotiate an equitable schedule of maintenance contributions to be made by SRT under such agreement, taking into account the then-existing maintenance and repair needs of the Premises, and the total amount, if any, of the Permitted Withdrawals for which SRT was unable to reimburse the Fund.
5. Except to the extent modified by this Amendment, all terms of the 1996 Agreement shall remain in full force and effect.
  6. Capitalized terms used but not defined in this Amendment shall have the meanings given to such terms in the 1996 Agreement.
  7. While preparing this Amendment, it was discovered that SRT's name was incorrectly stated in the 1996 Agreement as "Seattle Repertory Theatre"; however, pursuant to SRT's Articles of Incorporation which were filed with the Washington Secretary of State on June 14, 1963, the legal name of SRT is "Seattle Repertory Theater". Additionally, SRT has undergone a rebranding effort and is now primarily known by the name "Seattle Rep" or "The Rep". Accordingly, all references to "Seattle Repertory Theatre", "Seattle Repertory Theater", "Seattle Rep" and "The Rep" in the 1996 Agreement and in all amendments to the 1996 Agreement are references to SRT.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by having their authorized representatives affix their signatures in the spaces below.

SEATTLE REPERTORY THEATER

By  \_\_\_\_\_

Jeffrey Herrmann  
Managing Director

Date 1-14-21

THE CITY OF SEATTLE

By  \_\_\_\_\_

Robert Nellams, Director  
Seattle Center Department

Date 1-11-2021

**FOURTH AMENDMENT  
TO  
FACILITY USE AND OCCUPANCY AGREEMENT  
BETWEEN  
SEATTLE REPERTORY THEATER  
AND  
THE CITY OF SEATTLE**

This FOURTH AMENDMENT TO FACILITY USE AND OCCUPANCY AGREEMENT (this “Amendment”) is effective as of the date of the last signature below (the “Effective Date”) and is entered into by the CITY OF SEATTLE (hereinafter referred to as “City”), a Washington municipal corporation, acting by and through its Seattle Center Department, and the SEATTLE REPERTORY THEATER (hereinafter referred to as “SRT” or “Seattle Rep”), a not-for-profit corporation organized under the laws of the State of Washington.

**RECITALS**

WHEREAS, SRT was founded in 1963 and began operations in the Seattle Center Playhouse before moving to the Bagley Wright Theatre, making it one of the longest standing resident organizations at Seattle Center; and

WHEREAS, the City and SRT are parties to that certain Facility Use and Occupancy Agreement, authorized by Ordinance 118109 and amended by First Amendment, Second Amendment, and Third Amendment (the “1996 Agreement”), which governs SRT’s use, occupancy and financial obligations with respect to the Bagley Wright Theatre; and

WHEREAS, the 1996 Agreement requires SRT to establish and maintain the SRT Replacement Trust Fund (the “SRT Fund”), to be used exclusively for the replacement, maintenance and repair of the Bagley Wright Theatre and required the City to establish and maintain the Bagley Wright Theatre Maintenance, Repair & Replacement Fund (the “BWTMRR Fund”) to be used exclusively for replacement and repair of the Bagley Wright Theatre; and

WHEREAS, the 1996 Agreement requires SRT to make annual contributions to the SRT Fund each year during the term in the amounts set forth in Exhibit 8 to the 1996 Agreement, including contributions of \$174,836 for the 2021 SRT fiscal year and \$179,206 for the 2022 SRT fiscal year; and

WHEREAS, the 1996 Agreement required the City to make annual contributions to the BWTMRR Fund until 2009 and the City made each required annual payment into the BWTMRR Fund; and

WHEREAS, the Third Amendment to the 1996 Agreement made, among other things, an allowance for SRT to temporarily draw upon funds existing in the SRT Fund for operating expenses if necessary to provide SRT with financial relief during the Covid-19 pandemic emergency and provided that SRT was not required to make the annual contributions for SRT fiscal years 2019 and 2020 to the SRT Fund; and

WHEREAS, the Third Amendment to the 1996 Agreement incorrectly stated that SRT’s annual contribution for SRT Fiscal Year 2019 was \$170,571 and SRT’s annual contribution for

SRT Fiscal Year 2020 was \$174,836, while the correct amount for SRT Fiscal Year 2019 was \$166,411 and for SRT Fiscal Year 2020 was \$170,571; and

WHEREAS, in 2021, SRT began a renovation project to make the Bagley Wright Theatre space more accessible (the "Renovation Project"), and has completed the first two phases (Phases I and II) of the Renovation Project, including regrading ramps, replacing seating on the main floor of the Bagley Wright Theatre, adding more wheelchair-accessible locations, renovating lobby restrooms, adding an all-gender/family restroom, increasing circulation space for patrons on the mezzanine, and upgrading the production and administrative offices, which cost \$3,920,110; and

WHEREAS, the Renovation Project was financed and paid for by SRT with sources other than the SRT Fund in order to not deplete the Fund as a source of emergency financial relief pursuant to the Third Amendment during the same time period; and

WHEREAS, the final phase of SRT's Renovation Project is set to begin in summer 2024, which will include streamlining the main lobby staircase at Bagley Wright Theatre, adding acoustical ceiling tiles, and completing cosmetic renovations to the Bagley Wright Theatre mezzanine, and is expected to cost about \$1.1M million; and

WHEREAS, the City is currently undertaking a major maintenance project to replace the exterior cladding and select areas of the roof of the Bagley Wright Theatre (the "Roof Project") as recommended in the Seattle Center Roof, Cladding, and Fenestration Surveys (2021) to extend the lifespan of the roof and exterior; and

WHEREAS, the current balance of the SRT Fund is \$871,586 and the current balance of the BWTMRR Fund is \$119,669; and

WHEREAS, SRT and City agree that as of March 28, 2024 the total funds owed in annual SRT contributions into the SRT Fund according to Exhibit 8 of the 1996 Agreement is \$918,994.00; and

WHEREAS, SRT has provided City with documentation that the Renovation Project Phases I and II were completed and that at least \$871,586 was paid by SRT for construction of the Renovation Project between 2021 and 2023;

NOW, THEREFORE, the parties agree to amend the 1996 Agreement as follows:

#### AGREEMENT

Notwithstanding Subsection 13.F of the 1996 Agreement, the City and SRT agree to the following exceptions concerning the Fund to address the SRT's expenditures for its Renovation Project:

1. SRT may draw down the current balance of the SRT Fund to reimburse SRT for its expenditures for Phases I and II of the Renovation Project.
2. SRT and City agree that, for the remainder of the term of the 1996 Agreement, SRT shall spend at least \$918,994.00 – equal to the total outstanding payments remaining to be contributed into the SRT Fund – on improvements to the BWT that will be mutually agreed to by SRT and the City.

3. SRT will provide documentation including invoices and project plans or equipment spec sheets as applicable to City on a quarterly basis until both parties confirm that the total funds set forth in Section 2 have been spent.
4. SRT and the City agree that the City will spend the current balance of the BWTMRR Fund in the amount of \$119,669.00 on the Roof Project.
5. The City will provide documentation including invoices and project plans as applicable to SRT on a quarterly basis until both parties confirm that the total funds set forth in Section 4 have been spent.
6. Paragraph 1 of the Third Amendment to the 1996 Agreement is amended to read as follows, thereby replacing paragraph 1 of the Third Amendment:  

“1. SRT shall not be required to make the following minimum annual deposits to the Fund:  
A. The contribution for the 2019 SRT fiscal year in the amount of \$166,411;  
and  
B. The contribution for the 2020 SRT fiscal year in the amount of \$170,571.”
7. Except to the extent modified by this Amendment, all terms of the 1996 Agreement shall remain in full force and effect.
8. Capitalized terms used but not defined in this Amendment shall have the meanings given to such terms in the 1996 Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by having their authorized representatives affix their signatures in the spaces below.

THE CITY OF SEATTLE

SEATTLE REPERTORY THEATER

By \_\_\_\_\_

By \_\_\_\_\_

Marshall Foster, Director  
Seattle Center Department

Jeffrey Herrmann  
Managing Director

Date \_\_\_\_\_

Date \_\_\_\_\_

## SUMMARY and FISCAL NOTE

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Seattle Center	Julia Levitt	Alan Lee

### **1. BILL SUMMARY**

**Legislation Title:**

AN ORDINANCE relating to the Seattle Center Department; authorizing the Seattle Center Director to execute a Fourth Amendment to the Facility Use and Occupancy Agreement between The City of Seattle and the Seattle Repertory Theater; and ratifying and confirming certain prior acts.

**Summary and Background of the Legislation:**

History of SRT and the Bagley Wright Theatre

The Seattle Repertory Theater (SRT), founded in 1963 under the leadership of Bagley Wright, is one of the oldest resident organizations on the Seattle Center campus. They have been giving joy, inspiring laughter, and provoking discussion at Seattle Center for 61 years.

SRT's first home was the Seattle Center Playhouse, a performance space built for the 1962 Seattle World's Fair. In October 1983, the Bagley Wright Theatre was completed and became the new home for SRT at Seattle Center. The final cost was \$10 million, with the City providing \$5.6 million in bond proceeds and SRT providing the remaining \$4.4 million.

The Bagley Wright Theatre was the first new facility constructed on the Seattle Center campus since the 1962 World's Fair, and the first public/private partnership undertaken by Seattle Center. SRT was the first arts group to make such a substantial contribution to a Seattle Center facility.

History of City-SRT Agreements, and origin of the BWT MMR and SRT Trust Funds:

In 1981, authorized by Ordinance 109853, SRT and the City executed a Licensing Agreement covering 26 years, from the 1983-4 season through the 2008-9 season, with the agreement expiring May 31, 2009. SRT's license fee was calculated to equal approximately 25% of operating costs, in consideration of their capital contribution to the project. SRT was a tenant in the building and the City was responsible for all operating and maintenance costs, including utilities, janitorial services, theatrical systems, and all other building systems.

By the mid-1990's, by which time three other major arts organizations had located at Seattle Center and make significant capital investments (Intiman Theatre, Pacific Northwest Ballet, and Seattle Children's Theatre) the standards for financial terms had changed. In these later three cases, the arts organizations had exclusive use (with a specified number of days available to the City) and were responsible for the internal systems and the regular maintenance and operating expenses of the facilities.

In 1996, SRT was ready to construct a smaller, second stage addition and the financial terms for this new space reflected Seattle Center's new standard. In May 1996, the City Council passed Ordinance 118109 authorizing a Premises Use and Occupancy Agreement and a Construction Agreement with SRT. The 1996 agreement wrapped the second stage addition (which became known as the Leo Kreielsheimer Theatre) and the Bagley Wright Theatre (BWT) into one agreement, superseding the 1981 agreement, and extending the term for the BWT from 2009 to 2026.

For the Leo Kreielsheimer ("Leo K") Theatre, SRT covered 100% of the construction costs and was responsible for all operating and maintenance costs, and for theatrical and other internal building systems. The City was responsible for the building shell. The 1996 agreement was structured to transition the BWT to a similar financial structure. Over time, by June 1, 2009, SRT assumed full responsibility for operating costs and internal systems of the BWT, consistent with the structure of the more recent agreements between Seattle Center and resident arts organizations.

To achieve this transition from the 1981 agreement, the 1996 agreement specified that the City and SRT each make annual contributions into separate funds for replacement and renovation of internal building systems (primarily theatrical systems) of the BWT. Annual funding levels were established to pay for anticipated internal maintenance, repair, and replacement needs through 2009 and to generate a sufficient balance for SRT to assume full responsibility for internal systems after May 31, 2009, the expiration date of the original 1981 agreement. As of June 1, 2009, the City's financial obligation for the maintenance, repair, and replacement of internal systems at the BWT ended, and the City's responsibility for the entire facility (both theaters) became limited to external systems, structures, and finishes.

The 1996 agreement also specified that after May 31, 2009, the rent for the BWT be reduced to \$1.00 per month, provided SRT made an investment of \$1 million in capital renovations and improvements of the BWT by September 1, 2010, and provided certain free use days for the City.

Relevant Preceding Amendments to the 1996 Agreement:

The Second Amendment responded to financial impacts resulting from the severe economic downturn that began in 2008. Seattle Center and SRT negotiated a five-year interim agreement, giving SRT time to make a financial recovery and work its way back to being able to meet the intent of the 1996 agreement. The interim agreement, authorized by Ordinance 123767 and approved on November 2011 in the 2<sup>nd</sup> Amendment to the 1996 Agreement, modified the annual deposits that SRT were required to make into their fund, and extended the deadline for the full \$1 million capital investment with the value of the investment adjusted by CPI to preserve the value of the contribution.

The Third Amendment modified the Fund requirements at SRT's request in response to the COVID-19 emergency. In 2020, SRT and other performing arts organizations faced extreme financial struggles as COVID-19 triggered statewide restrictions on public gatherings, including in-person performances. The Third Amendment authorized by Ordinance 126243 in December 2020 removed the obligation for SRT to make their 2019 and 2020 fiscal year contributions to

the Fund and also provided SRT with the option to use the Fund for operating expenses through June 30, 2022, or such later date as might be agreed upon between SRT and the Seattle Center Director. SRT would be required to maintain a minimum balance of \$160,000 in the Fund.

Recent background for this Fourth Amendment:

SRT was ultimately able to navigate through the pandemic without drawing on its Fund to pay for operating expenses. National and local pandemic relief funding provided much-needed assistance for a reopening after a two-year shutdown. The balance of the SRT Trust Fund is currently \$871,586.00, and the current balance of the BWT MMR Fund is \$119,669.00.

During the period of slower activity in the theater, SRT chose to proceed with an extensive facility improvement project. SRT funded this project through fundraising efforts and did not draw on the SRT Trust balance as a precaution in case an emergency operating need arose. Thus far SRT has spent \$3,920,110 on the first two phases of the project and intends to spend another \$1.1 million in Phase 3 of the project, commencing July 1, 2024. This facility upgrade has improved the performance of the BWT by improving access throughout the BWT spaces; incorporating new water conserving plumbing fixtures in the renovated bathrooms; and replacing old lighting fixtures with energy conserving LED fixtures. Since 2019, SRT has also invested in theatrical lighting and sound upgrades, and upgraded the paging/monitoring communications system, cue light system, and stage floor, with the combined value of these projects totaling \$502,499. These improvements would likely have qualified for reserve fund approval, but SRT elected to make them without using the reserve funds because the upgrades were required in a timely manner that did not align with the required process for drawing down the Funds.

SRT, like many arts organizations, has struggled to recover from the impacts of the pandemic and rebuild its audiences to 2019 levels. SRT operations continue to run at a deficit and as SRT made significant investments in the building during the pandemic, Seattle Center permitted SRT to temporarily postpone payment of its annual contribution into the Fund in 2021 and 2022 while the Rep and the City worked out a long-term vision to meet the goal of investing in the facility and transferring responsibility for that investment to SRT.

The City and SRT agree that the total funds owed in annual contributions into the SRT Fund according to Exhibit 8 of the 1996 Agreement is \$918,994.00, including \$354,042 in postponed payments and \$564,952 in future annual payments anticipated through the end of the Agreement term.

This Fourth Amendment will amend the process described in the Agreement for expenditures out of the SRT Fund and the BWTMMR Fund by authorizing the following actions:

- SRT will draw down the balance of the SRT Fund to reimburse itself for funds already invested in Phases 1 and 2 of the Renovation Project.
- Before the end of the term of the 1996 Agreement, SRT will spend at least \$918,994 on improvements to the BWT mutually agreed to by SRT and the City.

- The City will spend the remaining balance of the BWTMMR Fund on replacement of the BWT exterior cladding and select areas of its roof (the “Roof Project.”).

SRT and the City agree these actions will result in a better facility by allowing SRT to make needed upgrades in a timely manner and will meet the intent of the 1996 Agreement to transition full responsibility for the building’s internal and theatrical systems to SRT.

The City and SRT have a mutual desire to see SRT continue to thrive at Seattle Center for decades to come. The two parties have agreed to begin negotiating the terms of a new agreement for use and occupancy of the BWT and Leo K Theatres before the end of 2024, so a new agreement may be ready when the current term expires on May 31, 2026.

**2. CAPITAL IMPROVEMENT PROGRAM**

Does this legislation create, fund, or amend a CIP Project?  Yes  No

Project Name:	Master Project I.D.:	Project Location:	Start Date:	End Date:	Total Project Cost Through 2029:
Seattle Rep Roof and Cladding	MS-SC-S9701	155 Mercer St., Seattle WA 98109	May 2024	December 2024	\$6,855,228.00

**3. SUMMARY OF FINANCIAL IMPLICATIONS**

Does this legislation have financial impacts to the City?  Yes  No

**4. OTHER IMPLICATIONS**

**a. Please describe how this legislation may affect any departments besides the originating department.**

The legislation does not affect any departments besides the originating department.

**b. Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.**

The legislation affects the Bagley Wright Theatre at Seattle Center, the street address for which is 155 Mercer Street, Seattle WA 98109. The property is the subject of the Agreement between the City of Seattle (City) and Seattle Repertory Theater (SRT), which will be amended by this legislation, and the property will benefit from the maintenance, replacement, and repair funds invested by SRT and the City as described in the amendment proposed by this legislation.

**c. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**

- i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**

This legislation indirectly affects historically disadvantaged communities by amending the process for disbursement of the maintenance, repair, and replacement funds to support SRT's investment in upgrades to its facility that regraded ramps, improved wheelchair accessibility, provided a new all-gender/family restroom, and provided more comfortable seating for diverse human bodies in the BWT.

- ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**

No RET or other racial equity analyses were completed.

- iii. What is the Language Access Plan for any communications to the public?**

No public communications are planned.

**d. Climate Change Implications**

- i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**

This legislation will not materially impact carbon emissions.

- ii. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

This legislation will not materially impact Seattle's resiliency to climate change.

- e. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

This legislation does not include a new initiative or major programmatic expansion.

**5. CHECKLIST**

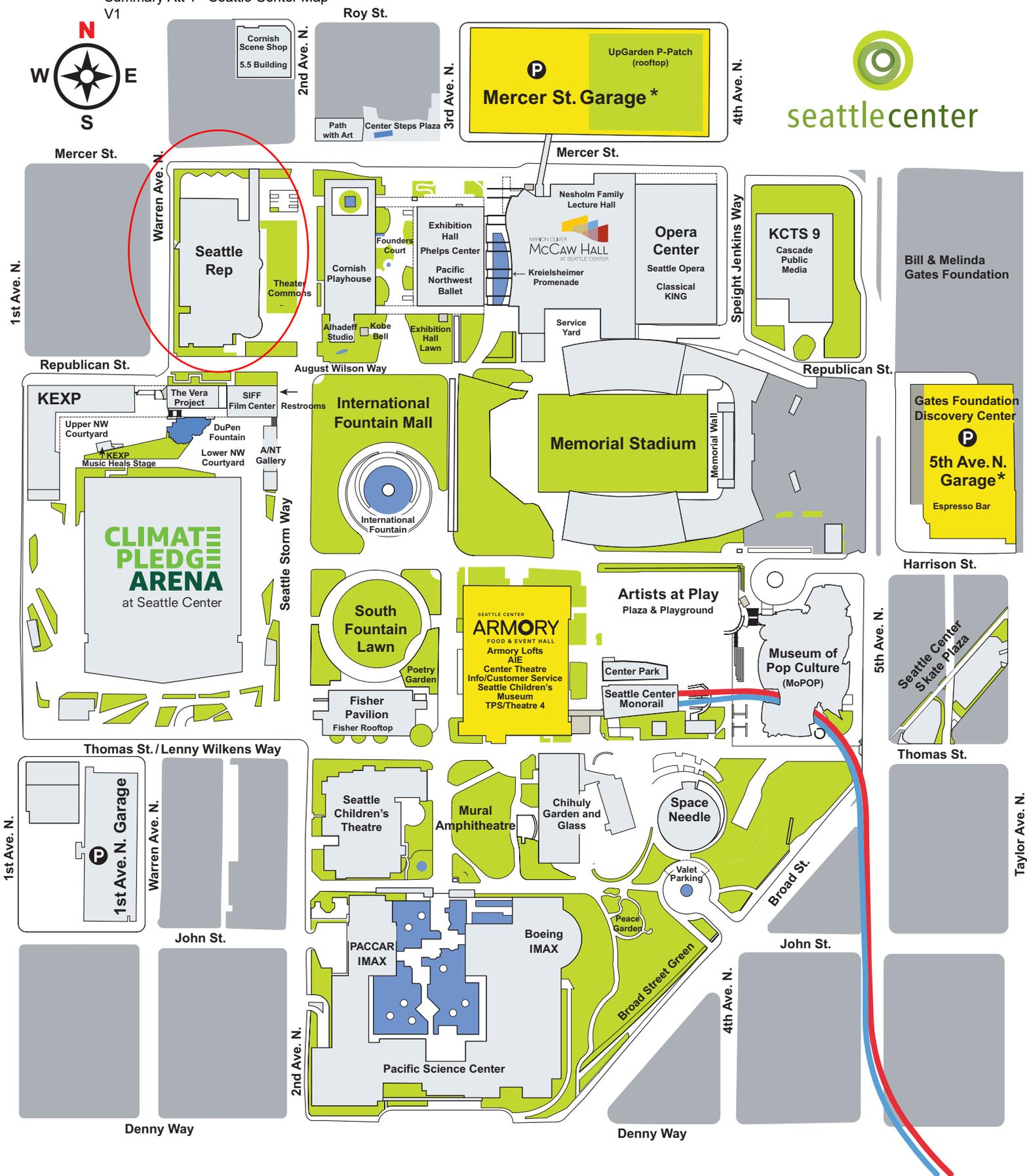
- Is a public hearing required?**
- Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?**
- If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?**

**Does this legislation create a non-utility CIP project that involves a shared financial**

**6. ATTACHMENTS**

**Summary Attachments:**

Summary Attachment 1 - Seattle Center Map



# Seattle Center Campus Map

\* When you park at these Garages, your fees support Seattle Center free programs and campus grounds.