



# CITY OF SEATTLE

## City Council

### Agenda

**Tuesday, June 25, 2024**

**2:00 PM**

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

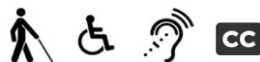
**Sara Nelson, Council President  
Joy Hollingsworth, Member  
Robert Kettle, Member  
Cathy Moore, Member  
Tammy J. Morales, Member  
Maritza Rivera, Member  
Rob Saka, Member  
Dan Strauss, Member  
Tanya Woo, Member**

**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 25, 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 442](#)

June 25, 2026

**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 478](#) June 18, 2024

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

**Bills:**

2. [CB 120803](#) AN ORDINANCE appropriating money to pay certain claims for the week of June 10, 2024 through June 14, 2024 and ordering the payment thereof; and ratifying and confirming certain prior acts.

**Appointments:****FINANCE, NATIVE COMMUNITIES, AND TRIBAL GOVERNMENTS  
COMMITTEE:**

3. [Appt 02898](#) Reappointment of Derrick Leonard Belgarde as member, Indigenous Advisory Council, for a term to July 31, 2026.

**The Committee recommends that City Council confirm the Appointment (Appt).**

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

**Opposed: None**

**Attachments:** [Appointment Packet](#)

4. [Appt 02899](#) Reappointment of Jaci S. McCormack as member, Indigenous Advisory Council, for a term to July 31, 2026.

**The Committee recommends that City Council confirm the Appointment (Appt).**

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

**Opposed: None**

**Attachments:** [Appointment Packet](#)

5. [Appt 02900](#) Reappointment of Suzanne Sailto as member, Indigenous Advisory Council, for a term to July 31, 2026.

**The Committee recommends that City Council confirm the Appointment (Appt).**

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

**Opposed: None**

**Attachments:** [Appointment Packet](#)

6. [Appt 02901](#) Reappointment of Jeremy Takala as member, Indigenous Advisory Council, for a term to July 31, 2026.

**The Committee recommends that City Council confirm the Appointment (Appt).**

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

**Opposed: None**

**Attachments:** [Appointment Packet](#)

7. [Appt 02902](#) Reappointment of Luther F. Mills Jr. as member, Indigenous Advisory Council, for a term to July 31, 2026.

**The Committee recommends that City Council confirm the Appointment (Appt).**

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

**Opposed: None**

**Attachments:** [Appointment Packet](#)

**GOVERNANCE, ACCOUNTABILITY, AND ECONOMIC DEVELOPMENT**

**COMMITTEE:**

8. [Appt 02881](#) Appointment of Mark M. Gantar as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.

**The Committee recommends that City Council confirm the Appointment (Appt).**

**In Favor: 5 - Nelson, Kettle, Hollingsworth, Rivera, Saka**

**Opposed: None**

**Attachments:** [Appointment Packet](#)

9. [Appt 02882](#) Appointment of Michael A. Harold as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.

**The Committee recommends that City Council confirm the Appointment (Appt).**

**In Favor: 5 - Nelson, Kettle, Hollingsworth, Rivera, Saka**

**Opposed: None**

**Attachments:** [Appointment Packet](#)

10. [Appt 02883](#) Appointment of Ellie He as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.

**The Committee recommends that City Council confirm the Appointment (Appt).**

**In Favor: 5 - Nelson, Kettle, Hollingsworth, Rivera, Saka**

**Opposed: None**

**Attachments:** [Appointment Packet](#)

11. [Appt 02884](#) Appointment of Heather Yang Hwalek as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.

**The Committee recommends that City Council confirm the Appointment (Appt).**

**In Favor: 5 - Nelson, Kettle, Hollingsworth, Rivera, Saka**

**Opposed: None**

**Attachments:** [Appointment Packet](#)

12. [Appt 02885](#) Appointment of Liz Johnson as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.

**The Committee recommends that City Council confirm the Appointment (Appt).**

**In Favor: 5 - Nelson, Kettle, Hollingsworth, Rivera, Saka**

**Opposed: None**

**Attachments:** [Appointment Packet](#)

13. [Appt 02886](#) Reappointment of Jacqueline McLaren Miller as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.

**The Committee recommends that City Council confirm the Appointment (Appt).**

**In Favor: 5 - Nelson, Kettle, Hollingsworth, Rivera, Saka**

**Opposed: None**

**Attachments:** [Appointment Packet](#)

14. [Appt 02887](#) Appointment of Era Schrepfer as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.

**The Committee recommends that City Council confirm the Appointment (Appt).**

**In Favor: 5 - Nelson, Kettle, Hollingsworth, Rivera, Saka**

**Opposed: None**

**Attachments:** [Appointment Packet](#)

15. [Appt 02888](#) Appointment of Monique A. Thormann as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.

**The Committee recommends that City Council confirm the Appointment (Appt).**

**In Favor: 5 - Nelson, Kettle, Hollingsworth, Rivera, Saka**

**Opposed: None**

**Attachments:** [Appointment Packet](#)

16. [Appt 02889](#) Reappointment of Karin Zaugg Black as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.

**The Committee recommends that City Council confirm the Appointment (Appt).**

**In Favor: 5 - Nelson, Kettle, Hollingsworth, Rivera, Saka**

**Opposed: None**

**Attachments:** [Appointment Packet](#)

17. [Appt 02890](#) Reappointment of David B. Woodward as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.

**The Committee recommends that City Council confirm the Appointment (Appt).**

**In Favor: 5 - Nelson, Kettle, Hollingsworth, Rivera, Saka**

**Opposed: None**

**Attachments:** [Appointment Packet](#)

18. [Appt 02891](#) Appointment of Noah Zeichner as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.

**The Committee recommends that City Council confirm the Appointment (Appt).**

**In Favor: 5 - Nelson, Kettle, Hollingsworth, Rivera, 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 120801](#) 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.

**Attachments:** [Att 1 – Local 77 Agreement](#)  
[Att 2 - Local 77 Power Marketers Agreement](#)  
[Att 3 - Local 77 Material Controllers & Apprenticeship Coordinators Agreement](#)

**Supporting Documents:** [Summary and Fiscal Note](#)  
[Summary Att 1 – Bill Draft Local 77 Agreement](#)  
[Summary Att 2 - Bill Draft Local 77 Power Marketers Agreement](#)  
[Summary Att 3 - Bill Draft Local 77 Material Controllers & Apprenticeship Coordinators Agreement](#)

### **FINANCE, NATIVE COMMUNITIES, AND TRIBAL GOVERNMENTS COMMITTEE:**



2. [CB 120792](#) AN ORDINANCE relating to the Department of Finance and Administrative Services; authorizing the Director of Finance and Administrative Services to negotiate and execute a real property lease with Neptune III TT, LLC, on behalf of the Human Services Department for its Aging and Disability Services Division; and ratifying and confirming certain prior acts.

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

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

**Opposed: None**

**Attachments:** [Att 1 - FAS HSD Triton Towers Lease](#)

**Supporting**

**Documents:** [Summary and Fiscal Note](#)  
[Summary Att 1 - FAS HSD Triton Towers Lease](#)  
[Property 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 442, Version: 1**

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June 25, 2026



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 120803</a>	AN ORDINANCE appropriating money to pay certain claims for the week of June 10, 2024 through June 14, 2024 and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
<b><u>By: Moore</u></b>		
2. <a href="#">CB 120804</a>	AN ORDINANCE relating to housing for low-income households; adopting the 2023 Seattle Housing Levy Administrative and Financial Plan for program years 2024-2026; adopting Housing Funding Policies for the 2023 Seattle Housing Levy and other fund sources; authorizing actions by the Director of Housing regarding past and future housing loans and contracts; creating two funds for Housing Levy revenues; and ratifying and confirming certain prior acts.	Housing and Human Services Committee
<b><u>By: Moore</u></b>		
3. <a href="#">Appt 02903</a>	Appointment of Landon Labosky as member, Seattle LGBTQ Commission, for a term to October 31, 2024.	Housing and Human Services Committee
<b><u>By: Saka</u></b>		
4. <a href="#">Res 32137</a>	A RESOLUTION relating to transportation; accompanying an ordinance requesting the 2024 Transportation Levy for citywide transportation maintenance and improvements, and providing further direction regarding reporting and implementation of the programs to be funded by the levy.	Select Committee on 2024 Transportation Levy



Legislation Text

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**File #:** Min 478, **Version:** 1

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June 18, 2024

# SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor  
Seattle, WA 98104



## Journal of the Proceedings of the Seattle City Council

Tuesday, June 18, 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 18, 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**

By unanimous consent, Councilmember Rivera was excused from the June 18, 2024 City Council meeting.

**Present:** 6 - Hollingsworth, Kettle, Moore, Nelson, Saka, Woo

**Excused:** 3 - Morales, Rivera, Strauss

**C. PRESENTATIONS**

There were none.

**D. PUBLIC COMMENT**

The following individuals addressed the Council:

- Jason Ogulnik
- Juan Jose
- Bennett Haselton
- Justin Taylor
- Alberto Alvarez
- David Haines
- Derrick Gordon
- Alberto Souza
- Rein Laik
- Steven Geary
- Arianna Riley
- Alex Kim
- Mike Asai
- Jared Essig
- Alex Tsimmerman
- Cynthia Spiess
- Julia Buck
- Alizeh Bhojani
- BJ Last
- Happy Israel
- Matt Offenbacher
- Jordan Green
- Lauren Kay
- Nicole Kern
- Rowan Kaufman
- Laurel Hecker
- Michelle Balzer
- Amarinthia Torres
- Tee Sannon

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

[IRC 441](#)      **June 18, 2024**

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

**In Favor:** 6 - Hollingsworth, Kettle, Moore, Nelson, Saka, 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 477](#) June 11, 2024**

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

**In Favor:** 6 - Hollingsworth, Kettle, Moore, Nelson, Saka, Woo

**Opposed:** None

**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.**

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

**In Favor:** 6 - Hollingsworth, Kettle, Moore, Nelson, Saka, Woo

**Opposed:** None

**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

**The Appointment (Appt) was confirmed on the Consent Calendar by the following vote:**



**In Favor:** 6 - Hollingsworth, Kettle, Moore, Nelson, Saka, Woo

**Opposed:** None

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

**The Appointment (Appt) was confirmed on the Consent Calendar by the following vote:**

**In Favor:** 6 - Hollingsworth, Kettle, Moore, Nelson, Saka, Woo

**Opposed:** None

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

**The Appointment (Appt) was confirmed on the Consent Calendar by the following vote:**

**In Favor:** 6 - Hollingsworth, Kettle, Moore, Nelson, Saka, Woo

**Opposed:** None

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

**The Appointment (Appt) was confirmed on the Consent Calendar by the following vote:**

**In Favor:** 6 - Hollingsworth, Kettle, Moore, Nelson, Saka, Woo

**Opposed:** None

**H. COMMITTEE REPORTS****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.**

By unanimous consent the Council Rules were suspended to allow Ben Noble, Director, Council Central Staff, to address the Council.

Motion was made by Council President Nelson and duly seconded to pass Council Bill 120795.

**The Motion carried, the Council Bill (CB) was passed by the following vote, and the President signed the Council Bill (CB):**

**In Favor:** 6 - Hollingsworth, Kettle, Moore, Nelson, Saka, Woo

**Opposed:** None

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.**

Motion was made by Council President Nelson and duly seconded to pass Council Bill 120796.

**The Motion carried, the Council Bill (CB) was passed by the following vote, and the President signed the Council Bill (CB):**

**In Favor:** 6 - Hollingsworth, Kettle, Moore, Nelson, Saka, Woo

**Opposed:** None

**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**

ACTION 1:

Motion was made by Councilmember Moore and duly seconded, to postpone Council Bill 120778 to the July 9, 2024 City Council meeting.

The Motion failed by the following vote:

In favor: 1 - Moore

Opposed: 5 - Hollingsworth, Kettle, Nelson, Strauss, Woo

ACTION 2:

Motion was made by Councilmember Moore, duly seconded and carried, to amend Council Bill 120778 as presented on Amendment A on the Agenda.

ACTION 3:

Motion was made by Councilmember Kettle on behalf of Councilmember Rivera, duly seconded and carried, to amend Council Bill 120778 as presented on Attachment B on the Agenda.

**The Council Bill (CB) was passed as amended by the following vote, and the President signed the Council Bill (CB):**

**In Favor: 6 - Hollingsworth, Kettle, Moore, Nelson, Saka, Woo**

**Opposed: None**

**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**

**The Council Bill (CB) was passed by the following vote, and the President signed the Council Bill (CB):**

**In Favor: 6 - Hollingsworth, Kettle, Moore, Nelson, Saka, Woo**

**Opposed: None**

**I. ITEMS REMOVED FROM CONSENT CALENDAR**

There were none.

**J. ADOPTION OF OTHER RESOLUTIONS**

There were none.

**K. OTHER BUSINESS**

By unanimous consent, Council President Nelson was excused from the June 25, July 23, and July 30, 2024 City Council meetings.

**L. ADJOURNMENT**

There being no further business to come before the Council, the meeting was adjourned at 3:22 p.m.

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**Jodee Schwinn, Deputy City Clerk**

**Signed by me in Open Session, upon approval of the Council, on June 25, 2024.**

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**Maritza Rivera, Council President Pro Tem of the City Council.**



Legislation Text

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**File #: CB 120803, 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 10, 2024 through June 14, 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 \$21,519,990.70 on PeopleSoft 9.2 mechanical warrants numbered 4100812529 - 4100815243 plus manual or cancellation issues for claims, e-payables of \$82,406.35 on PeopleSoft 9.2 9100014538 - 9100014558, and electronic financial transactions (EFT) in the amount of \$55,658,405.32 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. 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 3. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

Section 4. 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 25<sup>th</sup> of June, 2024, and signed by me in open session in authentication of its passage this 25<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 02898, **Version:** 1

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Reappointment of Derrick Leonard Belgarde as member, Indigenous Advisory Council, for a term to July 31, 2026.

The Appointment Packet is provided as an attachment.





# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Derrick Leonard Belgarde</i>		
<b>Board/Commission Name:</b> <i>Indigenous Advisory Council</i>		<b>Position Title:</b> <i>Member</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 checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	<b>Term of Position: *</b> 8/1/2024 to 7/31/2026  <input type="checkbox"/> Serving remaining term of a vacant position	
<b>Residential Neighborhood:</b>	<b>Zip Code:</b>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> <i>Derrick Belgarde is an enrolled member of the Confederated Tribes of Siletz Indians of Oregon, and also Chippewa-Cree from Rocky Boy, MT. Derrick has worked and served in the field of housing affordability, and has fought for the rights of those suffering from housing insecurity for many years. He currently serves on the board of Community Roots Housing, Downtown Emergency Services Center (DESC), Seattle/King County Coalition on Homelessness (SKCCH), and the Housing Development Consortium. Derrick completed his undergraduate in Public Affairs magna cum laude, and went on to obtain a masters in Public Administration, both at Seattle University. He is a proud father of three and is married to the wonderful Lua Belgarde.</i>		
<b>Authorizing Signature (original signature):</b>    <b>Date Signed (appointed):</b> 6/4/2024		<b>Appointing Signatory:</b> <i>Councilmember Dan Strauss</i>

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



## Derrick Leonard Belgarde

### Experience

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Chief Seattle Club 5/1/2021 - Present Seattle, WA  
Executive Director

- **Oversee entire organization.**
- **Ensure organizational sustainability.**

Chief Seattle Club 1/1/2017 – 4/30/2021 Seattle, WA  
Deputy Director

- **Responsible for the day to day operations of all services for the Chief Seattle Club.**
- **Oversees all departments such as HR, Fiscal, Facilities, IT, and Community Services.**
- **Directly supervise all managers and directors (5 employees).**

Chief Seattle Club 2/1/2015 – 12/31/2016 Seattle, WA  
Program Manager

- **Oversee all programming at the Chief Seattle Club; such as hygiene services, art programs, physical activities, and spiritual programs.**
- **Create and implement new programs as needed.**
- **Responsible for Member Services budget.**
- **Administrator for Agency account.**
- **Directly supervise 10 employees.**

El Centro de la Raza 4/1/2014 – 1/31/2015 Seattle, WA  
Food Bank Coordinator/Hot Meal Coordinator

- **Oversee the day-to-day operations of the Food Bank and Hot Meal Programs.**
- **Track daily participation for monthly billing and reporting purposes.**
- **Meet all monthly targets and goals.**
- **Keep all systems and databases updated and current.**
- **Represent El Centro de la Raza by attending all local emergency food meetings (i.e. the Meal Partnership Coalition and the Seattle Food Committee).**

El Centro de la Raza 4/1/2014 - Present Seattle, WA  
Job Developer

- **Assist participants in finding and securing full-time & permanent employment by establishing and maintaining working relationships with local employers.**
- **Assist the employment specialist in planning routine employment workshops.**
- **Track and monitor progress of participants to ensure goals are being met.**
- **Maintain program information in databases such as Salesforce.**
- **Attend all relevant local job fairs and meetings that relate to employment seeking.**

El Centro de la Raza 1/2012 – 4/1/2014 Seattle, WA  
Special Projects Coordinator

- **Assist the Director of Human Services in managing the daily operation of the human services department.**
- **Plan and prepare monthly billings for various programs and grants**
- **Organize, file, and maintain vital documents such as Grant Contracts, MOU's, & Billings**
- **Maintain program data in databases such as Salesforce or HMIS(Safe Harbors)**

\*Letters of recommendation available upon request

- Plan staff meetings, send out interoffice memos and emails
- Attend misc. meetings that pertain to programs within Human Services Dept.
- Temporarily fill in for other program coordinators such as the Food bank, Hot Meal, & Senior programs.
  - In the Seniors program
    - Conducted daily intakes.
    - Helped in the preparation and serving of their nutritious meals.
    - Coordinate the daily exercise activities.

El Centro de la Raza Spring Quarter 2012 Seattle, WA  
 Housing Case Manager Intern

- Assist the Lead Homelessness Assistance Case Manager in the intake & assessment of participants.
- Performed home inspections prior to participant move-in.
- Managed, maintained, and updated participant case files and case notes (case management)

Population Connection 2012 - Present Washington D.C.  
 Lobbyist

- Lobbied for funding and access of global family planning for women in developing countries
- Lobbied to the Washington States Representatives & Senators on Capitol Hill in Washington D.C. and in their local offices in the state of Washington
- Planned and set meetings for groups to meet with the Congressperson's Staff

**Education**

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2013 - 2015 Seattle University Seattle, WA

- M.P.A., Master of Public Administration
- G.P.A. – 3.825

2011 - 2013 Seattle University Seattle, WA

- Graduated Magna Cum Laude – G.P.A. 3.791
- B.A., Public Affairs w/ emphasis in Nonprofit Leadership, & w/ Minor in Sociology
- Member of the Tau Sigma Honors' Society
- Member of the Pi Alpha Alpha Honor Society (National Public Administration Honor Society)
- Dean's List

2010 - 2011 Seattle Central Community College Seattle, WA

- A.A., Transfer Degree

**Interests**

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Volunteering, traditional Native American bead & leatherwork, reading, & spending time with my family.

**Service work**

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- Board of Directors of Community Roots Housing
- Board of Directors of DESC (Downtown Emergency Services Center)
- Board of Directors of SKCCH (Seattle King County Coalition on Homelessness)
- Board of Directors of Housing Development Consortium
- Leadership Council Member for Seattle University College of Arts & Sciences

\*Letters of recommendation available upon request

# Indigenous Advisory Council

Nine Members: Pursuant to [Ordinance 126512](#), all members subject to City Council confirmation, one – and two-year terms for the initial round of appointments, two-year terms thereafter:

- 5 City Council-appointed
- 4 Mayor-appointed

## Roster: \*Updated 5/20/24

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
4	M		1	Tribal member-WA	Donny Stevenson	8/1/23	7/31/25	2	City Council
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4	M		3	Tribal member-Any	Jeremy Takala	8/1/24	7/31/26	2	Mayor
4	F	D2	4	Indigenous Youth	Megan Castillo	8/1/23	7/31/25	1	Mayor
4	F		5	Indigenous Elder	Suzanne Sailto	8/1/24	7/31/26	2	City Council
4	F		6	Urban Native Org	Esther Lucero	8/1/23	7/31/25	2	City Council
4	M		7	Urban Native Org	Derrick Leonard Belgarde	8/1/24	7/31/26	2	City Council
4	F		8	Urban Native Org	Asia Tail	8/1/23	7/31/25	2	Mayor
4	F	D5	9	Urban Native Org	Jaci McCormack	8/1/24	7/31/26	2	Mayor

### SELF-IDENTIFIED DIVERSITY CHART

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

#### Key:

- \*D List the corresponding *Diversity Chart* number (1 through 9)
  - \*\*G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary 2S= Two Spirit 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 02899, **Version:** 1


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Reappointment of Jaci S. McCormack as member, Indigenous Advisory Council, for a term to July 31, 2026.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Jaci S. McCormack</i>		
<b>Board/Commission Name:</b> <i>Indigenous Advisory Council</i>		<b>Position Title:</b> <i>Member</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> 8/1/2024 <b>to</b> 7/31/2026  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
<b>Residential Neighborhood:</b> <i>District 5</i>	<b>Zip Code:</b> 98133	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> <i>Jaci McCormack grew up on the Nez Perce Reservation outside of Lewiston, Idaho. She fell in love with basketball early on and earned a scholarship to play for Illinois State University, where she earned her degree in Sociology. After her college career, Jaci was inspired to return home and give back to her community. She served as the Deputy Executive Director for the Nez Perce Tribe, as well as the Youth Prevention Director, building deep relationships with tribal and community partners.</i>  <i>In 2015, Jaci founded Rise Above, a non-profit organization that gives Native youth the skills and resilience to overcome their circumstances and write their own futures. As the CEO of Rise Above, Jaci leads the organization in its mission to empower youth through a variety of programs including sports, education, music, financial literacy, prevention skills and mentorship, using prevention strategies that will spark change in people's lives.</i>		
<b>Authorizing Signature (original signature):</b>  <b>Date Signed (appointed):</b> 5/22/2024	<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.

# Jaci S. McCormack



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## Personal

Enrolled member of the Nez Perce Tribe

## Current Employment

**Rise Above, Founder/President (August 2015 – Present)** Develop and maintain a strong Board of Directors as well seek and build board involvement with strategic direction. Actively engage board members, staff and partnering organizations to ensure on-going local programmatic excellence, program evaluation, fundraising, communications. Lead, coach and development management team for effective systems to track progress and regularly evaluate program components. Develop and implement program budget and financial forecasting each fiscal year while monitoring expenditures and compliance.

## **Tulalip Tribes Office of the Reservation Attorney (September 2016 – Present)**

### **Prosecutors Office, Victim Services Coordinator**

Victim Services Coordinator for the Tulalip Tribes specializing in expanding and developing streamlined services for victims of crime. Help prepare contract agreements between the program and Victim Advocate Attorneys, provide emergency and on-going support to victims of crime. Increase awareness and education for services, resources and legal updates as necessary. Support prepared comments and testimony for Tribal Tribes Chairman and Representatives as it relates to federal legislation, specifically related to the reauthorization of the Violence Against Women Act and Missing and Murdered Indigenous Women.

**Victim Assistance Coordinator.** Develop and implement GPS tracking protocols and process for monitoring of domestic violence offenders, both native and non-native. Acted as a liaison between crime victims and criminal justice system, as well as other departments and services. Helped prepare and review legal pleadings, orders and other documents such as protection order petitions and restitution hearing packets and worked directly with the prosecutor to further develop, enhance and improve prosecution approach to exercise Special Domestic Violence Criminal Jurisdiction. Helped develop culturally appropriate services for victims and families to keep victims informed of court processes and probation supervision.

**Domestic Violence & Sexual Assault Investigator.** Provide crisis intervention information and referral, support and advocacy to victims of domestic violence and sexual assault. Worked directly with the prosecutor to create enhanced prosecution to offender accountability and victim safety and assisted with the development of policy and procedures to ensure victim safety and promote the well-being of women and their children. Worked closely with the Tulalip Tribal Police, Snohomish County Sheriff's

Department, Tribal and State Courts and with other domestic violence and sexual assault programs. Engaged in social change to impact attitudes, values and behavior that contribute to DV/SA.

### **Past Employment**

#### **A PLUS Youth Program, Director of Institutional Giving (February 2015- July 2016)**

Develop a plan for increased corporate, foundation and government support and identify new ways to secure sponsorships through innovative packaging and creative marketing/advertising opportunities. Develop proposals, grant applications, reports and materials for corporate sponsorship and foundation giving and to ensure timely fulfillment of sponsorship benefits and recognition.

**Nez Perce Tribe, Deputy Executive Director (January 2014 - February 2015)** Provide intradepartmental, inter-tribal and interagency coordination for Natural Resources Programs. Delivering departmental supervision and oversight as well as policy recommendations to the Tribe in matters regarding tribal operations. Responsibilities also included strategic guidance and advancement of the department and tribe and ensuring personnel administration are implemented as designed.

**Nez Perce Tribe, Youth Prevention Director (March 2010 – January 2014)** Promote tribal policy and strategic planning to support health and education initiatives that support children, youth, families, communities and schools. Collaborate with community coalitions to advocate for social policy change and positive community norms. Implement, monitor and evaluate state and federal cooperative agreements through grants and contracts. Daily supervision of staff for program management, ensure compliance and maintain cultural competence in programming.

**Northwest Portland Area Indian Health Board & Northwest Tribal Epidemiology Center, Project Specialist (November 2006 - February 2010)** Supply assistance with data collection and data analysis of barriers to implementation of public health intervention, for the forty-three tribes in the Northwest. Provide monthly and annual budget updates to federal partners and quarterly presentation to the NPAIHB Board of Directors focusing on health promotion and disease prevention.

### **Education**

- Bachelor of Science, Illinois State University (May 2005)
- Certificate in Legal Advocacy, University of Wisconsin/Southwest Center for Law & Policy (June 2019)
- High School Diploma, Lake Oswego High School (June 2000)

### **Athletic Achievements**

- McDonalds All-American Nominee (1997, 1998, 2000)
- Idaho State Player of The Year (1997, 1998)
- Idaho Athlete of The Year Nominee (1997, 1998)



- Oregon State Second Team (2000)
- Washington/Oregon All Star Game (2000)
- Junior USA Basketball Nominee (2000)
- Illinois State University Full Athletic Scholarship (2000-2005)
- Missouri Valley Conference Player of The Week (2000-2005)
- Missouri Valley Conference Tournament Most Valuable Player (2005)
- Inaugural NABI Leadership Award Presented by Sam McCracken (2005)
- Lake Oswego Hall of Fame (February 2018)
- Hoopfest/Nike N7 Featured Athlete (June 2019)

### **Presentations/Speaking Engagements**

- American Diabetes Association, Washington, D.C.
- Center for Disease Control and Prevention, Tribal Consultation Advisory Committee, Uncasville, CT
- Arizona Coordinated School Health Conference, Tucson, AZ
- Bureau of Indian Education Summer Learning Institute, Denver, CO
- United States Attorney's Office, Western District of Washington, Seattle, WA
- University of California Los Angeles, American Indian Student Association, Los Angeles, CA
- Community Health Suicide Prevention, Tulalip Tribes, WA
- Wapato High School, Native American Club, Wapato, WA

### **References**

- Phil Haugen, Chief Operating Officer of Kalispel Tribal Economic Authority [REDACTED]
- Dr. Martina Whelshula, Owner, Swan Innovations [REDACTED]
- Willie Frank III, Chairman, Nisqually Indian Tribe [REDACTED]

# Indigenous Advisory Council

Nine Members: Pursuant to [Ordinance 126512](#), all members subject to City Council confirmation, one – and two-year terms for the initial round of appointments, two-year terms thereafter:

- 5 City Council-appointed
- 4 Mayor-appointed

## Roster: \*Updated 5/20/24

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
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### SELF-IDENTIFIED DIVERSITY CHART

	(1)		(2)		(3)		(4)		(6)		(7)		(8)	
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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 02900, **Version:** 1

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Reappointment of Suzanne Sailto as member, Indigenous Advisory Council, for a term to July 31, 2026.

The Appointment Packet is provided as an attachment.

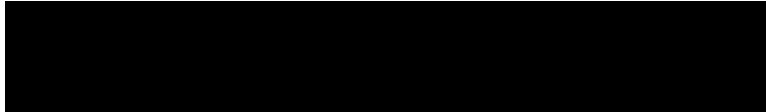


# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Suzanne Sailto</i>		
<b>Board/Commission Name:</b> <i>Indigenous Advisory Council</i>		<b>Position Title:</b> <i>Member</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 checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	<b>Term of Position: *</b> 8/1/2024 <b>to</b> 7/31/2026  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
<b>Residential Neighborhood:</b> <i>NA</i>	<b>Zip Code:</b> <i>98058</i>	<b>Contact Phone No.:</b> 
<b>Background:</b> <i>Suzanne is a Snoqualmie Tribal member and former Councilmember. She has had the opportunity to live and travel the world with her father who served 20+ years in the military, as well as through her current capacity as a leader and member of the Snoqualmie Indian Tribe.</i>  <i>Suzanne graduated from Lakes High School and Ever-Increasing Word Ministries. She has three sons and two daughters-in-law and is blessed with four grandchildren, which are her world. She enjoys spending time with her family, travelling to different sporting events as well as canoe journey, powwows, and for work. Suzanne participates in the Affiliated Tribes of Northwest Indians and National Congress of American Indians to stay apprised on tribal legislation across Indian Country. She volunteers her time on boards including the Snoqualmie Ridge YMCA, Encompass in Snoqualmie, Elder Council for Chief Seattle Club, and Seaboard member of Snoqualmie Casino.</i>  <i>Suzanne has been fortunate to be a part of major accomplishments for her Tribe such as acquiring Salish Lodge, purchasing 8<sup>th</sup> Generation, and a land purchase of Snoqualmie Ancestral Lands for use by tribal members. She enjoys being of service to her Nation and giving back to local communities and other Tribes. The reward in being of service to others is being able to see the smiles and receive hugs knowing she could be of a part of helping the local community.</i>		
<b>Authorizing Signature (original signature):</b> 	<b>Appointing Signatory:</b> Councilmember Dan Strauss	
<b>Date Signed (appointed):</b> 6/4/2024		

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

# SUZANNE SAILTO



## PROFESSIONAL SUMMARY

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Enthusiastic Board Member eager to contribute to team success through hard work, attention to detail and excellent organizational skills. Clear understanding of serving the community and training in problem solving skills. Motivated to learn, grow and excel in being a team member. Teachable and willing to listen first.

## SKILLS

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- Time Management
- Law and Policy Development
- Maintaining Order
- Problem Solving
- Service
- Community Relations
- Decision Making
- Budgeting
- Critical Thinking

## WORK HISTORY

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05/2016 to Current **Snoqualmie Tribal Council**

**Snoqualmie Tribe** – Snoqualmie, WA

- To safeguard and promote peace ,safety, moral and general welfare of Tribal members and enactment laws of Tribe.
- To adopt laws or resolutions regulating procedure of Council and of other Tribal agencies and Tribal officials.
- To negotiate with and enter into agreements with Federal, State, and Local governments, foundations, corporations or private organizations or persons on behalf of Tribe; and to advise and consult with representatives of DOI on all activities of Department that may affect Snoqualmie Indian Tribe.
- To manage all economic affairs and enterprises of Tribe in accordance with terms of Constitution laws of tribe.
- To promote public health and education, to cultivate and preserve native arts, culture, and Indian ceremonies; encourage Indian handicrafts, and administration of charity, conservation and utilization of natural resources, and such other services which may contribute to social development of Tribe
- Strengthen government to government relationships
- Collaborate with executive staff to recruit and retain staff
- Set goals and annual expectations including projected budgets, forecast, executing strategic plans and operate effectively in service of Tribe.

- Review, provide direction, and approve Tribal budgets in line with required deadlines.
- Completed paperwork, recognizing discrepancies and promptly addressing for resolution
- Saved by implementing cost-saving initiatives that addressed long-standing problems
- Used critical thinking to break down problems, evaluate solutions and make decisions
- Resolved problems, improved operations and provided exceptional service

02/2015 to 05/2016 **Resident Aide**

**Tulalip Tribes** – Tulalip , WA

- Assisted patients with handling daily chores and errands by transporting to appointments, cleaning personal spaces and purchasing supplies.
- Interacted kindly with patients and families and displayed positive, outgoing attitude, resulting in establishment of long-term, professional relationships.
- Monitored and maintained cleanliness, sanitation, and organization of assigned station and service areas.
- Kept close eye on behavior and emotional responses of clients to address concerns and protect each person from harm.
- Planned, prepared and served meals and snacks according to prescribed diets.
- Cooked tasty, nourishing meals for patients to promote better nutrition.
- Encouraged patients to participate in safe physical activity to help boost mood and improve overall wellness.
- Recognized and reported abnormalities or changes in patients' health status to case manager.
- Offered support for client mental and emotional needs to enhance physical outcomes and overall happiness.
- Coordinated daily medicine schedules to help clients address symptoms and enhance quality of life.
- Shopped for groceries regularly in order to keep house stocked with necessities.

01/2013 to 01/2015 **Senior Provider**

**Muckleshoot Tribe** – Auburn , WA

- Assisted with dressing guidance, grooming, meal preparation and medication reminders.
- Assisted clients with daily living needs to maintain self-esteem and general wellness.
- Built strong relationships with clients to deliver emotional support and companionship.

- Cleaned house, ran errands, managed laundry and completed weekly grocery shopping.
- Engaged patients in meaningful conversation, socialization and activity while providing personal care assistance.
- Maintained clean personal areas and prepared healthy meals to support client nutritional needs.
- Supported clients with mental support and physical activities to accomplish quality of life and sustain needs.
- Provided safe mobility support to help patients move around personal and public spaces.
- Transported individuals to events and activities, medical appointments and shopping trips.
- Provided transportation to doctor's appointments, grocery stores, salons and barbershops.
- Planned healthy meals, purchased ingredients and cooked meals to provide adequate nutrition for client wellbeing.

## **EDUCATION**

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05/2017	<b>Ministry: Pre-ministerial Studies</b> <b>Ever Increasing Word Training Center - Darrow, LA</b>
06/1983	<b>High School Diploma</b> <b>Lakes High School - Lakewood, WA</b>

## **ADDITIONAL INFORMATION**

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Current YMCA Board member in Snoqualmie  
 Current Elder Council member with Chief Seattle Club  
 Current Encompass Board member in Snoqualmie  
 Current Seaboard member of Snoqualmie Casino

# Indigenous Advisory Council

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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 02901, **Version:** 1

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Reappointment of Jeremy Takala as member, Indigenous Advisory Council, for a term to July 31, 2026.

The Appointment Packet is provided as an attachment.



## City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Jeremy Takala</i>		
<b>Board/Commission Name:</b> <i>Indigenous Advisory Council</i>		<b>Position Title:</b> <i>Member</i>
<input type="checkbox"/> <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> 8/1/2024 <b>to</b> 7/31/2026  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
<b>Residential Neighborhood:</b> <i>NA</i>	<b>Zip Code:</b> <i>98948</i>	<b>Contact Phone No.:</b> [REDACTED]

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

**Background:**

*Jeremy Takala, known as Pax'una'shut in the Yakama Nation hails from the Kahmiltpah Band (Rock Creek) located on the Columbia River, while also a proud descendant of Hopi. He was nominated in 2020 to serve as a Tribal Councilman for Confederated Tribes and Bands of the Yakama Nation. Councilmember Takala chairs the Fish and Wildlife & Law and Order Committees, serves as Secretary of Legislative Committee, and is a member of Heath, Employment and Welfare Committee. Prior to his time in office, he worked 12 years for the Yakima Klickitat Fisheries Project (YKFP) at the Klickitat River Research Monitor Evaluate as a fisheries technician. His hands on training and Washut upbringing has contributed to his skillset as a CRITFC Commissioner with the Nez Perce, Umatilla and Warm Springs Tribes. He is passionate about upholding up his tribes Treaty Rights with the federal government and protecting resources for those yet unborn.*

*Jeremy was raised in Goldendale, WA and is a proud member of the Rock Creek Longhouse. Learning to drum and provide for the longhouse at an early age is a tribute to his elders who have passed on their traditional educations. He continues to carry on old-style values with his wife Kim, their two sons Tyler and Clint and infant daughter Nena, as well as numerous nieces, nephews, and extended community participants. When time allows between his son's baseball and basketball schedules he finds time to display his Round Bustle style of dance on the Pow-Wow circuit, with his boy's right behind mimicking his every move. He has lead students to national conferences as part of the Big River Council and has been an instrumental presence in local schools and parent committees as a voice for Native representation.*

*Jeremy's passion has always been in the mountains gathering traditional foods and medicines, hunting, fishing and practicing the ways of time immemorial. He resides as a stewardship for future generations to understand and defend natural foods, streams and animals. Striving to carry out the visions of past leadership while embarking on ways to preserve natural laws in the contemporary world. Jeremy attributes his large family and Longhouse gatherings as a reason for his achievements and for preparing him to be a team player, "it takes a village". When called upon by the elders to take the helm, he graciously accepted their words of encouragement and stepped into his governance role.*

**Authorizing Signature (original signature):**



**Date Signed (appointed):** 5/22/2024

**Appointing Signatory:**

Bruce A. Harrell

Mayor of Seattle

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

# JEREMY TAKALA

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## FOCUSED SKILL SETS

---

- Policy & Team Leadership
- Public Speaking
- Strong Communication
- Organizational Administration
- Project Planning
- Team Collaboration
- Creative Problem-solving
- Risk Assessment
- Resource Management
- Technology Savvy

## REFERENCES

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JOE ZENDT  
Fish Biologist  
Yakama Nation  
[REDACTED]

BILL SHARP  
Fisheries Analyst  
Yakima/Klickitat Fisheries  
Project  
[REDACTED]

LINDA HAY  
Goldendale United Methodist  
Church  
[REDACTED]

## EMPLOYMENT

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### **Confederated Tribes & Bands of the Yakama Nation Toppenish, Washington**

Tribal Councilmember (Feb. 2020 – current) Serves on the following governance committees: Law and Order, Officer – Secretary; Fish & Wildlife, Member; Veterans, Member; and, Legislative, Member. Responsible for overseeing tribal government programs and services provided by the police and public safety personnel, Justice Services Department, Tribal Court, Offices of Prosecutor and Public Defender, the regulatory Gaming Commission, and the Natural Resources' divisions for fishery management, fire response, environmental resource protection.

### **Columbia River Inter-Tribal Fish Commission Portland, Ore.**

Chairman (Feb. 2020 – Feb. 2021) Responsible for setting the business agenda of the delegates from the four Columbia River Treaty Tribes and facilitating the policy objectives set for the Commission personnel.

### **Yakama Nation Yakima/Klickitat Fishery Project Klickitat, Wash.**

Fish Technician III (Mar. 2008 – Feb. 2020) Supported the research, monitoring, and fishery evaluation team for Spring/Fall Chinook and Coho in the Klickitat River and Columbia River tributaries. Involved in trapping and trans relocation of species, provided important survey data, contributed to food web studies, worked in the field to pit tag fish, and attended trainings with the National Fish and Wildlife Association.

### **Yakama Nation Housing Authority Wapato, Wash.**

Maintenance & Construction Laborer (2004 –2008) Responded to construction needs and maintenance work encompassing framing, roofing, and weatherization for residents in the tribal housing developments at multiple sites on the Yakama Reservation and in the off-Reservation communities.

## EDUCATION & COMMUNITY INVOLVEMENT

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### **Rock Creek Longhouse**

**Columbia River, Wash.** (2017 – current)

Drummer, singer, and Ichishkiin-language speaker (Rock Creek Band dialect) for tribal services, feasts and gatherings. Leader of the Big River Youth Council and responsible for chaperoning National Guidance travel.

### **Yakima Valley Community College**

**Yakima, Wash.** (2004 – 2006) Associates Degree, general requirements.

*Activities:* Tiinma Club (Native Student Assoc.)

### **Goldendale High School**

**Goldendale, Wash.** (2000 – 2004) Graduation Diploma

*Activities:* Baseball and DECA.

# Indigenous Advisory Council

Nine Members: Pursuant to [Ordinance 126512](#), all members subject to City Council confirmation, one – and two-year terms for the initial round of appointments, two-year terms thereafter:

- 5 City Council-appointed
- 4 Mayor-appointed

## Roster: \*Updated 5/20/24

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
4	M		1	Tribal member-WA	Donny Stevenson	8/1/23	7/31/25	2	City Council
4	M		2	Tribal member-WA	Jay Mills	8/1/24	7/31/26	2	City Council
4	M		3	Tribal member-Any	Jeremy Takala	8/1/24	7/31/26	2	Mayor
4	F	D2	4	Indigenous Youth	Megan Castillo	8/1/23	7/31/25	1	Mayor
4	F		5	Indigenous Elder	Suzanne Sailto	8/1/24	7/31/26	2	City Council
4	F		6	Urban Native Org	Esther Lucero	8/1/23	7/31/25	2	City Council
4	M		7	Urban Native Org	Derrick Belgarde	8/1/24	7/31/26	2	City Council
4	F		8	Urban Native Org	Asia Tail	8/1/23	7/31/25	2	Mayor
4	F	D5	9	Urban Native Org	Jaci S. McCormack	8/1/24	7/31/26	2	Mayor

### SELF-IDENTIFIED DIVERSITY CHART

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

#### Key:

**\*D** List the corresponding *Diversity Chart* number (1 through 9)

**\*\*G** List *gender*, **M**= Male, **F**= Female, **T**= Transgender, **NB**= Non-Binary **2S**= Two Spirit **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 02902, **Version:** 1

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Reappointment of Luther F. Mills Jr. as member, Indigenous Advisory Council, for a term to July 31, 2026.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> Luther F. Mills Jr. "Jay"		
<b>Board/Commission Name:</b> Indigenous Advisory Council		<b>Position Title:</b> Member
<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 checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	<b>Term of Position: *</b> 8/1/2024 <b>to</b> 7/31/2026  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
<b>Residential Neighborhood:</b> NA	<b>Zip Code:</b> 98370	<b>Contact Phone No.:</b> [REDACTED]
<p><b>Background:</b> Luther "Jay" Mills, Suquamish Tribal Member, and elected Tribal Council Member, has served more than 25 years on Council, and has been employed with the Suquamish Tribe and its economic agency, Port Madison Enterprises, for more than 45 years—serving in several different capacities, but most recently as Port Madison Enterprises Ambassador.</p> <p>Jay has more than 25 years of experience in Tribal Government overseeing government operations such as administration, human services, the Dept. of Community Development, legal, law enforcement, Tribal court, wellness, education, health benefits, and government-to-government relations with local cities, counties, Washington state, and the U.S. government.</p> <p>Jay is also a commercial fisherman with a wealth of knowledge in gathering and preserving Salish Sea seafood for over 50 years! Jay has been teaching Chief Kitsap Academy students in the traditional ways to cook and preserve seafood he learned from his great grandmother, Cecelia Jackson. He and his wife Joanie have raised five amazing children, as well as 19 grandkids!</p> <p>Jay's leadership roles on boards and committees include: Suquamish Tribal Council (elected), Kitsap Economic Development Board (appointed), Washington Economic Development Association (member), Bremerton Chamber Board Member (appointed), Visit Kitsap Peninsula Board Member (appointed), Suquamish Foundation Board Member (appointed), Chief Kitsap Academy School Board Member (appointed), and Leadership Kitsap Board Member (former).</p>		
<b>Authorizing Signature (original signature):</b> 		<b>Appointing Signatory:</b> Councilmember Dan Strauss
<b>Date Signed (appointed):</b> 6/4/2024		

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

# Luther F. Mills Jr. (Jay)

## OBJECTIVE

Enrolled Suquamish Tribal Member, and Elected Official of the Suquamish Tribal Council with 25 years' experience in Tribal Government and Enterprise work. Seeking an opportunity to strengthen and influence diversity by serving on the Seattle Indigenous Advisory Board.

## EDUCATION —

West High, Bremerton, WA

## EXPERIENCE

*2017-Current*

Ambassador • Port Madison Enterprises, Clearwater Casino Resort

*2017-2004*

General Manager • Kiana Lodge, Port Madison Enterprises

*1999-2004*

Slot Manager • Port Madison Enterprises, Clearwater Casino Resort

*1994-2004*

Bingo Manager • Port Madison Enterprises, Clearwater Casino Resort

## KEY SKILLS —

Senior Executive Manager  
Program & Site Management  
Networking & Volunteerism  
Strategic Planning  
Leadership Development  
Project Management  
Communication Skills

## COMMUNICATION

Ocean to Table Project, Chief Kitsap Academy  
Since Time Immemorial Curriculum Lecturer  
Canoe Journey Traditional Foods Coordination  
Suquamish Seafood's Enterprise Liaison, Tribal Council  
Suquamish Tribal Court Liaison, Tribal Council

## LEADERSHIP

Suquamish Tribal Council Member (elected)  
Bremerton Chamber Board Member (appointed)  
Visit Kitsap Peninsula Board member (appointed)  
Kitsap Economic Development Board Member (appointed)  
Washington Economic Development Association Member  
Suquamish Foundation Board Member (appointed)  
Chief Kitsap Academy School Board Member (appointed)

## REFERENCES

Available upon request



# Indigenous Advisory Council

Nine Members: Pursuant to [Ordinance 126512](#), all members subject to City Council confirmation, one – and two-year terms for the initial round of appointments, two-year terms thereafter:

- 5 City Council-appointed
- 4 Mayor-appointed

## Roster: \*Updated 5/20/24

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
4	M		1	Tribal member-WA	Donny Stevenson	8/1/23	7/31/25	2	City Council
4	M		2	Tribal member-WA	Luther F. Mills Jr. "Jay"	8/1/24	7/31/26	2	City Council
4	M		3	Tribal member-Any	Jeremy Takala	8/1/24	7/31/26	2	Mayor
4	F	D2	4	Indigenous Youth	Megan Castillo	8/1/23	7/31/25	1	Mayor
4	F		5	Indigenous Elder	Suzanne Sailto	8/1/24	7/31/26	2	City Council
4	F		6	Urban Native Org	Esther Lucero	8/1/23	7/31/25	2	City Council
4	M		7	Urban Native Org	Derrick Leonard Belgarde	8/1/24	7/31/26	2	City Council
4	F		8	Urban Native Org	Asia Tail	8/1/23	7/31/25	2	Mayor
4	F	D5	9	Urban Native Org	Jaci McCormack	8/1/24	7/31/26	2	Mayor

### SELF-IDENTIFIED DIVERSITY CHART

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

#### Key:

\*D List the corresponding *Diversity Chart* number (1 through 9)

\*\*G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary 2S= Two Spirit 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 02881, **Version:** 1


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Appointment of Mark M. Gantar as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> Mark M. Gantar		
<b>Board/Commission Name:</b> Seattle International Affairs Advisory Board		<b>Position Title:</b> Member
<input checked="" type="checkbox"/> Appointment OR <input 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> 5/1/2024 to 4/30/2026  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
<b>Residential Neighborhood:</b> Kirkland	<b>Zip Code:</b> 98033	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b>  <b>Mark Gantar, President, Consular Association of Washington/Honorary Consul of Ethiopia</b> Mark Gantar is a global economic development leader as the Honorary Consul for Ethiopia in Seattle with diverse experience in growing business operations and facilitating complex public-private investment both in the U.S. and Africa. He is a seasoned professional in the information technology field starting out as a system engineer and eventually running his own technology company for the past couple decades. In his diplomatic role as Honorary Consul for Ethiopia, he has international experience with overseas business operations and foreign direct investment (FDI). This experience in FDI led him to a passionate effort to improve our planet and global environment by becoming deeply involved in a business that is seeking to eliminate waste plastic and end of life tires from the planet. As the board chairman of USWTE Investments, Mark has been leading an effort to clean up our planet in an economically viable and sustainable way. He is an active member of the Seattle area business and cultural community participating in numerous volunteer, philanthropic, and business efforts that support the greater Seattle region.		
<b>Authorizing Signature (original signature):</b>   <b>Date Signed (appointed):</b> 4/1/2024	<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.

## MARK M. GANTAR

### **PROFESSIONAL SUMMARY:**

Dynamic, results-oriented leader with diverse international and U.S. experience in various industries with a focus on green technology and high value recycling and waste management. Strong track record of sales performance in various business units in large companies and as a managing partner in multiple medium size businesses. Responsibilities included overall management of all business aspects of various companies in the recycling field, IT field, and manufacturing. Mr. Gantar used his technical knowledge and deep business experience to contribute to enterprise organizations with a focus on sales and operational efficiency successfully with numerous fortune 100 organizations. In addition, he successfully worked with the U.S. government to secure numerous contracts, grants and loans including the General Services Administration (GSA) contract that pre-qualifies one of his companies to contract with any U.S. governmental agency globally.

Mr. Gantar is a recognized diplomat by the United States State Department holding diplomatic immunity and government security clearance in certain areas. As the Honorary Consul for Ethiopia in Seattle, he is a board member of the Consular Corp in Washington and participates actively in political and diplomatic affairs in Washington DC and Washington State.

### **PROFESSIONAL EXPERIENCE:**

#### **US WTE Investments**

##### **Executive Board Chairman**

**Seattle, Wa**

**2018-Present**

As one of the founders of US WTE Investments, he had the co-vision to build an organization that focuses on US green related and waste processing technologies for the good of humanity. The company was setup to find, develop and facilitate US related environmentally positive technologies globally with a vision to pushing US policy and foreign investment for the good of democracy and to specifically combat predatory lending practices of US adversaries. His roles include the evaluation of technology, project site identification, financial modeling, branding, investment decisions, personnel management, proposal development, and investment banking relations to name a few of his tasks.

#### **Green Envirotech Holdings**

##### **President**

**Oakdale, Ca**

**2016-Present**

Green EnviroTech Holding Corp. (OTC: GETH) is waste processing technology company. The company was setup to find, develop and implement practical, economical solutions to address environmental issues associated with the production of waste plastics and end of life tires and to create jobs and stimulate economic growth in the local communities where we operate as we strive to achieve this mission on our planet. Our environmentally sustainable pyrolysis technology converts used tires or waste plastics into valuable commodities, carbon black, steel and oil. Green EnviroTech will then sell these commodities, turning an environmental nightmare into a potential profit center. Mr Gantar's roles and responsibilities included.

- Financial management
- Personnel management and motivation

- Managing the public stock and press releases
- Participating on the board
- Financial modeling and proposal development
- Managing the reporting for the public company to the SEC
- Raising of capital

### **ArcSoft Consulting**

#### **Chief Executive Officer & Managing Partner**

**Bellevue, WA**

**2011-Present**

ArcSoft provides technology based consulting and staffing along with international consulting with business operations and sales. Clients for ArcSoft include Microsoft, Starbucks, and Group Health, as well as U.S. federal agencies such as the Secret Service, Veterans Administration and the US Navy. ArcSoft's international focus has been on Africa and specifically the country of Ethiopia where ArcSoft continues to pursue numerous technology based projects. Mr. Gantar manages and oversees the following roles and responsibilities:

- CEO and sole owner of the company responsible for oversight on all aspects of the business including financials, sales, project delivery and operations
- Established General Services Administration (GSA) contract
- Developed a proposal response process and system that is used to quickly and efficiently respond to Governmental bids, ensuring risk is mitigated, time is allocated to the "right" bid, and sales are optimized
- Served as training instructor delivering various classes to Government agencies in business intelligence and cyber security.
- Developed technical training content for Microsoft's Power BI product,

### **International Business Development**

- Architected and drove a large ICT based program designed to close the technology gap that exists in third world countries specifically, African nations, utilizing cloud and collaboration technologies. This was a large train the trainer program whereby teachers were taught computer literacy and programmatic technology procedures designed to enhance their technology prowess.
- Partnered with international organizations such as the US State Department, OPIC, World Bank, USAID, African Development Bank, and DFID to raise funding and facilitate investment and financial support for various developmental projects
- Sold and delivered various types of technical training with Microsoft based technologies such as system center, MDOP, SharePoint, and Business Intelligence in virtually all continents across the globe

### **National Standard Finance**

#### **Managing Director, Africa**

**2015-2018**

As the managing director, Mr. Gantar is responsible for business and corporate development, specializing in Foreign Direct Investment. Mr. Gantar has developed and managed relationships with government sovereigns, banks, and local corporations. Mr. Gantar's deep finance and currency knowledge has put him in the position to design multiple financial programs to solve problems within the constraints of these third world countries. Mr. Gantar regularly travels to numerous African countries to meet with government leaders, members of the business community, and major infrastructure project sponsors. Responsibilities and accomplishments include:

- Working with banks across the globe to negotiate guarantees and put together syndications
- Providing financial management and accounting supervision

- Meeting with ministries of finance to discuss infrastructure needs and funding for development
- Coordinating various forms of letters of credit
- Setting up a financing program in Ethiopia designed to increase hard currency and private investment in the country
- Establishing the financing structure for a ½ billion USD housing project in Kenya using multi-lateral support and a syndication of banks

**SQLSoft Consulting Group**

**Managing Partner**

**Bellevue, WA**

**2005-2011**

SQLSoft Consulting Group was a consulting and training arm for SQLSoft training. SQLSoft has delivered quality training and consulting services in the Pacific Northwest, nationally, and internationally for 25 years. SQLSoft was one of the largest technical training organizations on the west coast until they were purchased in 2011 by QuickStart. SQLSoft was a Microsoft® Gold Certified Partner for Learning Solutions. Mr. Gantar manages and oversees the following roles and responsibilities:

- Managing partner for SQLSoft Consulting responsible for oversight on all aspects of the business including financials, sales, project delivery, and operations
- Set up a direct and indirect sales team that focused on Seattle IT staffing and training and our relationship with Microsoft
- Built the company of SQLSoft from 0 to over 5 million in sales in less than 3 years
- Acted as a backup instructor teaching technical programming class including Team Foundation Server, Project Management, Business Intelligence and .NET Development.
- Developed various training materials in technologies such as HyperV, MDOP and other Microsoft technologies.

**Venturi Technology Partners/Best Consulting**

**Solutions Sales Director & Systems Engineer**

**Boise, ID and Seattle, WA**

**1994-2004**

Venturi Technology Partners was a billion dollar technology consulting organization with various technical specialties. Venturi had branch locations in 40 out of the 50 states and had approximately 2,500 employees. Mr. Gantar’s roles and responsibilities during his 10 years of employment here include the following:

- Served as an account manager in sales, developing large private and public clients for the company raising his client’s sales from 3 million to 7 million in 2 years.
- Supervised the proposal response team including the management of 50+ direct employees and 150-200 sales people that were required to follow the proper processes established by the company
- Directed the operations for the Business Intelligence practice, which employed around 20 individuals, including both instructors and developers, and specialized in Crystal Reports and Business Objects. Increased sales and turn the organization profitable in 3 months.
- Served as the primary sales person and program manager for numerous Business Intelligence projects and training classes for such clients as T-Mobile and Boeing
- Designed, managed and helped develop a C# application to automate the proposal development process. This application was developed to incorporate the saved boilerplate narratives and apply them as appropriate depending upon the proposal that was needed. This was deployed company-wide to all 60 offices in the United States

**Kastle Chocolate**

**Chairman/Owner**

**Boise, ID**

**1994 – 2001**

This confectionary manufacturing company ran in conjunction with the employment above at Venturi Technology Partners. Kastle Chocolate was a wholesale custom molding and confectionary production factory.

- Chief Executive Officer and shareholder for the company and functionally oversaw the operations
- Wrote and developed a full Manufacturing Engineering System to manage the production and operations of the company
- Created a piecework system where employees were compensated based on their production
- Utilized patented molding technologies to apply images to products that were completely edible
- Employed as many as 100 people setting up the shop floor and operations from the tempering of the chocolate to the wrapping of the final product
- Designed and was the decision maker the type of equipment used
- Raising Capital
- Ran the sales team specifically through the Advertising Specialty Institute

## **Electronic Data Systems**

### **Systems Engineer**

**Boise, ID**

**1990 –1994**

Electronic Data Systems (EDS) is a billion dollar organization started by Ross Perot that was eventually bought out by General Motors. EDS is known for its training program for system engineers and for being a large outsourcing organization for Government clients.

- Wrote various applications and enhancements to the Idaho Medicaid system typically using COBOL or CICS in an MVS mainframe environment
- Enhanced and fixed such systems as prior authorization, claims adjudication, diagnosis codes, and data entry
- Completed the system engineer training program and stayed on another 3 months to serve as an instructor
- Performed on-call duties during the nightly execution of the Medicaid claims processing systems
- Wrote Visual Basic applications that provided more object oriented interfaces to the claims data

### **TECHNICAL EXPERTISE:**

**Operating Systems:** Windows, Linux, UNIX, OS/2, Windows Server

**Databases:** SQL Server, Sybase, MS Access, Paradox, DB2

**Development Tools:** MS Visual Studio, Team Foundation Server, .NET, PowerBuilder, Business Objects, SSAS, SSIS, SSRS

**Applications:** Navision, Microsoft CRM, SalesForce, Quick Books, Peachtree, Crystal Reports, Visio

**Multimedia:** SilverLight, Java Media Framework

**Languages:** Visual Basic, C, C++, SQL, XML, HTML, Pascal, Assembly, COBOL, CICS, VBA

**Networking:** System Center, OS/2 LAN Server, LAN/WAN, TCP/IP, UNIX Server, Novell Netware

### **CLIENTS SERVED:**

- |   |  |
|---|--|
| ❖ MicroSoft   | ❖ US Veterans Administration             |
| ❖ Starbucks Coffee Company  | ❖ US Navy at Keyport (Submarine Station) |
| ❖ National Credit Union Administration<br>(NCUA, US federal agency) | ❖ Boeing Aerospace                       |
| ❖ Amazon  | ❖ Washington Transportation Department   |
| ❖ Group Health  | ❖ US Bank                                |
| ❖ US Secret Service   | ❖ Walt Disney Corporation                |
| ❖ US Department of Homeland Security                                | ❖ USAID                                  |
| ❖ Micron Electronics  | ❖ US Army Reserves                       |
| ❖ Hewlett Packard   |  |

### **EDUCATION:**

College of Idaho, Caldwell Idaho

1990 ▪ BA Management Information Systems and Finance.

### **REFERENCES:**

Available upon Request



# Seattle International Affairs Advisory Board

30 Members: Pursuant to *Seattle Municipal Code 3.14.470*, 12 members subject to City Council confirmation, 2-year terms:

- 1 City Council-appointed
- 11 Mayor-appointed
- 4 Other Appointing Authority-appointed (specify): SMC

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
	F		1.	Seattle-Surabaya	June Cutler	5/1/24	04/30/26	1	SMC
	F		2.	Seattle-Limbe	LueRachelle Brim Atkins	5/1/24	04/30/26	1	SMC
6	F	4	3.	OIR, City of Seattle	Stacey Jehlik	5/1/24	04/30/26	2	SMC
	M	N/A	4.	Greater Seattle Partners	Josh Davis	5/1/24	04/30/26	1	SMC
	F	4	5.	Seattle City Council	Maritza Rivera	5/1/24	N/A	1	Council President
6	M	3	6.	UW, Jackson School	Monique A. Thormann	5/1/24	04/30/26	1	Mayor
6	M	7	7.	Visit Seattle	Liz Johnson	5/1/24	04/30/26	1	Mayor
	F	1	8.	UW, FIUTS	Era Schrepfer	5/1/24	04/30/26	1	Mayor
6	M	6	9.	Consular Association of Washington	Mark M. Gantar	5/1/24	04/30/26	1	Mayor
	M	1	10.	Amazon	Michael A. Harold	5/1/24	04/30/26	1	Mayor
6	F	N/A	11.	World Affairs Council	Jacqueline McLaren Miller	5/1/24	04/30/26	2	Mayor
	F	3	12.	Gates Foundation	Heather Yang Hwalek	5/1/24	04/30/26	1	Mayor
6	M	6	13.	Rotary International	David B. Woodward	5/1/24	04/30/26	2	Mayor
6	F	3	14.	Port of Seattle	Karin Zaugg Black	5/1/24	04/30/26	2	Mayor
1	F	N/A	15.	Small Business Development Center	Ellie He	5/1/24	04/30/26	1	Mayor
6	M	5	16.	Seattle Public Schools	Noah Zeichner	5/1/24	04/30/26	1	Mayor

## SELF-IDENTIFIED DIVERSITY CHART

	(1)		(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)	
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial					
Mayor	6	5			1					8								
Council	0	1																
Other	1	3																
<b>Total</b>	<b>7</b>	<b>9</b>			<b>1</b>					<b>8</b>								

## Key:

- \*D List the corresponding *Diversity Chart* number (1 through 9)
- \*\*G List *gender*, M = Male, F= Female, T= Transgender, U= Unknown



Legislation Text

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**File #:** Appt 02882, **Version:** 1


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Appointment of Michael A. Harold as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> Michael A. Harold		
<b>Board/Commission Name:</b> Seattle International Affairs Advisory Board		<b>Position Title:</b> Member
<input checked="" type="checkbox"/> Appointment OR <input 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> 5/1/2024 to 4/30/2026 <input type="checkbox"/> Serving remaining term of a vacant position	
<b>Residential Neighborhood:</b> West Seattle	<b>Zip Code:</b> 98136	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b> Michael Harold is a Sr Policy Advisor at Amazon. In that capacity, Michael serves in a Chief of Staff role to Amazon’s Vice President for International Public Policy (IPP) & Government Affairs to help drive policy impact for priority campaigns. He leads a team focused on policy development and coordination, multilateral engagements, executive-to-policymaker interactions, and ops. These efforts help facilitate Amazon’s (non-AWS) policy and government affairs work across Europe, Turkey, the Middle East and Africa, India, and wider Asia Pacific, in support of Amazon’s global consumer and digital businesses. Michael’s team is also responsible for leading Amazon’s visiting international policymakers and delegations programs in Seattle. The majority of Michael’s career was on Capitol Hill, where he served as the Legislative Director for the ranking member and chair of the House Ways & Means Trade Committee, focusing on international trade, foreign policy, and defense-related issues. Under Michael, Rep. Blumenauer secured the second highest “Legislative Effectiveness” score in the House, illustrating a keen ability to not only craft policy, but successfully drive bills through the legislative process. He hails from Portland, OR, found himself in DC and Boston for over a decade, and now proudly calls (West) Seattle home. Michael obtained his bachelors from American University and his masters from Tufts’ Fletcher School of Law and Diplomacy. When not working, you’ll find Michael with his wife and their two young daughters seeking adventure both far and near.		
<b>Authorizing Signature (original signature):</b>  <b>Date Signed (appointed):</b> 4/1/2024	<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.

# Michael A. Harold

██████████ | Seattle, WA

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## Public Policy, Government Affairs, and Communications Professional

Seasoned international policy, government affairs, and communications professional with 15+ years of providing strategic counsel to leaders and executives, managing large and complex teams + campaigns in both the private- and public-sectors, and representing U.S. government and corporate leaders at the highest levels. Extensive experience in domestic and foreign policy, digital policy, international trade, negotiations, multi-stakeholder engagement, crisis management, reputational positioning, and directing sophisticated issue and brand management at the local, state, federal, and international levels in the U.S. and abroad. Always with friends on both sides of the aisle. Excellent planner, but just as good at improvising. Lover of family, long runs, roughing it, and the great outdoors.

## Selected Achievements

- Serving in a Chief of Staff role to Amazon’s Vice President for International Public Policy (IPP) & Government Affairs, helping drive policy impact for priority campaigns, working across business, policy, and legal leadership teams to enable policy development and coordination, multilateral engagements, executive-to-policymaker interactions, and ops. These efforts help facilitate Amazon’s (non-AWS) policy and government affairs work across Europe, Turkey, the Middle East and Africa, India, and wider Asia Pacific, in support of Amazon’s global consumer and digital businesses.
- Served as the Legislative Director for the Chairman of the House Ways & Means Trade Subcommittee:
  - Authored and passed key provisions of the US OUTDOOR and RAIN Acts to protect against counterfeits and reduce trade barriers, reduced tariffs and modified rules of origin in the TPP and proposed T-TIP agreements, and strengthened Section 301 enforcement provisions.
  - Authored and passed the STRONGER Act, creating the first USG-wide Trade Enforcement and Capacity Building Fund, which more than doubled – to \$30 million – the resources available for both the enforcement and implementation of our trading partners IP, labor, environment, and other trade agreement-related obligations.
  - Led long-term efforts culminating in the establishment of ex officio border enforcement against all suspected counterfeit goods in a US-Mexico-Canada (USMCA) trade agreement.
- Led a bipartisan, multi-year effort to pass a Water for the World Act, one of the only major pieces of foreign aid reform to become law during the Obama administration.
  - The Harvard Kennedy School’s Ash Center for Democratic Governance and Innovation selected this effort to be part of [a groundbreaking package of cases, simulations, and exercises](#) for teaching effective legislative negotiation and how to work across the aisle.
- With a bias for action, I helped Representative Blumenauer secure the second highest Legislative Effectiveness Score among House Democrats and pass more bills and amendments into law than 90 percent of his peers while serving as his Legislative Director.
- Selected by peers and professors at the Fletcher School of Law and Diplomacy, Tufts University, to deliver the graduate student commencement address.

## Relevant Professional Experience

### Sr. Policy Advisor, Exec Office, International Public Policy (IPP) Amazon – Seattle, WA

Feb 2021 – Present

- Help drive progress on priority policy campaigns across a 170+ person org, located in 29+ countries, focused on business lines related to retail and ops, global store and global selling, devices, digital and entertainment, health and pharma, payments, advertising, tax, product safety, customer trust, sustainability, and Kuiper.
- Improve customer experience by prioritizing the maintenance of a fair and conducive operating and investment environment, ensuring a level playing field, engaging on relevant emerging legislation and regulation, and externally representing Amazon proactively to IPP governments and wider influencers as a thoughtful and responsible corporate citizen, an attractive foreign investor, and a credible public policy partner.
- Lead a team responsible for hosting all international policymaker delegation visits to the U.S. from IPP regions, U.S.-based diplomatic corps engagements, and multi-stakeholder engagements (e.g., U.N., OECD, G7, G20).

### Director of Communications and Civic Engagement City of Seattle, Department of Transportation – Seattle, WA

March 2020 – Jan 2021

- At the time, Seattle was the fastest growing major city in the US over the last decade, investing more in infrastructure upgrades and public transit than any other sizable city in the country. Leading a team of 35+ staff, worked with the Mayor of Seattle’s office, City Council, Port of Seattle, King County Commissioners, State legislators, WA’s U.S. Congressional delegation, federal agencies, civic and community organizations, and the media to secure the trust necessary to build a more livable, equitable, inclusive city as it strove to catch up after a decade of rapid growth.

**Director of Public Affairs, US West + Canada**  
**WeWork – Seattle, WA**

**Feb 2018 – Feb 2020**

- Led WeWork's Public Affairs team across the U.S. West and Canada. Responsible for leading all public policy, government affairs, media relations, and communications, while also overseeing strategic partnerships, campaigns, consultant contracts, and civic events. Focused on building customer trust by coordinating key policy and communications objectives across a global team, representing 100+ cities, housed in many time zones and cultures, to align on shared business goals, while creating space for unique development approaches that reflected diverse regulatory markets and policy landscapes.

**Teaching Fellow**

**Jan 2016 – Dec 2017**

**Harvard-Tufts-MIT Project on Negotiations, Water Diplomacy – Cambridge, MA**

- A small number of grad students at Tufts, Harvard, and MIT were selected to help organize and facilitate a series of Water Diplomacy Workshops. Fellows developed research materials, presentations, role-plays, discussion groups, and programming for a series of professional development trainings. Led by Harvard-Tufts-MIT faculty, the focus was on intensive workshops for diplomats and water policy experts from around the world to provide the negotiating, mediation, and campaigning skills necessary to resolve transboundary water conflicts. An example of a workshop outcome was follow-on mediation in the Jordan River Valley which yielded a (now public) Jordan-Israel-Palestine water sharing agreement.

**Legislative Director, U.S. Congress**

**June 2007 – Jan 2016**

**Ways & Means Trade Subcommittee, The Honorable Earl Blumenauer (D-OR) – Washington, DC**

- *Strategic Planning*: Developed, implemented, and managed a successful legislative process, enabling the Congressman to earn the second highest Legislative Effectiveness Score amongst House Democrats.
- *Policy Management and Legislation*: Keen legal, procedural, political, and policy acumen enabled drafting and passage of many important bills such as the Livability Standards for all DoD Installations, the Water for the World Act, the Iraq and Afghan Allies Protection Act, the STRONGER Act, and the Transparency in Nuclear Modernization Act, all demonstrating critical thinking and cross-sector integration
- *International Trade Policy*: Legislative Director to former Chairman of the Ways & Means Trade Subcommittee. Led efforts to reform AGOA, improve customs enforcement and trade facilitation, shape and pass Trade Promotion Authority, increase IP protections for U.S. manufacturers, serve as key voice for House Democrats in trade negotiations at home and abroad.
- *Communications*: Oversaw entire legislative office, including comms team and speechwriting, enabling me to drive policy through communications or secure earned media through new policy initiatives. Drafted op-eds, LTEs published in the Post, NYT, WSJ. Authored speeches for high-level events
- *Policy Campaigns*: Managed or staffed daily meetings with diverse stakeholders, gaining the skills needed to advise or engage with ambassadors to Fortune 500 CEOs, human rights activists to cabinet officials, diplomatically advancing and defending the Congressman's legislative agenda, requiring excellent interpersonal skills and deep policy expertise across a multitude of issues. Ability to develop and drive national coalitions at the local, state, and federal level to effect change, as evidenced by offices high number of bills introduced and signed into law.
- *People Management*: Strategic management secured near-highest number of bills passed into law of any House Democrat during my tenure. Zero staff turnover, demonstrative of the constructive and rewarding work created as Legislative Director. Fostered office culture of tolerance and integrity by respecting alternative views and finding common ground, evidenced by the fact that over 90 percent of bills the office introduced had bipartisan support

**Education**

**Master of Arts in Law and Diplomacy**

**Dec 2017**

**Fletcher School of Law and Diplomacy, Tufts - Medford, MA**

- *Concentrations*: International Security Studies, International Trade & Investment Law, Conflict Negotiation & Mediation; Honors: Selected by peers and professors to deliver student commencement address; *GPA*: 3.86; Cabot Corporation Scholar; *Clubs*: Harvard Law and International Development Society, Fletcher Political Risk Group, Fletcher Trade Club, Middle East Dialogue.

**Bachelor of Arts: Political Science and Government**

**June 2007**

**American University - Washington, DC**

- *Concentrations*: Political Science (major) & International Security Studies (minor); *GPA*: 3.76; Pi Sigma Alpha Political Science Honor Society; *Athletics*: Men's Heavyweight Crew (Varsity: 2005-2007).

**Additional Experience**

- State Department Critical Language Scholar (Meknes, Morocco): Awarded a full scholarship to study Arabic for four months at the Arab American Language Institute. Tested out at Intermediate-High to Advanced-Low OPI proficiency in MSA.
- Vice President of Projects, Harvard Law and International Development Society (Cambridge, MA): While a student at Fletcher, developed 15 student-client projects focused on issues at the intersection of law, policy, and international development.
- Teaching Assistant, Tufts University: TA for PS11: American Politics, preparing and delivering two lectures each week to 40+ students on issues ranging from political participation, civic activism, collective action problems, federalism, the constitution, and political parties

# Seattle International Affairs Advisory Board

30 Members: Pursuant to *Seattle Municipal Code 3.14.470*, 12 members subject to City Council confirmation, 2-year terms:

- 1 City Council-appointed
- 11 Mayor-appointed
- 4 Other Appointing Authority-appointed (specify): SMC

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
	F		1.	Seattle-Surabaya	June Cutler	5/1/24	04/30/26	1	SMC
	F		2.	Seattle-Limbe	LueRachelle Brim Atkins	5/1/24	04/30/26	1	SMC
6	F	4	3.	OIR, City of Seattle	Stacey Jehlik	5/1/24	04/30/26	2	SMC
	M	N/A	4.	Greater Seattle Partners	Josh Davis	5/1/24	04/30/26	1	SMC
	F	4	5.	Seattle City Council	Maritza Rivera	5/1/24	N/A	1	Council President
6	M	3	6.	UW, Jackson School	Monique A. Thormann	5/1/24	04/30/26	1	Mayor
6	M	7	7.	Visit Seattle	Liz Johnson	5/1/24	04/30/26	1	Mayor
	F	1	8.	UW, FIUTS	Era Schrepfer	5/1/24	04/30/26	1	Mayor
6	M	6	9.	Consular Association of Washington	Mark M. Gantar	5/1/24	04/30/26	1	Mayor
	M	1	10.	Amazon	Michael A. Harold	5/1/24	04/30/26	1	Mayor
6	F	N/A	11.	World Affairs Council	Jacqueline McLaren Miller	5/1/24	04/30/26	2	Mayor
	F	3	12.	Gates Foundation	Heather Yang Hwalek	5/1/24	04/30/26	1	Mayor
6	M	6	13.	Rotary International	David B. Woodward	5/1/24	04/30/26	2	Mayor
6	F	3	14.	Port of Seattle	Karin Zaugg Black	5/1/24	04/30/26	2	Mayor
1	F	N/A	15.	Small Business Development Center	Ellie He	5/1/24	04/30/26	1	Mayor
6	M	5	16.	Seattle Public Schools	Noah Zeichner	5/1/24	04/30/26	1	Mayor

## SELF-IDENTIFIED DIVERSITY CHART

	(1)		(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)	
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial					
Mayor	6	5			1					8								
Council	0	1																
Other	1	3																
<b>Total</b>	<b>7</b>	<b>9</b>			<b>1</b>					<b>8</b>								

## Key:

- \*D List the corresponding *Diversity Chart* number (1 through 9)
- \*\*G List *gender*, M = Male, F= Female, T= Transgender, U= Unknown



Legislation Text

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**File #:** Appt 02883, **Version:** 1

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Appointment of Ellie He as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Ellie He</i>		
<b>Board/Commission Name:</b> <i>Seattle International Affairs Advisory Board</i>		<b>Position Title:</b> <i>Member</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input 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> 4/30/2026  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
<b>Residential Neighborhood:</b> Bellevue, WA	<b>Zip Code:</b> 98005	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b>  <b>Ellie He, International Trade Business Advisor, Washington Small Business Development Center</b> Ellie participates as a working member of the Washington Export Outreach Team (WEOT), a collaborative team of local, state, regional, and federal export assistance agencies that helps Washington state companies sell internationally. Ellie's background includes marketing roles at small businesses as well as global business development roles at K&L Gates, an international law firm. She also previously worked in international education in China. Ellie received her MBA from Pennsylvania State University and her M.A. in Communication Studies from the University of Montana. She is bilingual in English and Chinese Mandarin.		
<b>Authorizing Signature (original signature):</b>  <i>Bruce A. Harrell</i> <b>Date Signed (appointed):</b> 4/1/2024		<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.



# Ellie He

## International Trade Business Advisor

### WORK EXPERIENCE

**Washington Small Business Development Center (SBDC)** **Seattle, WA**  
*International Trade Business Advisor* *2019-present*

- Providing one-on-one and confidential business advising to Washington State business owners to help them sell internationally.

**Dartmoor School** **Bellevue, WA**  
*Marketing Director* *2018-2019*

- Developed a comprehensive marketing plan and international strategy for this private school.

**Aegis Gardens** **Newcastle, WA**  
*Marketing Director* *2017-2018*

- Developed a multi-channel marketing campaign, resulted in the successful opening of this luxury senior community in February 2018.

**K&L Gates LLP** **Seattle, WA**  
*Business Development Specialist - Manager* *2010-2017*

- Served as a trusted business development advisor to the lawyers, helping them identify and pursue international business opportunities.

**Yunnan Education International Exchange Center** **Kunming, China**  
*Coordinator - Program Manager* *1997-2003*

- Managed international programs for students, teachers, and government officials.

### EDUCATION

- MBA, The Pennsylvania State University, 2009
- M.A., Communication Studies, The University of Montana, 2005
- B.A., English Language and Literature, Yunnan University, 1997

### CERTIFICATES AND SKILLS

- Export and Trade Counseling Certificate, The Trade Promotion Coordinating Committee & U.S. Small Business Administration, 2019
- Certified Business Advisor, Washington Small Business Development Center, 2019
- Certificate of Training – Complying with U.S. Export Controls, U.S. Department of Commerce, 2019
- Certified Global Business Professional, NASBITE (North American Small Business International Trade Educators), expected in 2020
- Bilingual in English and Chinese Mandarin

# Seattle International Affairs Advisory Board

30 Members: Pursuant to *Seattle Municipal Code 3.14.470*, 12 members subject to City Council confirmation, 2-year terms:

- 1 City Council-appointed
- 11 Mayor-appointed
- 4 Other Appointing Authority-appointed (specify): SMC

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
	F		1.	Seattle-Surabaya	June Cutler	5/1/24	04/30/26	1	SMC
	F		2.	Seattle-Limbe	LueRachelle Brim Atkins	5/1/24	04/30/26	1	SMC
6	F	4	3.	OIR, City of Seattle	Stacey Jehlik	5/1/24	04/30/26	2	SMC
	M	N/A	4.	Greater Seattle Partners	Josh Davis	5/1/24	04/30/26	1	SMC
	F	4	5.	Seattle City Council	Maritza Rivera	5/1/24	N/A	1	Council President
6	M	3	6.	UW, Jackson School	Monique A. Thormann	5/1/24	04/30/26	1	Mayor
6	M	7	7.	Visit Seattle	Liz Johnson	5/1/24	04/30/26	1	Mayor
	F	1	8.	UW, FIUTS	Era Schrepfer	5/1/24	04/30/26	1	Mayor
6	M	6	9.	Consular Association of Washington	Mark M. Gantar	5/1/24	04/30/26	1	Mayor
	M	1	10.	Amazon	Michael A. Harold	5/1/24	04/30/26	1	Mayor
6	F	N/A	11.	World Affairs Council	Jacqueline McLaren Miller	5/1/24	04/30/26	2	Mayor
	F	3	12.	Gates Foundation	Heather Yang Hwalek	5/1/24	04/30/26	1	Mayor
6	M	6	13.	Rotary International	David B. Woodward	5/1/24	04/30/26	2	Mayor
6	F	3	14.	Port of Seattle	Karin Zaugg Black	5/1/24	04/30/26	2	Mayor
1	F	N/A	15.	Small Business Development Center	Ellie He	5/1/24	04/30/26	1	Mayor
6	M	5	16.	Seattle Public Schools	Noah Zeichner	5/1/24	04/30/26	1	Mayor

## SELF-IDENTIFIED DIVERSITY CHART

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

## Key:

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Legislation Text

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**File #:** Appt 02884, **Version:** 1


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Appointment of Heather Yang Hwalek as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> Heather Yang Hwalek		
<b>Board/Commission Name:</b> Seattle International Affairs Advisory Board		<b>Position Title:</b> Member
<input checked="" type="checkbox"/> Appointment OR <input 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> 5/1/2024 to 4/30/2026  <input type="checkbox"/> Serving remaining term of a vacant position	
<b>Residential Neighborhood:</b> Council District 3	<b>Zip Code:</b>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b>  <b>Heather Yang Hwalek, Senior Program Officer, Global Policy &amp; Advocacy, Gates Foundation</b> Heather Yang Hwalek is a Senior Program Officer at the Bill & Melinda Gates Foundation. She supports the President for Global Policy & Advocacy through cross-cutting policy and advocacy work, overseeing and developing the grants and investments portfolio for the President’s strategic reserve, and managing projects across the foundation, such as efforts to promote diversity, equity and inclusion. She previously held roles at the foundation in the Communications Division and the Office of the CEO’s Strategic Planning & Engagement team. Before joining the foundation, Heather was a Foreign Service Officer with the U.S. Department of State. She served in the Office of the Secretary of State, at the U.S. Embassy in Tokyo, Japan, at the U.S. Consulate in Guangzhou, China, at the U.S. Embassy in Pretoria, South Africa, as well as additional roles in Washington, DC. Heather studied Anthropology at Columbia University (BA) and International Relations at Yale University (MA) and completed a semester at the Middle East Technical University in Ankara, Turkey.		
<b>Authorizing Signature (original signature):</b>   <b>Date Signed (appointed):</b> 4/1/2024s	<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.

### **Bill & Melinda Gates Foundation (Seattle, WA)** Senior Program Officer, Global Policy & Advocacy

June 2021 - Present

- Supporting the President in special projects for the leadership and management of the Global Policy & Advocacy Division including communications and Diversity, Equity & Inclusion;
- Managing the Office of the President's cross-cutting portfolio of grants and investments.

### **Bill & Melinda Gates Foundation (Seattle, WA)** Program Officer, Office of the Chief Communications Officer

January 2021 - June 2021

- Supported the Chief Communications Officer and Communications Division Chief of Staff to accomplish special projects across division and foundation teams;
- Provided strategy development and guidance for the division's priorities and resource planning.

### **Bill & Melinda Gates Foundation (Seattle, WA)** Program Officer, Strategic Planning & Engagement (SP&E)

March 2020 - January 2021

- Coordinated across the foundation and with external partners to prepare for and execute co-chair (Bill & Melinda) and CEO high-level advocacy engagements;
- Strategic planning and systems development for the foundation's COVID-19 emergency response;
- Supported long-term strategy projects for the Global Health and Communications Divisions.

### **Office of the Secretary of State (Washington, DC)** Executive Secretariat Staff

June 2018 - August 2019

- Competitive selection to staff the Secretary of State, reporting to the Chief of Staff;
- As lead advance officer, directed teams of up to 100 staff in logistical support, led negotiations directly with foreign government officials and other partners, and managed programmatic details for the Secretary and other senior leadership;
- Coordinated, edited, and drafted briefing materials for the Secretary and other senior State Department leadership.

### **U.S. Embassy (Tokyo, Japan)** Political-Military Affairs Officer

September 2015 - May 2018

- Collaborated with more than 10 national governments, over a dozen sub-national Japanese ministries, and several U.S. government agencies to develop and exercise complex contingency plans for a civilian evacuation of the Korean Peninsula;
- Supported U.S. policy-making through research and analysis on national and regional political and security developments;
- Supported the U.S.-Japan security relationship through outreach to national, prefectural, city, and community leaders across Japan;
- Successfully negotiated an amendment to the U.S.-Japan Status of Forces treaty by serving as the U.S. team's subject-matter expert on Japanese politics, law, and public opinion;
- Completed 10 months of professional training including in Japanese language and culture.

### **U.S. Consulate General (Guangzhou, China)** Vice Consul

January 2013 - July 2015

- Using knowledge of Chinese language, society, economics, and politics, adjudicated more than 40,000 business, tourist, and student visa interviews for travelers to the United States;
- Seconded to the Public Affairs Section, reaching thousands of Chinese citizens through presentations on U.S. society, managing cultural programs and grants, and developing and executing media communications plans;
- Completed 10 months of professional training including in Chinese language and culture.

### **U.S. Embassy (Pretoria, South Africa)** Fellow/Political Officer

May 2011 - September 2011

- Conducted outreach and engagement with South African officials, NGOs, labor leaders, and academics as well as with the diplomatic corps to advocate for U.S. policy objectives, including support for UN Security Council resolutions and human rights improvements;
- Researched and drafted written analysis on South Africa's foreign and domestic policy.

**Bureau of South and Central Asian Affairs (Washington, DC)** Desk Officer

August 2012 - January 2013; May 2010 - September 2010

- Developed U.S. policy toward Tajikistan and Turkmenistan, focusing on human rights, economic development, and legal reforms;
- Researched and drafted policy memos, analysis, and other briefing materials for State Department leadership.

**Yale University (New Haven, CT)** Teaching Fellow

2010 - 2012

- Selected as a Teaching Fellow for Ambassador John Negroponte's course on U.S. Foreign Policy and for undergraduate courses in Medical Anthropology and Political Science.

**Bureau of African Affairs (Washington, DC)** Intern

May 2008 - September 2008

- Developed U.S. interagency policy toward Sudan, focusing on post-civil war conflict reconciliation, human rights, and economic development;
- Researched and drafted policy memos, analysis, and other briefing materials for State Department leadership.

**Laiyang Normal School (Shandong, China)** Spoken English Teacher

August 2005 - July 2006

- As the school's first foreign teacher, developed and executed a Spoken English curriculum for more than 400 students across two grades and four specialties;
- Conducted immersive study in Chinese language (spoken and written), society, and culture within a small, rural community.

## Awards

Four-time **Meritorious Honor Award** recipient from the U.S. Department of State (2014, 2015, 2017, 2018)

**Thomas R. Pickering Foreign Affairs Fellowship** recipient (2008-2012)

**Cotlow Fellowship** in Cultural Anthropology research recipient (2007)

## Education

**Yale University (New Haven, CT)** - MA Candidate, International Relations, 2012

**Columbia University (New York, NY)** - BA, Anthropology, 2010

**Middle East Technical University (Ankara, Turkey)** - Study Abroad, 2007

## Languages

**English** (Native), **Mandarin Chinese** (Fluent), **French** (Proficient), **Japanese** (Proficient), **Turkish** (Beginner)

## Community

**Council on Foreign Relations** - Term Member

**Daarna** - Board Member

**Seattle World Affairs Council** - Chair of the Alumni Steering Committee, Moderator

**Elizabeth Warren for President** - Advance Staff

**Asian American Foreign Affairs Association** - Executive Board External Relations Chair

**Pickering & Rangel Fellows Alumni Association** - Executive Board Communications Chair

# Seattle International Affairs Advisory Board

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## SELF-IDENTIFIED DIVERSITY CHART

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	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial					
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## Key:

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Legislation Text

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**File #:** Appt 02885, **Version:** 1

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Appointment of Liz Johnson as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.

The Appointment Packet is provided as an attachment.





# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Liz Johnson</i>		
<b>Board/Commission Name:</b> <i>Seattle International Affairs Advisory Board</i>		<b>Position Title:</b> <i>Member</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input 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> 4/30/2026  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
<b>Residential Neighborhood:</b>	<b>Zip Code:</b>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b>  <b>Liz Johnson, Director of International Tourism, Visit Seattle</b> In her role, Liz oversees Visit Seattle’s marketing and media presence in key international visitor markets, primarily in North America, Europe and Asia, with the focus of growing visitation and market share from these regions. Liz first joined Visit Seattle as Tourism Manager in January 2019. Prior to serving in these roles, Liz was Global Sales Manager for Icelandair and she has also held multiple destination marketing roles in Alaska. Liz received her Bachelor of Arts from the University of Oregon and a Certificate in Strategic Marketing from the University of Washington.		
<b>Authorizing Signature (original signature):</b>  <i>Bruce A. Harrell</i> <b>Date Signed (appointed):</b> 4/1/2024		<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.

# Liz Johnson

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## Summary

A seasoned professional with 14 years of experience in business development and account management. Well-travelled with a strong sense of global business acumen. Data-driven and eager to apply new technology and productivity tools to improve the organization's bottom line. A firm believer in relationship-driven results. A team player with a desire to make my colleagues and the organization better through my professional contributions. Conversational language skills in French and Italian.

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## Experience

### Visit Seattle

Seattle, WA

A private, nonprofit company serving as Seattle's official destination marketing organization.

*Director, International Tourism (2021)*

- Oversight of Visit Seattle's marketing and PR efforts in North America, Europe and Asia.
- Actively engaged key stakeholders on the benefits of travel trade and tourism to the city, including hospitality partners and local organizations.

### Salmon Falls Resort

Ketchikan, AK

A seasonal, high-end fishing and adventure resort managed by Highgate Hotels

*Director of Sales and Marketing (2020-Present)*

- Achieved all-time record revenue in 2021 with an increase of 94% over the previous best year.
- Recruited, trained and managed a year-round sales and reservation team of three, including performance tracking, guidelines and reporting to the Highgate management team.
- Developed from scratch the Resort adventure programming, including local sourcing, pricing, contracting, scheduling and reporting, with an approximate revenue of \$60K in 2021.
- Directed the Resort's contracted PR and social agency to implement a media strategy with the goal to increase traffic to the SalmonFallsResort.com. Year-over-year website referrals increased 64% in 2021.
- Earned coverage in top publications, including *Conde Nast Traveler*, *Travel + Leisure*, *Maxim*, *Men's Journal* and *Field & Stream*.
- Ran point on all VIP and group visits, overseeing contracting, scheduling, 3rd-party bookings and F&B arrangements as well as guest relations while on property.

### Visit Seattle

Seattle, WA

*Interim Director, International Tourism (2020)*

- Renegotiated the contracts of seven global marketing agencies during an emergency review of the department's multi-million dollar budget.
- Advised executive leadership and external stakeholders on current events and travel trends during the COVID-19 crisis.

*Tourism Manager (2019-2020)*

- Allocated and oversaw annual budgets of \$800K for dedicated contracted agencies in the UK & Ireland, German-Speaking Europe and France.
- Established and implemented highly-visible strategic plans that focused on B2B in-market events, networking opportunities, presentations, and B2C co-op marketing campaigns with key travel partners to increase international visitorship and spending to Seattle.
- Connected international buyers with local suppliers to create unique travel product and incremental business opportunities.

- Worked collaboratively with the Marketing team to produce tailored market-specific content.
- Local tour and travel management, including itinerary creation support for and familiarization tour planning and execution, resulting in additional product and increased visitors to Seattle and the greater region.

### **Icelandair**

Seattle, WA

An international airline headquartered in Reykjavik offering flights to Iceland and continental Europe.

*Account Manager, Global Sales (2014-2018)*

- Independent outside sales member of the North American team responsible for the development and management of trade and corporate business in sixteen western states and provinces, feeding into five Icelandair gateways.
- Owned the relationships with 70+ contracted accounts by providing support, training and quarterly sales presentations, to contribute \$16 million in revenue in 2017.
- Identified and targeted segment revenue opportunities through sales data and route analysis.
- Resolved emergency issues such as rebooking, cancellations and refunds for contracted agencies with the remote Ticketing Support Team.

### **CIRI Alaska Tourism Corporation (CATC)**

Anchorage, AK

A corporation offering National Park day boat tours, two seasonal lodges, a luxury island retreat and travel packaging services.

*Sales Manager (2009-2014)*

- Acquired B2B and B2C business from targeted domestic and international clientele across multiple channels.

### **Explore Fairbanks**

Fairbanks, AK

A nonprofit company that serves as the Fairbanks region's official destination marketing organization.

*Tourism Sales Manager (2008-2009)*

- Increased leisure travel and spending to Fairbanks by promoting the region's attractions to domestic and international travel trade through product training, sales calls and personally guided tours.

### **Volunteer Work**

Skål International (2011-Present)

Anchorage, AK and Seattle, WA

*Seattle Chapter President (2017-2019)*

Visit Anchorage Board of Directors (2015-2017)

*Member of the Finance and Governance Committees*

### **Education**

University of Washington

Seattle, WA

*Certificate of Strategic Marketing (2018-2019)*

*Fundamentals of Business Administration: Accounting & Finance (2020)*

University of Oregon (2001-2005)

Eugene, OR

*B.A., Romance Languages—French and Italian*

*B.A., Comparative Literature with Departmental Honors*

# Seattle International Affairs Advisory Board

30 Members: Pursuant to *Seattle Municipal Code 3.14.470*, 12 members subject to City Council confirmation, 2-year terms:

- 1 City Council-appointed
- 11 Mayor-appointed
- 4 Other Appointing Authority-appointed (specify): SMC

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
	F		1.	Seattle-Surabaya	June Cutler	5/1/24	04/30/26	1	SMC
	F		2.	Seattle-Limbe	LueRachelle Brim Atkins	5/1/24	04/30/26	1	SMC
6	F	4	3.	OIR, City of Seattle	Stacey Jehlik	5/1/24	04/30/26	2	SMC
	M	N/A	4.	Greater Seattle Partners	Josh Davis	5/1/24	04/30/26	1	SMC
	F	4	5.	Seattle City Council	Maritza Rivera	5/1/24	N/A	1	Council President
6	M	3	6.	UW, Jackson School	Monique A. Thormann	5/1/24	04/30/26	1	Mayor
6	M	7	7.	Visit Seattle	Liz Johnson	5/1/24	04/30/26	1	Mayor
	F	1	8.	UW, FIUTS	Era Schrepfer	5/1/24	04/30/26	1	Mayor
6	M	6	9.	Consular Association of Washington	Mark M. Gantar	5/1/24	04/30/26	1	Mayor
	M	1	10.	Amazon	Michael A. Harold	5/1/24	04/30/26	1	Mayor
6	F	N/A	11.	World Affairs Council	Jacqueline McLaren Miller	5/1/24	04/30/26	2	Mayor
	F	3	12.	Gates Foundation	Heather Yang Hwalek	5/1/24	04/30/26	1	Mayor
6	M	6	13.	Rotary International	David B. Woodward	5/1/24	04/30/26	2	Mayor
6	F	3	14.	Port of Seattle	Karin Zaugg Black	5/1/24	04/30/26	2	Mayor
1	F	N/A	15.	Small Business Development Center	Ellie He	5/1/24	04/30/26	1	Mayor
6	M	5	16.	Seattle Public Schools	Noah Zeichner	5/1/24	04/30/26	1	Mayor

## SELF-IDENTIFIED DIVERSITY CHART

	(1)		(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)	
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial					
Mayor	6	5			1					8								
Council	0	1																
Other	1	3																
<b>Total</b>	<b>7</b>	<b>9</b>			<b>1</b>					<b>8</b>								

## Key:

- \*D List the corresponding *Diversity Chart* number (1 through 9)
- \*\*G List *gender*, M = Male, F= Female, T= Transgender, U= Unknown



Legislation Text

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**File #:** Appt 02886, **Version:** 1

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Reappointment of Jacqueline McLaren Miller as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Jacqueline McLaren Miller</i>		
<b>Board/Commission Name:</b> <i>Seattle International Affairs Advisory Board</i>		<b>Position Title:</b> <i>Member</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> 5/1/2024 <b>to</b> 4/30/2026  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
<b>Residential Neighborhood:</b> <i>Bainbridge Island</i>	<b>Zip Code:</b> <i>Insert zip code</i>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b>  <b>Jacqueline McLaren Miller, CEO &amp; President, World Affairs Council</b> Jacqueline Miller joined the World Affairs Council as President and CEO in May 2014. After twenty years on the East Coast working on global issues in academia, think tanks, and NGOs, she is happy to be in Seattle contributing to WAC's ongoing mission and service to the greater Seattle community. Immediately prior to joining WAC, Jacqueline served as Director of External Relations at Independent Diplomat in New York. Previously, she was a Senior Associate at the EastWest Institute (EWI) in New York. She has also served as the deputy director of the Council on Foreign Relations' Washington (DC) programs and worked on Russia issues at the Center for Strategic and International Studies. She started her professional career at The George Washington University, where she undertook graduate work after earning undergraduate and graduate degrees from Cornell University.		
<b>Authorizing Signature (original signature):</b>  <i>Bruce A. Harrell</i> <b>Date Signed (appointed):</b> 4/1/2024	<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.

# JACQUELINE MCLAREN MILLER

## EXPERIENCE

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WORLD AFFAIRS COUNCIL OF SEATTLE

2014 PRESENT

*President and CEO*

- Expand the Council's visibility in the community by building vibrant and meaningful professional, cultural, corporate, charitable, and other community networks.
- Utilize networks to ensure policymakers at local, state, and federal level are participants in the World Affairs Council's community outreach.
- Create and develop strategies to ensure that Council programs are well understood among the Council's diverse constituencies and created a greater stake in the Council's mission and vision among stakeholders. Identify and recruit new stakeholders and supporters with whom the Council's mission and vision resonates.
- Cultivate and maintain key relationships among policymakers, opinion leaders, business community, philanthropic community, and community leaders.
- Serve as the public face of the Council by regularly giving presentations and speeches to promote the activities of the Council to increase relevance, interest, engagement, support, and membership.
- Ensure a broad range of high-quality and relevant programs to a diverse cross-section of the community.
- Maintain a working knowledge of, and active engagement in, significant national and international developments and trends and integrate those into the strategic planning and programs of the Council.
- Provide financial oversight for the Council's budget, including maintaining strong internal controls and effective and efficient use of the Council's resources
- Initiate, build, and maintain community and partnership relationships that support the Council's mission, vision and programs.

INDEPENDENT DIPLOMAT

2013 - PRESENT

*Director of External Relations*

- Led and implemented the organization's outreach and engagement with foundations, individuals, and other key donor audiences in the United States and abroad. Created institution's new foundation and individual donor strategies.
- Raised the organization's public and institutional profile with a broad range of audiences – donors, policymakers, opinion leaders, and media.
- Directed institutional communications and external messaging.
- Grew and broadened support for and a deeper understanding of the organization's work among existing and new audiences.
- Served on the senior management team, helping formulate and implement the organization's strategic plans, including management of personnel and resources.
- Responsible for board stewardship and development; vastly improving the quantity and quality of information provided to the board for and between board meetings. Created and instituted board development strategy.

EASTWEST INSTITUTE

2007 - 2013

*Senior Associate, U.S. Global Engagement (2009 - 2013) and Weapons of Mass Destruction (2012 - 2013) Programs*

- Proposed and launched the creation of a new substantive program on U.S. national security and foreign policy.
- Built and maintained key donor relationships—individual, corporate, and foundation. Authored successful fundraising proposals on Afghan narco-trafficking (principal investigator of Carnegie Corporation project grants), U.S.-China cooperation on climate change, and nuclear nonproliferation and disarmament.
- Led DC outreach, focusing on the Hill, diplomatic community, and the executive branch.
- Primary UN representative, convening first committee experts and permanent representatives in regular meetings.
- Institutional thought leadership through authoring of policy papers, policy briefs, and web commentaries; provided commentary and analysis for national and international media; and organized and chaired seminars.
- Managed program budgets, finances, and staff.

*Deputy Director, Policy Innovation (2007 - 2009)*

- Worked with program directors and policy staff to sharpen policy goals and outcomes.
- Supported the president on the development of new initiatives.
- Commissioned, reviewed, and edited EWT's publications and instituted a new publications process, ensuring a vigorous publication schedule and papers with policy relevance and impact.
- Authored web commentaries and provided commentary on Russian and Eurasian affairs for national and international media.

COUNCIL ON FOREIGN RELATIONS

2004 - 2007

*Deputy Director, Washington Program*

- Set the substantive direction of the Washington Program's meetings (both meetings for Council members and meetings on Capitol Hill for senior foreign policy staff) in consultation with the vice president.
- Responsible for day-to-day management of the Council's Washington Program, including programming, staff and intern supervision (between six to eight full time staff), and annual budget requests and budget maintenance.
- Oversaw all Washington Program staff and program projects, including meetings for Council members, Congressional programming and outreach, higher education outreach, and diplomatic outreach.
- Served as Council host to visiting dignitaries, including heads of state, in the vice president's absence.
- Provided commentary and analysis on Russian and Eurasian affairs for national and international media.

CENTER FOR STRATEGIC AND INTERNATIONAL STUDIES

2001 - 2004

*Assistant Director, Russia and Eurasia Program, (2002 - 2004)*

- Developed substantive direction of Russia and Eurasia program in consultation with program director.
- Authored grant proposals to foundations that resulted in more than \$1 million in program funding.
- Published research and analysis on Russian and Eurasian politics in CSIS and non-CSIS venues and served as a commentator for national and international media.
- Managed Russia and Eurasia program, including supervising six full-time research staff and adjunct and visiting fellows, and budgetary oversight (\$1.2 million annual budget) to ensure program goals met.
- Edited all program publications.
- Organized all program activities and publications, including planning and executing national and international conferences.

THE GEORGE WASHINGTON UNIVERSITY

1994 - 2001, 2004

*Adjunct Faculty, Department of Political Science (2001, 2004)*

*Undergraduate Political Science Advisor (2000 - 2001)*

*Head Teaching Assistant (Elliott School of International Relations) (1999 - 2001)*

*Graduate Teaching Fellow (1994 - 1999)*

PROFESSIONAL AFFILIATIONS

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GLOBAL TIES U.S. Member, Board of Directors Chair, Membership Committee	2016 - present
U.S. GLOBAL LEADERSHIP COALITION Member, Washington State Advisory Committee	2016 - present
UNIVERSITY OF WASHINGTON, JACKSON SCHOOL OF INTERNATIONAL STUDIES Member, Civic Council, Master of Arts in Applied International Studies (MAAIS) Program	2014 - present
TRUMAN NATIONAL SECURITY PROJECT National Security Fellow	2010 - present



## EDUCATION

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M.PHIL (ABD)

The George Washington University

Fields of Concentration: Comparative politics and international relations

- Passed Ph.D. international relations comprehensive exams with distinction

M.P.A.

Cornell University

- Concentration: Comparative public policy
- Thesis: Nationalism's Impact on Democratization: A Case Study of Estonia and Latvia

A.B.

Cornell University

- Majors: Government, Russian and Soviet Studies
- Phi Beta Kappa
- Graduated with Distinction in All Subjects
- Dean's List (all semesters)

# Seattle International Affairs Advisory Board

30 Members: Pursuant to *Seattle Municipal Code 3.14.470*, 12 members subject to City Council confirmation, 2-year terms:

- 1 City Council-appointed
- 11 Mayor-appointed
- 4 Other Appointing Authority-appointed (specify): SMC

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
	F		1.	Seattle-Surabaya	June Cutler	5/1/24	04/30/26	1	SMC
	F		2.	Seattle-Limbe	LueRachelle Brim Atkins	5/1/24	04/30/26	1	SMC
6	F	4	3.	OIR, City of Seattle	Stacey Jehlik	5/1/24	04/30/26	2	SMC
	M	N/A	4.	Greater Seattle Partners	Josh Davis	5/1/24	04/30/26	1	SMC
	F	4	5.	Seattle City Council	Maritza Rivera	5/1/24	N/A	1	Council President
6	M	3	6.	UW, Jackson School	Monique A. Thormann	5/1/24	04/30/26	1	Mayor
6	M	7	7.	Visit Seattle	Liz Johnson	5/1/24	04/30/26	1	Mayor
	F	1	8.	UW, FIUTS	Era Schrepfer	5/1/24	04/30/26	1	Mayor
6	M	6	9.	Consular Association of Washington	Mark M. Gantar	5/1/24	04/30/26	1	Mayor
	M	1	10.	Amazon	Michael A. Harold	5/1/24	04/30/26	1	Mayor
6	F	N/A	11.	World Affairs Council	Jacqueline McLaren Miller	5/1/24	04/30/26	2	Mayor
	F	3	12.	Gates Foundation	Heather Yang Hwalek	5/1/24	04/30/26	1	Mayor
6	M	6	13.	Rotary International	David B. Woodward	5/1/24	04/30/26	2	Mayor
6	F	3	14.	Port of Seattle	Karin Zaugg Black	5/1/24	04/30/26	2	Mayor
1	F	N/A	15.	Small Business Development Center	Ellie He	5/1/24	04/30/26	1	Mayor
6	M	5	16.	Seattle Public Schools	Noah Zeichner	5/1/24	04/30/26	1	Mayor

## SELF-IDENTIFIED DIVERSITY CHART

	(1)		(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)	
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial					
Mayor	6	5			1					8								
Council	0	1																
Other	1	3																
<b>Total</b>	<b>7</b>	<b>9</b>			<b>1</b>					<b>8</b>								

## Key:

- \*D List the corresponding *Diversity Chart* number (1 through 9)
- \*\*G List *gender*, M = Male, F= Female, T= Transgender, U= Unknown



Legislation Text

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**File #:** Appt 02887, **Version:** 1

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Appointment of Era Schrepfer as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Era Schrepfer</i>		
<b>Board/Commission Name:</b> <i>Seattle International Affairs Advisory Board</i>		<b>Position Title:</b> <i>Member</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input 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> 4/30/2026  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
<b>Residential Neighborhood:</b> South Park (District 1)	<b>Zip Code:</b>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b>  <b>Era Schrepfer, Executive Director, Foundation for Intl Understanding Through Students (FIUTS)</b> Era Schrepfer has served as Executive Director of FIUTS (Foundation for International Understanding Through Students) since 2006. Founded at the UW in 1948, FIUTS advances international understanding through cross-cultural experiences, student leadership, and community connections. In her role at FIUTS, Era works with partner organizations and individuals both on and off campus to engage students and others in leadership and dialogue, and connect them with international experiences. During her tenure, FIUTS has expanded programming by more than 50%, serving 4,000+ students in programs each year. In 2014, Era was named Globalist of the Year by the Seattle Globalist. Prior to joining FIUTS, Era held a variety of nonprofit roles, including Membership Director for AIA Seattle and Managing Director of NW Bookfest. From 1996-1998, she served in the U.S. Peace Corps. Dominican Republic. Era also volunteers extensively in the community. She was a Girl Scout troop leader for 12 years, a longtime ESL and literacy tutor, and currently serves on the Board of Joyas Mestizas, a children’s Folklorico dance group. Era lives in the South Park neighborhood with her husband and two children.		
<b>Authorizing Signature (original signature):</b>  <i>Bruce A. Harrell</i> <b>Date Signed (appointed):</b> 4/1/2024	<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.

# Era Schrepfer

**Qualifications:** Resourceful and passionate nonprofit executive with more than fifteen years of experience collaborating with staff and Board of Directors to carry out the strategic plan of a mission-focused nonprofit organization. Skilled in building highly functional teams, change management, group facilitation, and community engagement. Detail oriented and passionate about clear communications, innovative programs, and highly-functional teams. Bilingual Spanish/English.

## Professional Experience:

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### **Executive Director, Foundation for International Understanding Through Students (FIUTS) 5/2006 - current**

- Partner with the Board of Trustees and an 18-member Student Board to lead the strategic direction of a complex nonprofit organization based on the University of Washington campus; Create an effective, supportive, and challenging environment for staff, volunteers, and others to build skills, innovate, and come together as a team with momentum and passion for a shared mission.
- Oversee programming for more than 8,000 international students and scholars each year and ensure alignment with strategic goals in cross-cultural competencies, programmatic quality, and student engagement and participation. Expanded FIUTS Leadership Programming from 50 casual student volunteers each year to 250 active Facilitators who served more than 7,500 volunteer hours in 2017.
- Create and administer annual budget of \$880,000; responsible for growth of organizational budget from \$300,000 over a five-year period; Administer FIUTS development program to raise funds each year from individuals and businesses through direct solicitation, social media, and special events.
- Created federal grants program in partnership with The U.S. Department of State to provide short-term programming for visiting groups of youth and adults from around the world; resulting in more than \$350,000 in federal income each year over the past 5 years. Develop and oversee custom visiting programs welcoming more than 200 youth and adults to Seattle each year.
- Serve as the public face of the organization; Design and deliver training curriculum, speeches, and orientation to audiences ranging from middle school students to university leadership on topics including culture and intercultural communication, creativity, leadership, international student engagement and support, and project planning topics.
- Form and maintain productive relationships and partnerships with a worldwide network of individuals, organizations, and others who share FIUTS' mission and support FIUTS' programs, including international and domestic students, campus and community partners, the US Department of State, overseas institutions, K-12 schools, and thousands of alumni across the globe.

### **Membership Director, American Institute of Architects, Seattle Chapter 5/2003-5/2006**

- Provided membership services and conveyed association policy to more than 2,000 individual and corporate members; Created and administered annual membership budget of \$390,000.
- Worked with Membership Committee to develop corporate sponsorship program for chapter events.
- Produced quarterly membership meetings, special events, and member communications; Produced regional conference, *Knowledge by Design*, held in August 2005.

### **Managing Director, Northwest Bookfest, Seattle, WA 2/1999-1/2003**

- Oversaw logistical and artistic production of a major community festival, including programming, logistics, technical production, and other elements for literary festival with more than 30,000 attendees over four days.
- Developed and implemented production budget and supported fund development efforts.
- Recruited, trained, and coordinated more than 400 year-round and event weekend volunteers, 300 event exhibitors, vendors, technical crew, and other partners.
- Produced year-round special events in partnership with bookstores, libraries, and publishers; Managed annual "Friends of NW Bookfest" individual giving program.

- Visited book fairs and festivals across the country as a representative of our organization to learn and share best practices with others in the field.

**Community Agriculture Volunteer, US Peace Corps, Cañafistol, Bani, Dominican Republic 6/1996-11/1998**

- Lived and worked as a member of a small rural community with the goal of supporting community farmers in gaining recognition as an association under the Dept. of Agriculture.
- Created and maintained 2-acre demonstration garden to train local farmers in integrated pest management and sustainable technology; obtained international funding and local support for a regional series of farmer education courses, reaching over 200 rural farmers.
- Partnered with youth groups, women’s groups, the local and national business community, and other community organizations on community development projects; worked with nearby volunteers to produce an environmental summer camp for 600 children ages 5-15 in three communities.
- Served as Volunteer Action Committee Leader, coordinating quarterly meetings and professional development opportunities for approximately 20 Peace Corps volunteers from the southwestern region; with this group, coordinated two national youth conferences for International Women’s Day, focused on leadership, self-esteem, and life planning activities for young women from rural communities across the country. Prepared presentations, coordinated speakers, and oversaw logistics for each conference.
- Project Coordinator for *Pan de la Paz*, an emergency food relief program immediately following Hurricane Georges. Partnered with US Government and international relief organizations.

**Volunteer Experience:**

<b>Board Treasurer, Joyas Mestizas</b>	<b>2015-current</b>
Provide strategic support and advice for Folklorico children’s dance group. Perform financial tasks, including banking, membership renewals, and maintaining financial records. Write grants for support from local government and foundation funders, support special events, produce financial statements and annual budget.	
<b>Troop Leader, Girl Scouts of Western Washington</b>	<b>2012 - current</b>
Lead group of girls through bi-weekly meetings using the Girl Scouts curriculum, providing experiences in civic engagement, interpersonal skills, service, team work, and other life skills. Support girls in their emotional and social development and promote positive self-esteem and community leadership.	
<b>Participant, Global Leadership Forum</b>	<b>2015-2016</b>
Joined a small-group cohort of other social purpose leaders for a year-long facilitated peer learning experience focused on leadership of international organizations.	
<b>Faculty, Bridge Program, Seattle Works</b>	<b>2011 - 2017</b>
Present curriculum, “Introduction to Non-Profits and Board Membership” 4-6 times each year to corporate groups and individuals interested in joining a nonprofit Board of Trustees. Collaborated with other faculty and Seattle Works staff to improve training and integrate active learning techniques.	
<b>Grant Writer, Beacon Hill International School PTA</b>	<b>2011 - 2014</b>
Prepared proposals for funding from city and private foundation funders in support of an urban K-5 school with a language immersion curriculum. Raised more than \$25,000 for school family engagement and arts activities, including a mural project with the Seattle Department of Neighborhoods.	
<b>Member, Global Education Subcommittee, Global Washington</b>	<b>2010-2011</b>
Served as a member of a subcommittee charged with developing proposals for integrating global experiences into the state K-20 curriculum. Interviewed stakeholders and presented findings to committee, supported preparation of official state-wide recommendations for global learning.	

**Education & Membership:**

Bachelor of Arts, Anthropology, University of Washington, Seattle

Certificate Program in Non Profit Management, University of Washington, Seattle

Memberships: NAFSA (National Association of International Student Advisors), Global Washington, Washington Nonprofits, 501 Commons, National Peace Corps Association

# Seattle International Affairs Advisory Board

30 Members: Pursuant to *Seattle Municipal Code 3.14.470*, 12 members subject to City Council confirmation, 2-year terms:

- 1 City Council-appointed
- 11 Mayor-appointed
- 4 Other Appointing Authority-appointed (specify): SMC

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
	F		1.	Seattle-Surabaya	June Cutler	5/1/24	04/30/26	1	SMC
	F		2.	Seattle-Limbe	LueRachelle Brim Atkins	5/1/24	04/30/26	1	SMC
6	F	4	3.	OIR, City of Seattle	Stacey Jehlik	5/1/24	04/30/26	2	SMC
	M	N/A	4.	Greater Seattle Partners	Josh Davis	5/1/24	04/30/26	1	SMC
	F	4	5.	Seattle City Council	Maritza Rivera	5/1/24	N/A	1	Council President
6	M	3	6.	UW, Jackson School	Monique A. Thormann	5/1/24	04/30/26	1	Mayor
6	M	7	7.	Visit Seattle	Liz Johnson	5/1/24	04/30/26	1	Mayor
	F	1	8.	UW, FIUTS	Era Schrepfer	5/1/24	04/30/26	1	Mayor
6	M	6	9.	Consular Association of Washington	Mark M. Gantar	5/1/24	04/30/26	1	Mayor
	M	1	10.	Amazon	Michael A. Harold	5/1/24	04/30/26	1	Mayor
6	F	N/A	11.	World Affairs Council	Jacqueline McLaren Miller	5/1/24	04/30/26	2	Mayor
	F	3	12.	Gates Foundation	Heather Yang Hwalek	5/1/24	04/30/26	1	Mayor
6	M	6	13.	Rotary International	David B. Woodward	5/1/24	04/30/26	2	Mayor
6	F	3	14.	Port of Seattle	Karin Zaugg Black	5/1/24	04/30/26	2	Mayor
1	F	N/A	15.	Small Business Development Center	Ellie He	5/1/24	04/30/26	1	Mayor
6	M	5	16.	Seattle Public Schools	Noah Zeichner	5/1/24	04/30/26	1	Mayor

## SELF-IDENTIFIED DIVERSITY CHART

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

## Key:

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Legislation Text

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**File #:** Appt 02888, **Version:** 1

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Appointment of Monique A. Thormann as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.

The Appointment Packet is provided as an attachment.





# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Monique A. Thormann</i>		
<b>Board/Commission Name:</b> <i>Seattle International Affairs Advisory Board</i>		<b>Position Title:</b> <i>Member</i>
<input checked="" type="checkbox"/> <b>Appointment</b> OR <input 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> 4/30/2026  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
<b>Residential Neighborhood:</b> Capitol Hill	<b>Zip Code:</b> 98121	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b>  <b>Monique Thormann, Director of Communications, Henry M. Jackson School of International Studies, UW</b> Monique Thormann is currently the director of marketing and communications at the Henry M. Jackson School of International Studies at the University of Washington. She landed in Seattle in 2013, bringing over 15 years of managing advocacy, media and communications projects for UNICEF, UNDP, The World Food Programme, The World Bank and the International Rescue Committee, among others. Her global experience includes residing and working overseas in Africa, Asia and Europe, including in war-affected countries such as Somalia and Macedonia. She holds a master's degree from Columbia University Graduate School of Journalism.		
<b>Authorizing Signature (original signature):</b>  <i>Bruce A. Harrell</i> <b>Date Signed (appointed):</b> 4/1/2024		<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.

## MONIQUE A. THORMANN

**Communications Manager** with over 10 years of strategic communications experience based in the U.S. and overseas. Proven skills in team leadership, content production and branding for large multilateral organizations and nonprofits in their outreach to media, executives, donors, staff, students, government and the public. Served as board member for a women's leadership nonprofit.

### EXPERIENCE

**UNIVERSITY OF WASHINGTON, Seattle, WA** **2015 – present**

**Director of Communications at the Henry M. Jackson School of International Studies**

*Manage communications for one of the largest units in the College of Arts and Sciences*

- Develop and execute strategies to coordinate communication products, branding and media for 22 centers and programs, ensuring alignment with UW activities and campaigns and increasing funds for the School.
- Write and edit print, social and digital media blogs, profiles, advertising copy, visuals, staff communications and more, and direct work of a team, for recruitment of students, donors and public engagement.
- Lead Jackson School, and support UW, media opportunities for promoting faculty expertise, student research.
- Serve as key focal point for high-level public events sponsored by the Director's Office, for increased public awareness on global issues and the mission of international studies.
- Produce the annual *Jackson Report*, a flagship publication highlighting key activities and strategic direction.
- Recognized as 2017 and 2018 "Best in Show" University Advancement Star Award Nominee.

**PORT OF SEATTLE - SEATTLE-TACOMA AIRPORT, Seattle, WA** **2014 – 2015**

**Media Relations Specialist - Emergency Hire (short-term)**

*Served as a media liaison and public affairs spokesperson for aviation operations in 15<sup>th</sup> largest U.S. airport*

- Responded to media requests by providing key messages reflecting mission and goals of the Port of Seattle.
- Researched and wrote media advisories on latest activities for improved customer experience.
- Crafted social media content, resulting in audience engagement and a live Tweet-Off with another airport.

**POINT DEFIANCE AIDS PROJECTS, Tacoma, WA** **2014**

**Strategic Planning Consultant**

*Conducted a strategic planning process for the Executive Board and Director of non-profit agency*

- Developed and facilitated an 18-month roadmap calendar, report and summary of key opportunities, challenges and operational decisions for Board stewardship of the organization.

**UNITED NATIONS DEVELOPMENT PROGRAM, New York, Seattle and Switzerland** **2010 - 2015**

**Communications Consultant (select samples of activities)**

*Prepared speeches and strategic positioning documents for executives of a \$4 billion organization*

- Wrote a keynote speech delivered by UNDP's Assistant Secretary-General at a global aid conference that included government officials and high-level aid representatives.
- Produced time-sensitive daily synopses, issue-based briefs, staff communications and official reports on intergovernmental deliberations for five Executive Board Member State sessions.
- Authored first-person Executive Board outcome summaries sent by UNDP Administrator Helen Clark, former Prime Minister of New Zealand, to all staff.

**UNITED NATIONS CHILDREN'S FUND (UNICEF), Geneva, Switzerland** **2009 – 2010**  
**Communications Consultant**

*Produced results-based advocacy and fundraising global publications for awareness-raising and donors*

- Produced ten case studies on fundraising, branding and advocacy successes for the Executive Board (2010).
- Served as chief editor (2009) and chapter author (2010) of 200-page annual flagship publication on humanitarian action appeals for children launched by Deputy Executive Director under tight deadlines.

**UNITED NATIONS CHILDREN'S FUND, Geneva, Switzerland** **2005 – 2009**  
**Communications Manager**

*Provided strategic communications content and counsel for sector that raises one-third of UNICEF funds*

- Advised UNICEF National Committees on strategic planning, crisis communications and brand positioning, working across an organizational matrix of media, fundraising and advocacy for integrated response.
- Prepared talking points, presentations and leadership events for the Director, shaping and delivering communications on sensitive change management and corporate partnership projects.
- Served as a UNICEF communications focal point for the Asian Tsunami 2<sup>nd</sup> anniversary, World Cup FIFA Germany and the Lebanon Crisis, for accurate and timely information for executives, media and donors.
- Devised print and online collateral, including a first-ever staff Intranet, human interest stories, annual reports, evaluations, and campaign materials, for increased child rights awareness, media response and donations.
- Managed web-based magazine and editorial board, providing strategic material for advocacy and media use.

**DEVELOPMENT ALTERNATIVES, INC. – Washington D.C.** **2003**

**Development Analyst Consultant**

*Conducted market research on USAID-funded projects for governance and public sector management group*

- Produced report on scope for local government reform in 11 countries, identifying potential initiatives for the Government and Institution-Building Network.

**THE WORLD BANK – Washington D.C. and Dakar, Senegal** **2002**

**Development Analyst Consultant**

*Researched African music and intellectual property rights for the Economic Research Development Group*

- Researched and delivered report published as part of chapter in World Bank/Oxford University Press book promoting intellectual property in developing countries. (*See Publications list*)

**UNITED NATIONS CHILDREN'S FUND – Skopje, Macedonia** **2000-2002**

**Head of Communications**

*Designed and led the Office communications strategy and budget, including during countrywide ethnic conflict*

- Managed all internal and external communications, including television, print and radio interviews.
- Conducted briefings for donors, media, aid groups and government officials on opportunities and challenges of respective aid delivery, including during a high-profile countrywide ethnic conflict.

**Additional Experience**

**Consultant, UNITED NATIONS WORLD FOOD PROGRAM, Skopje, Macedonia** **1999-2000**

- Reported on, and monitored, food security for over 50,000 Kosovar refugees during 1999 Kosovo Crisis.

**Consultant, UNITED NATIONS WORLD FOOD PROGRAM, New Delhi, India** **1998 and 1999**

- Researched, designed and wrote two advocacy publications on organization's largest food aid program.

**Emergency Consultant, INTERNATIONAL RESCUE COMMITTEE – New York/USA** **1998**

- Identified and deployed an emergency response team to Kosovo resulting in timely start of humanitarian aid.

**Caseworker, INTERNATIONAL RESCUE COMMITTEE – Split/Croatia 1997-1998**

- Prepared testimony of Bosnians seeking refugee status for the U.S. Immigration and Naturalization Service.

**Global Recruiter, INTERNATIONAL RESCUE COMMITTEE - New York/USA 1995-1997**

- Custom-built the organization's first global emergency roster and hired staff for worldwide assignments.

**Team Leader, INTERNATIONAL RESCUE COMMITTEE – Saco Uen/Bua'ale/Somalia 1993-1994**

- Managed all program operations and staff security for 18 nationals and expatriates in two war-affected towns.

**EDUCATION**

**M.Sc., Journalism**, Columbia University Graduate School of Journalism, New York, NY

**B.A., Politics** (High Honors), Brandeis University, Waltham, MA: recipient of two post-graduation awards

**Visiting Student**, Oxford University, Oxford, England: year-long course in politics and refugee studies

**Working knowledge of French**

**Publishing software: InDesign; Photoshop; Wordpress; Marketo; Cvent**

**OTHER**

**Center for Women and Democracy Board Member** (2015-2016): Supported mission to advance women's leadership and representation, and served as emcee for monthly "Food for Thought" public events.

**Ragan Communications Speechwriting and Executive Communications Conference** (2014 and 2015): Designed for writers to build thought leadership, speechwriting for results, and storytelling for speeches.

**National Incident Management System Series 700 and 100** (2014): Completed Federal Emergency Management Institute training for emergency response, including public information management.

**Columbia University Graduate School of Journalism, New York, NY – "Smarter Social Media Skills for Journalists Short Course"** (2012): Designed to help reporters engage and connect better with audiences.

**London Film Academy, London, England – Diploma in Practical Filmmaking** (2004-2005): Directed, produced and digitally edited films; wrote a short film screenplay selected for a number of UK film festivals.

**PUBLICATIONS**

*Only by Chance*. Screenplay by Monique Thormann. Dir. Christopher Holt. London Film Academy, 2005. Film. *Only by Chance* featured in London's Short Ends Film Festival (December 2005), UK Propeller TV (Spring 2006) and the Portobello Film Festival (August 2006).

Penna, F. J., Thormann, M., Finger, M.J. "The Africa Music Project" *Poor People's Knowledge: Promoting Intellectual Property in Developing Countries*. Ed. Michael Finger, Ed. Philip Schuler. Washington, D.C.: World Bank/Oxford University Press, 2004. 95-112. Print. Cover photo credit: Monique Thormann.

Thormann, M. *Reducing Hunger, Tackling Poverty: Food Aid Interventions in India: Country Programme Report, 1997-2002*, New Delhi, India: United Nations World Food Programme, 1999. Print.

Thormann, M. *Preserving Livelihoods, Mitigating Hunger: Success Stories of Food Aid in India*. New Delhi, India: United Nations World Food Programme, 1998. Print.

Thormann, M. "Peacekeeping Fiasco in Somalia." *Reuter Forum Journal* (1995). Print.

# Seattle International Affairs Advisory Board

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6	M	6	9.	Consular Association of Washington	Mark M. Gantar	5/1/24	04/30/26	1	Mayor
	M	1	10.	Amazon	Michael A. Harold	5/1/24	04/30/26	1	Mayor
6	F	N/A	11.	World Affairs Council	Jacqueline McLaren Miller	5/1/24	04/30/26	2	Mayor
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6	F	3	14.	Port of Seattle	Karin Zaugg Black	5/1/24	04/30/26	2	Mayor
1	F	N/A	15.	Small Business Development Center	Ellie He	5/1/24	04/30/26	1	Mayor
6	M	5	16.	Seattle Public Schools	Noah Zeichner	5/1/24	04/30/26	1	Mayor

## SELF-IDENTIFIED DIVERSITY CHART

	(1)		(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)	
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## Key:

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Legislation Text

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**File #:** Appt 02889, **Version:** 1

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Reappointment of Karin Zaugg Black as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>Karin Zaugg Black</i>		
<b>Board/Commission Name:</b> <i>Seattle International Affairs Advisory Board</i>		<b>Position Title:</b> <i>Member</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> 5/1/2024 <b>to</b> 4/30/2026  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
<b>Residential Neighborhood:</b> <i>Capitol Hill</i>	<b>Zip Code:</b> <i>98112</i>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b>  <b>Karin Zaugg Black, International Business Protocol Liaison, Port of Seattle</b> Karin serves as the liaison for the Port in business protocol matters related to international delegations, business leaders, dignitaries, and government officials. She maintains relationships with Seattle’s sister ports and trade associations, handles logistics and preparation for incoming international trade missions, delegations and visitors, and assists the Port Executive Leadership Team and Commissioners with outgoing international trade missions and business travel. Karin served as communications director for the City’s Office of Economic Development for 12 years, and has served as President of the Seattle-Kobe Sister City Association from 1998 to 2015. She currently serves as a Board member for the Seattle-Kobe Sister City Association as past president, and the Japan-America Society of the State of Washington.		
<b>Authorizing Signature (original signature):</b>  <i>Bruce A. Harrell</i> <b>Date Signed (appointed):</b> 4/16/2024	<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.

# KARIN ZAUGG BLACK

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## QUALIFICATIONS

- Proven track record of staffing executive leaders, creating briefing materials, advising, and interpreting in roles at the City of Seattle, City of Kobe, and as president of the Seattle-Kobe Sister City Association
- Demonstrated success as a project manager to initiate and lead projects to on-time successful completion
- Effective relationship builder and facilitator to achieve team goals and demonstrate measurable outcomes
- Proven ability to produce communications strategies with polished communications products in relevant formats to a variety of audiences
- Accomplished public speaker, diplomatic spokesperson
- Strong interpersonal, teambuilding and networking skills
- Adroit at managing multiple requests and adapting to changing priorities on a daily and weekly basis
- Fluent in Japanese; proficient in German; extensive international travel and multicultural experience

## PROFESSIONAL EXPERIENCE

### **Port of Seattle – International Business Protocol Liaison**

Seattle, WA. December, 2016 -

- Serves as an advisor for the Port of Seattle in business protocol matters related to international delegations, business leaders, dignitaries, and government officials in order to facilitate positive business relationships.
- Supports the Port's various lines of business, including Airport, Seaport (in collaboration with the Northwest Seaport Alliance), Cruise, Fishing, and Economic Development & Tourism.
- Maintains relationships with Seattle's sister ports and trade associations, handles logistics and preparation for incoming international trade missions, delegations and visitors, and assists the Port Executive Leadership Team and Commissioners with outgoing international trade missions and business travel.

### **City of Seattle Office of Economic Development (OED) – Communications Director**

Seattle, WA. May, 2003 – September, 2015.

- Oversaw strategic planning and implementation of OED communications, including electronic newsletters, website content, print collateral, social media campaigns, media relations, and executive leaders' briefing materials and talking points.
- Effectively supported the City's economic development priorities by creating communications strategies, including media and community events, and marketing campaigns, across Seattle neighborhoods and industries, including *Only in Seattle* neighborhood business district marketing program, Mayor's Small Business Awards, and *In Good Company* business recognition program.
- Managed office initiatives, including internal staff and outside vendor contracts, for such projects as *Restaurant Success* website portal to assist restaurateurs in navigating government processes.
- Served as spokesperson for OED and Mayor's Office on economic and industry issues.
- Interpreted for business meetings with visiting Japanese delegations; facilitated meetings with business delegations from other countries in Europe and Asia.
- Served as a collaborative partner to neighborhood and industry business associations, private companies and community-based organizations to forward the City's agenda successfully.
- Developed and oversaw communications internship program, resulting in 100% employment rate for the participating students, and effective work outcomes for the organization's communications goals.
- As a member of OED leadership team, helped facilitate office-wide Race and Social Justice training, LEAN management practices, internal communications and office morale events.



### **Office of the Mayor, City of Kobe, Japan - Coordinator for International Relations (1993-1996)**

- Only non-Japanese staff member in City of Kobe's 12-person International Division.
- Coordinated international visits and delegations with sister city and sister port partners, including Tianjin, China; Riga, Latvia; Brisbane, Australia; Rio de Janeiro, Brazil; and Rotterdam, Netherlands.
- Facilitated events and diplomatic protocol for mayor and three deputy mayors, interacting with local Consular Corps.
- Interpreter for Swiss Rescue Teams and Japanese Fire Department (German-Japanese) during rescue efforts after the Kobe Earthquake; international response spokesperson for the City of Kobe.

### **SUMMARY OF ADDITIONAL WORK EXPERIENCE**

- **Greater Seattle Chamber of Commerce, Recreational Equipment Incorporated (REI), and the Office of the Mayor, City of Kobe, Japan:** Demonstrated project management and communications experience (strategic planning and implementation of communications strategies, including media relations, annual reports and publications, newsletters, websites, and executive briefing documents).
- **Japanese American Chamber of Commerce (JACC), iJapan.com startup, and King Broadcasting Company (corporate and AM/FM Radio) and Seattle-Kobe Sister City Association:** Additional experience with effective project management, event and delegation planning, fundraising, staff and volunteer management, member stewardship, and community outreach.

### **COMMUNITY & INTERNATIONAL INVOLVEMENT**

#### **Seattle-Kobe Sister City Association – President (1998-2015)**

- Served as president of the 13-person Board of Directors of this non-profit organization that facilitates exchanges, events and delegations with Kobe, Japan for 18 years.
  - Managed and led anniversary delegations of City of Seattle, Port of Seattle and community leadership for sister city and sister port anniversaries, some in partnership with the Trade Development Alliance of Greater Seattle. (1997, 2002, 2007, and 2012).
  - Coordinated a year-long series of events for four sister city anniversary celebrations, and served as official interpreter for Seattle Mayors, City of Seattle Councilmembers, and Port of Seattle leaders during four anniversary year activities in Seattle and Kobe.
  - Received several awards for our sister city program, including “judges award” from the national Sister Cities International organization and “best overall sister city program” from the City of Seattle.
  - Represented Seattle on Governor's Jay Inslee's Trade Mission & Friendship Delegation to celebrate sister state relationship with Hyogo Prefecture, Japan, September, 2015.
- Current board member of the Seattle-Kobe Sister City Association, Japan-America Society of the State of Washington, and the City of Seattle's International Advisory Board.
- Frequent public speaker about Japanese culture and customs, Kobe Earthquake experience and disaster preparedness in Seattle and Japan.

### **EDUCATION & HONORS**

**Leadership Tomorrow** civic leadership training program graduate.

**Inspirational Young Alumni Award** (area of study & community involvement), Pomona College.

**Bachelor of Arts, Asian Studies**, Pomona College, Claremont, CA.

- Study Abroad programs in Hiroshima and at Doshisha University's AKP Program in Kyoto, Japan.
- Exchange student programs in Koblenz, Germany and Tashkent, Uzbekistan.

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**File #:** Appt 02890, **Version:** 1


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Reappointment of David B. Woodward as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.

The Appointment Packet is provided as an attachment.




# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> <i>David B. Woodward</i>		
<b>Board/Commission Name:</b> <i>Seattle International Affairs Advisory Board</i>		<b>Position Title:</b> <i>Member</i>
<input type="checkbox"/> <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> 4/30/2026  <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
<b>Residential Neighborhood:</b> <i>Greenwood</i>	<b>Zip Code:</b> <i>98103</i>	<b>Contact Phone No.:</b> [REDACTED]
<b>Background: David B. Woodward, Board Member, Rotary International</b> Woodward founded David Woodward & Associates LLC in 2016 utilizing expertise developed over his 38 years in the field of international education and business. Most recently Woodward served as the President & CEO of Associates in Cultural Exchange from 1998 to 2016. He is also the in-coming President of the American Consortium of Universities. Woodward was born in Iran where he spent his early youth and developed a fascination for languages and cultures of the world. He became fluent in Persian, French and Arabic, studied Greek, Hebrew and German, and has traveled to over 50 countries. Woodward holds four degrees from UW including a Master of Education in Higher Education with a specialization in Teaching English as a Second Language, a Master of Arts in Near Eastern Languages and Civilization, a Bachelor of Arts in Linguistics, and a Bachelor of Arts in History. Beside teaching for A.C.E., Woodward taught English as a foreign language at Kuwait University in 1982-83. He has presented extensively on cross-cultural communication, language education, global business, international program administration, and Middle East civilization. Woodward has led in overseeing personnel nationally, marketing internationally, strengthening board and organizational development, and setting up strategic relationships worldwide. He also has led the development of various business startups and educational projects involving small businesses, universities, corporations, and government agencies within the U.S. and in peer regions of the world. He has established contracts for services, branch offices and representative service arrangements with client organizations in Oman, Kazakhstan, Russia, Switzerland, Japan, Korea, Australia, and six U.S. states.		
<b>Authorizing Signature (original signature):</b>  <b>Date Signed (appointed):</b> 4/16/2024	<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.

**SUMMARY OF QUALIFICATIONS**  
**David B. Woodward**



**PROFESSIONAL SKILLS:**

High-Level Cross Cultural, Multilingual and International Facilitation; International Program Administration & Financial Management; International Business Development & Consulting; Strategic Planning and Proposal Development; ESL/EFL and Technical Program Startup and Management; Curriculum Development, In-service Training, Pedagogy; Staff Selection, Supervision, and Team Building; Financial and Information Management; Public Relations and Communication Skills; Student Counseling and Services; Community Service; Philanthropy

**PROFESSIONAL EXPERIENCE –**

DAVID WOODWARD & ASSOCIATES LLC (DW), Seattle, WA

**Principal:** 2016 – Present

Provide a pathway to "intercultural trust and engagement" for those seeking to develop professional relationships and implement business and education projects worldwide.

American Consortium of Universities (ACU), Seattle, WA (a program of INTERLINK Language Centers)

**President:** 2017 – Present

Further develop ACU's global engagement on behalf of 7 partner universities connected through INTERLINK Language Centers. ACU facilitates international student admission, including conditional admission, to a wide range of graduate and undergraduate programs at its member institutions.

*for Associates in Cultural Exchange (A.C.E.) between 1980 & 2016:*

Associates in Cultural Exchange (A.C.E.), Seattle, WA (DBA for American Cultural Exchange)

**President & CEO:** 1998 – 2016

Duties: development of a fully independent board, an international advisory council, a long-term strategic plan, and corporate restructuring along the lines of a continuous improvement model. Have engineered turnaround, tripling gross revenues since 2004, and expansion to national footprint with program offices operating year round in 5 U.S. states.

A.C.E. InfoTech Group, Seattle, WA

**Chairman, Board of Directors:** March, 1999 – March, 2000

Duties: successful effort to spin off a for-profit division of A.C.E. in order to separate that activity from the core not-for-profit activities and eventually sell the new corporation.

American Cultural Exchange (A.C.E.), Seattle, WA

**Executive Vice President:** 1995 – 1998

Duties: management of all operations and development including international recruiting and marketing.

American Cultural Exchange (A.C.E.), Seattle, WA

**Vice President for Operations:** 1994 - 1995

Duties: oversight of A.C.E.'s U.S.-based intensive ESL institutes, the International Training and Development Institute, and development of new institutional linkages.

A.C.E. Training and Development Institute, Seattle, WA

**Director:** 1992 - 1995

Duties: establishment of this new division of the American Cultural Exchange in 1992 as the International Training and Development Institute incorporating all specialized training services of the company previously handled under the Office of Technical Training and the Office of Special Programs. The Institute conducts over numerous programs each year with hundreds of participants in both individualized and group programs. A major component of ITDI directorship is developing and maintaining relationships with contracting organizations in Washington, D.C. and abroad.

American Cultural Exchange (A.C.E.), Seattle, WA

**Assistant Vice President:** 1991 - 1993

Duties: assistance with oversight of A.C.E.'s ESL institutes and development of new ESL programs. Oversaw startup of new institutes at North Seattle Community College, Skagit Valley College, & Montana State University. Assisted with establishment of new MATESOL program at Seattle Pacific University in 1992-3.

A.C.E. Language Institute (formerly IELI) at Seattle Pacific University, Seattle, WA

**Director:** 1988 - 1993

**Director of Student Services/Student Advisor:** 1986 - 1987

**Activities Coordinator:** 1985 - 1986

**ESL Instructor:** 1980; 1984 - 1988

A.C.E. Language Institute (formerly IELI) at Pacific Lutheran University, Tacoma, WA

**Acting Director:** 1990 - 1991

**ESL Instructor:** 1983

A.C.E. Language Institute (formerly IELI) at North Seattle Community College (Currently at North Seattle Center), Seattle, WA 1989 - 1990

**Acting Director:** Coordinating establishment of the institute for the American Cultural Exchange

American Cultural Exchange (A.C.E.), Seattle, WA 1984

**ESL Instructor:** Preparing group from Saudi Arabia for computer curriculum at Boeing Computer Services

*Other Experience:*

GRE International (GREi), Seattle, WA

**Consultant:** 2011 – 2012

Duties: Established unit within Goodman Real Estate for sourcing capital in the GCC region.

Quality Schools International (QSI), Ljubljana, Slovenia

**Consultant:** 2005 – 2008

Duties: Developed first Seattle-based staff recruitment fair, held annually from 2006, and provided assistance in program and staff development as needed.

Pacific Northwest Advisors (PNWA), Seattle, WA

**Director, Middle East and Central Asia:** 2005 - 2008

Duties: Assisted premier Middle Eastern, Central Asian, and Pacific Northwest companies achieve their global business goals – specifically as it pertains to doing business between these regions -- by providing them with the best possible business solutions.

Taproot Theater Company (TTC), Seattle, WA

**Chairman, Board of Directors:** 1995 – 1999

Duties: Strengthened Board, created Advisory Board, and assisted TTC with promotion to the professional community in Seattle.

Seattle Pacific University, Seattle, WA

**Adjunct Professor:** 1990 (Winter Quarter)

Taught History of the Modern Middle East (HIS 3730)

Kuwait University, Kuwait 1982 – 1983

**EFL Instructor** in College of Arts teaching Kuwaiti undergraduate students full time for academic year

University of Washington ESL Department, Seattle, WA 1980 - 1982

**Teaching Assistant**

The American Cultural Exchange (A.C.E.), Seattle, WA 1981

**Professional Tutor** for foreign executives in ITEP Program

ESL Program, Griffin Business College, Seattle, WA 1981

**Instructor** in refugee program

## **EDUCATION:**

M.A. Near Eastern Languages & Civilization (1985)

University of Washington, Seattle, WA

M.Ed. Higher Education/TESL (1980)

University of Washington, Seattle, WA

B.A. Linguistics (1979)

University of Washington, Seattle, WA

B.A. History (1979)

University of Washington, Seattle, WA

Carleton College, Northfield, MN (1975-77)

**PROFESSIONAL ACTIVITIES:**

- \* Commission on English Language Program Accreditation, **Commissioner** (Term: 2003-2005), Treasurer (2004), Chair of Ad Hoc International Accreditation Committee (2005). Site Reviewer (2005 – Present), Nominations Committee (2014 – Present).
- NAFSA: Association of International Educators -- Washington State Representative for Region I (1988 - 90), **Membership Chair** for Region I (1990 - 91), **Registration Chair** for national conference local arrangements committee (1990), **Chair** of Region I (1994 - 95) and member of Regional Council, class of 1995. **Coordinator** of Middle East Interest Group (1994 - 96). **Vice Chair** of OSEAS Advocacy Working Group (1999-2002), **Member** of national Development Committee (2005-2006), **SPA Liaison** for IEM Knowledge Community (2015 – Present).
- \* Member of TESOL and Washington State affiliate, WAESOL, and **Vice-President** of WAESOL (1981 - 82). **Local Co-Chair** for TESOL national convention in Seattle, March 1998.
- \* Presentations & Publications: Numerous conference presentations for various associations and organizations regionally and nationally, as well as articles for professional newsletters.

**AWARDS:**

*Honorary Professor of Management, Turar Ryskulov Kazakh Economic University, Almaty, The Republic of Kazakhstan (27 December 2011)*  
*National Resource Fellowship in Near Eastern Languages & Civilizations, University of Washington (1981-1982)*  
*Cum Laude Society, Stony Brook School (June 1975)*

**SPECIAL SKILLS, EXPERIENCE, & COMMUNITY SERVICE:**

2015 – Present: Washington State Committee, US Global Leadership Council  
2011 – President: Advisory Board, Persian & Iranian Studies Dept., UW  
2010 – Present: Advisory Board, Global Business Program, Albers School, Seattle University  
2009 – Present: Member, District Export Council of Washington State  
2004 – Present: Board Member, Seattle Rotary & Co-Chair of Rotary Diplomacy Task Force  
2003 – 2007: Steering Committee Member, Washington State Coalition for International Education, Chair (2005-2006)  
2002 – 2004: Advisory Board, Ballard High School Teen Health Center, Seattle, WA  
2000 – 2012: Advisory Board, Trade Development Alliance, Greater Seattle Chamber of Commerce, Seattle, WA  
1999 – 2005: Advisory Board, Venture International, Nicosia, Cyprus  
1996 – 1999: Board Chair, Taproot Theatre Company, Seattle, WA

Oral and written proficiency in Arabic, Persian (Farsi), and French. Frequently speak or present on international education, language & culture education, the Middle East, and the Muslim world. Have familiarity with Greek, Hebrew, German and Spanish. Born and grew up in Iran and have traveled extensively in Asia, Europe and the Middle East. Proficiency with wide variety of information technology applications.



# Seattle International Affairs Advisory Board

30 Members: Pursuant to *Seattle Municipal Code 3.14.470*, 12 members subject to City Council confirmation, 2-year terms:

- 1 City Council-appointed
- 11 Mayor-appointed
- 4 Other Appointing Authority-appointed (specify): SMC

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
	F		1.	Seattle-Surabaya	June Cutler	5/1/24	04/30/26	1	SMC
	F		2.	Seattle-Limbe	LueRachelle Brim Atkins	5/1/24	04/30/26	1	SMC
6	F	4	3.	OIR, City of Seattle	Stacey Jehlik	5/1/24	04/30/26	2	SMC
	M	N/A	4.	Greater Seattle Partners	Josh Davis	5/1/24	04/30/26	1	SMC
	F	4	5.	Seattle City Council	Maritza Rivera	5/1/24	N/A	1	Council President
6	M	3	6.	UW, Jackson School	Monique A. Thormann	5/1/24	04/30/26	1	Mayor
6	M	7	7.	Visit Seattle	Liz Johnson	5/1/24	04/30/26	1	Mayor
	F	1	8.	UW, FIUTS	Era Schrepfer	5/1/24	04/30/26	1	Mayor
6	M	6	9.	Consular Association of Washington	Mark M. Gantar	5/1/24	04/30/26	1	Mayor
	M	1	10.	Amazon	Michael A. Harold	5/1/24	04/30/26	1	Mayor
6	F	N/A	11.	World Affairs Council	Jacqueline McLaren Miller	5/1/24	04/30/26	2	Mayor
	F	3	12.	Gates Foundation	Heather Yang Hwalek	5/1/24	04/30/26	1	Mayor
6	M	6	13.	Rotary International	David B. Woodward	5/1/24	04/30/26	2	Mayor
6	F	3	14.	Port of Seattle	Karin Zaugg Black	5/1/24	04/30/26	2	Mayor
1	F	N/A	15.	Small Business Development Center	Ellie He	5/1/24	04/30/26	1	Mayor
6	M	5	16.	Seattle Public Schools	Noah Zeichner	5/1/24	04/30/26	1	Mayor

## SELF-IDENTIFIED DIVERSITY CHART

	(1)		(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)	
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial					
Mayor	6	5			1					8								
Council	0	1																
Other	1	3																
<b>Total</b>	<b>7</b>	<b>9</b>			<b>1</b>					<b>8</b>								

## Key:

- \*D List the corresponding *Diversity Chart* number (1 through 9)
- \*\*G List *gender*, M = Male, F= Female, T= Transgender, U= Unknown



Legislation Text

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**File #:** Appt 02891, **Version:** 1


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Appointment of Noah Zeichner as member, Seattle International Affairs Advisory Board, for a term to April 30, 2026.

The Appointment Packet is provided as an attachment.



# City of Seattle Boards & Commissions Notice of Appointment

<b>Appointee Name:</b> Noah Zeichner		
<b>Board/Commission Name:</b> Seattle International Affairs Advisory Board		<b>Position Title:</b> Member
<input checked="" type="checkbox"/> Appointment OR <input 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> 5/1/2024 to 4/30/2026  <input type="checkbox"/> Serving remaining term of a vacant position	
<b>Residential Neighborhood:</b> Pinehurst	<b>Zip Code:</b> 98125	<b>Contact Phone No.:</b> [REDACTED]
<b>Background:</b>  <b>Noah Zeichner, International Education Consulting Teacher</b> Noah Zeichner is a National Board-certified social studies and Spanish teacher at Ingraham High School in Seattle, Washington. For the past several years, Noah has served as a consulting teacher for International Education for his school district. From 2011-2014, Noah coordinated a youth-led, school-wide festival called World Water Week and since 2015 he and his students have organized the annual Washington State Global Issues Network (WAGIN) Conference. From 2014-2017, he co-facilitated the weeklong Global Leadership Summer Institute, a workshop in which teachers learn how to create a more democratic classroom. Noah was honored with the 2013-14 World Affairs Council World Educator Award and was among 50 finalists chosen for the 2015 Global Teacher Prize. In 2012, Noah traveled to Brazil as part of the Teachers for Global Classrooms program and he recently visited South Africa as part of the 2018 NEA Foundation Global Learning Fellowship program.		
<b>Authorizing Signature (original signature):</b>   <b>Date Signed (appointed):</b> 4/16/2024	<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.

# Noah Zeichner

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## EDUCATION/CERTIFICATIONS

**National Board Certification**, November 2010, October 2019  
Social Studies - History/Adolescence and Young Adulthood

**University of Washington**, Seattle, Washington, March 2004  
*Master in Teaching*  
*Washington State Residency Teaching Certificate*  
Endorsements: Social Studies, Spanish, English as a Second Language

**University of Wisconsin**, Madison, Wisconsin, May 2000  
*Bachelor of Arts*  
Majors: History, Spanish

## PROFESSIONAL EXPERIENCE

**Ingraham High School**, Seattle, Washington, 2017-Present  
*Social Studies and Spanish teacher*

- Teach classes that include, IB History of the Americas, World History, and Spanish 1.
- Coordinate a youth-led global issues conference (2015, 2016, 2017, 2019, 2020).
- Advise student clubs and activities: East African Club, Latinx Club, Global Politics Club, Global Issues Network, Euro Challenge, and Ethics Bowl.

**Seattle Public Schools**, Seattle, Washington, 2014-Present  
*International Education Consulting Teacher*

- Lead school district's International School Leadership Team.
- Provide curricular and programmatic support for teachers and administration.
- Coordinate language competency testing in schools.
- Create and disseminate a monthly global education newsletter.

**NEA Foundation Global Learning Fellowship**, 2017-2018  
*Global Learning Fellow*

- Completed online global education coursework.
- Co-authored a global education book: "12 Lessons to Open Classrooms and Minds to the World."
- Traveled to South Africa to visit schools and historical sites.

**Chief Sealth International High School**, Seattle, Washington, 2004-2017  
*Social Studies and Spanish teacher*

- Taught classes that include World History, United States History, American Government, Global Leadership, Spanish, and International Baccalaureate Theory of Knowledge to a diverse student population.
- Co-created and coordinated a student-led, weeklong ideas festival focused on local and global water issues (2011-2014).
- Represented colleagues on the school's Building Leadership Team (2013-2017).
- Served as educational technologist for school: developed workshops and coached teachers on integrating technology into their curricula.

- Chaired Family Engagement Action Team: developed and carried out school-wide plans to involve parents and guardians in students' education, coordinated home visits.
- Co-facilitated cultural and educational exchange with sister school in Chongqing, China: led student trip to China in 2006, host students and teachers from China every other year.
- Served as teacher advisor to Green Team club: empower student leaders to design and carry out environmental action projects.
- Co-facilitated the development of the school's mariachi education program: co-authored and administered grants to purchase traditional mariachi suits for students and to establish an after-school mariachi class at feeder middle school, fundraised for and chaperoned student trip to mariachi festival each year.
- Served as cooperating teacher for teacher candidates from University of Washington, University of Washington-Bothell, and Seattle Pacific University.
- Department chair of the World Languages Department 2005-2009: participated in district-wide curriculum alignment committee, guided the development of a Mandarin Chinese language program.

### **Global Visionaries, Seattle, Washington, 2004-Present**

#### *Lead Teacher*

- Co-developed and facilitated Global Leadership Summer Institute for Teachers (2014-2016).
- Co-developed and taught Global Leadership high school curriculum.

#### *Trip Leader*

- Co-led five trips to Guatemala, which include intensive Spanish instruction, service-learning projects, and cross-cultural exchange.

### **Center for Teaching Quality, Carrboro, North Carolina, 2010-2014**

#### *CTQ Teacherpreneur*

- Co-developed an international teacher leader virtual network.
- Represented CTQ and Seattle Public Schools at Global Cities Education Network meetings in Singapore (2013), Toronto (2014) and Shanghai (2015).
- Co-authored report focused on professional learning systems with teacher leaders from Singapore, Shanghai, Toronto, Lexington (KY), and Denver.
- Authored the *Minding the Globe* blog on teachingquality.org.
- Worked with Seattle Public Schools and the Seattle Education Association to create a Teacher Advisory Council, offering leadership opportunities to area teachers.

### **IREX/U.S. Department of State Bureau of Educational and Cultural Affairs, 2011-2012**

#### *Teachers for Global Classrooms Fellow*

- Completed a graduate-level online course on best practices in global education.
- Participated in pre- and post-travel global education symposiums in Washington DC.
- Traveled to Brazil for two weeks to observe and co-teach in public school classrooms.
- Submitted a Program Capstone Project that includes a comprehensive Global Education Resource Guide for use in Seattle Public Schools.

### **Professional Educator Standards Board, State of Washington, 2011-2014**

#### *PESB Board Member*

- Served in Governor-appointed position on board that is responsible for setting and upholding high standards for the teaching profession in Washington State.

### **Maple Elementary School, Seattle, Washington, 2000-2002**

#### *Bilingual Instructional Assistant*

- Instructed K-5 ESL students in small groups and mainstream classes.
- Interpreted for Spanish-speaking parents.

- Represented the Bilingual Department on the Building Leadership Team.
- Coached fourth and fifth graders in weekly after-school basketball program.

**Instituto de Investigación, Educación y Promoción Popular del Ecuador  
(Institute of Research, Education, and Popular Advancement of Ecuador)**

Quito, Ecuador, 1998-1999

*Social Studies Teacher*

- Taught history to low-income, Spanish-speaking high school students.
- Directed and edited oral history video project in neighboring community.

**University of Wisconsin, May 2002**

*Research Assistant*

- Observed and interviewed teachers in Namibia for education reform study.

**Camp Interlaken, Eagle River, Wisconsin, 1996-2000**

*Co-director of Counselor-In-Training Program*

- Instructed 17-year-olds in counseling skills.

*Co-director of Teen Program*

- Supervised staff and administered summer program for 15-year-olds.

*Ropes Course Instructor*

- Strengthened kids' group problem-solving and communication skills.

## **HONORS AND AWARDS**

Top 50 Finalist, Global Teacher Prize, 2015

World Affairs Council World Educator Award, 2013

Phillip B. Swain Excellence in Education Award, 2011

Bezos Educator Scholar, 2010

Seattle Seahawks Hero in the Classroom, 2007

## **CONFERENCE PRESENTATIONS**

- "Globalizing the Humanities," Global Teaching Dialogue. Washington DC, June 2019.
- "Teaching about Toilets," Empowering Students to Improve the World Summer Institute. Minneapolis, MN, June 2019
- "From High School to College to Real World: Education Abroad and the Surprising Path of Generation Z," Forum on Education Abroad Annual Conference. Seattle, WA, March 2017.
- "Facing Challenges in Implementing an Immersion Program in a Public High School," International Conference on Immersion and Dual Language Education. Minneapolis, MN, October 2016.
- "Teaching the 2015 UN Climate Change Conference," Northwest Teaching for Social Justice Conference. Seattle, WA, October 2015.
- "Transforming Teaching as a Global Profession," Teaching & Learning Conference. Washington DC, March 2015.
- "Lessons for Funders from Around the Globe: Setting our Learners up for Success," Grantmakers for Education Annual Conference. Miami, FL, October 2014.
- "Teaching about Toilets and the Global Sanitation Crisis," Partnership for Global Learning Annual Conference. New York City, NY, June 2014.
- "Teacherpreneurs: The Future of Teacher Leadership," Learning Forward Summer Conference. Minneapolis, MN, July 2013.
- "World Water Week: Going Global with a Schoolwide Festival," Partnership for Global Learning Annual Conference. New York City, NY, June 2013.

- “Teaching about Toilets,” Washington State Council for the Social Studies Leadership Retreat. Chelan, WA, March, 2013.
- “Everyone Gets It: A Model for Teaching Global Citizenship.” National Council for the Social Studies Annual Conference. Seattle, WA, November 2012.
- “Global Leadership in The Social Studies Classroom,” Washington State Council for the Social Studies Leadership Retreat. Chelan, WA, March, 2012.
- “What Does Global Education Look Like?” Global Washington K-20 Education Summit. Seattle, WA, November, 2011.
- “World Water Week: How to Create a Schoolwide Festival,” Northwest Teachers for Social Justice Conference. Seattle, WA, October, 2011.

## **PUBLICATIONS**

- Zeichner, Noah. [“Racial Equity in Education: Reflections on South Africa.”](#) *Education Week Global Learning Blog*. December 13, 2018.
- Zeichner, Noah. [“Honoring Students’ Emotional Responses to Complex Global Issues.”](#) *Education Week Global Learning Blog*. April 10, 2018.
- Zeichner, Noah, Berry, Barnett, and Evans, Rachel. “Teacher Leadership: A Reinvented Teaching Profession.” *Flip the System*, edited by Jelmer Evers and Rene Kneyber, Routledge, 2015, 209-225.
- Zeichner, Noah. [“Why Teacher Leaders Are Critical to Advancing Global Education.”](#) *Education Week Global Learning Blog*. August 27, 2015.
- Zeichner, Noah. [“Professional Learning Takes Time.”](#) *Education Week Global Learning Blog*. June 5, 2014.
- Zeichner, Noah, et al. [“A Global Network of Teachers and Their Professional Learning Systems.”](#) Center for Teaching Quality. May 2014.
- Zeichner, Noah. [“Cultivating Global Leaders.”](#) *Go Teach Magazine*. March 12, 2014.
- Zeichner, Noah. [“Mapping a Teacher Boycott in Seattle.”](#) *Kappan Magazine*. October 2013.
- Zeichner, Noah. [“Rethinking Sh-t.”](#) *Rethinking Schools*. Fall 2013.
- Zeichner, Noah. [“The Next Step: A Hybrid Teaching Role.”](#) *Educational Horizons Magazine*. February 1, 2013
- Zeichner, Noah. [“Enhancing Global Competencies Through an International Teacher Network.”](#) *Education Week Global Learning Blog*. January 17, 2013.
- Zeichner, Noah. [“Global Education: Bringing the World to Your Classroom.”](#) *Education Week Teacher*. July 3, 2012.
- Zeichner, Noah. [“Calling All Teacher Leaders.”](#) *CNN Schools of Thought*. April 16, 2012.
- Zeichner, Noah. [“Going Global With a Schoolwide Festival.”](#) *Education Week Teacher*. April 10, 2012.
- Zeichner, Noah, et al. [“How Better Teacher & Student Assessment Can Power Up Learning.”](#) Washington New Millennium Initiative, Center for Teaching Quality. August 2011.

## **PROFESSIONAL MEMBERSHIPS**

National Council for the Social Studies  
 Washington State Council for the Social Studies  
 Organization of American Historians  
 American Historical Association  
 American Council on the Teaching of Foreign Languages  
 Washington Association for Language Teaching

# Seattle International Affairs Advisory Board

30 Members: Pursuant to *Seattle Municipal Code 3.14.470*, 12 members subject to City Council confirmation, 2-year terms:

- 1 City Council-appointed
- 11 Mayor-appointed
- 4 Other Appointing Authority-appointed (specify): SMC

## Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
	F		1.	Seattle-Surabaya	June Cutler	5/1/24	04/30/26	1	SMC
	F		2.	Seattle-Limbe	LueRachelle Brim Atkins	5/1/24	04/30/26	1	SMC
6	F	4	3.	OIR, City of Seattle	Stacey Jehlik	5/1/24	04/30/26	2	SMC
	M	N/A	4.	Greater Seattle Partners	Josh Davis	5/1/24	04/30/26	1	SMC
	F	4	5.	Seattle City Council	Maritza Rivera	5/1/24	N/A	1	Council President
6	M	3	6.	UW, Jackson School	Monique A. Thormann	5/1/24	04/30/26	1	Mayor
6	M	7	7.	Visit Seattle	Liz Johnson	5/1/24	04/30/26	1	Mayor
	F	1	8.	UW, FIUTS	Era Schrepfer	5/1/24	04/30/26	1	Mayor
6	M	6	9.	Consular Association of Washington	Mark M. Gantar	5/1/24	04/30/26	1	Mayor
	M	1	10.	Amazon	Michael A. Harold	5/1/24	04/30/26	1	Mayor
6	F	N/A	11.	World Affairs Council	Jacqueline McLaren Miller	5/1/24	04/30/26	2	Mayor
	F	3	12.	Gates Foundation	Heather Yang Hwalek	5/1/24	04/30/26	1	Mayor
6	M	6	13.	Rotary International	David B. Woodward	5/1/24	04/30/26	2	Mayor
6	F	3	14.	Port of Seattle	Karin Zaugg Black	5/1/24	04/30/26	2	Mayor
1	F	N/A	15.	Small Business Development Center	Ellie He	5/1/24	04/30/26	1	Mayor
6	M	5	16.	Seattle Public Schools	Noah Zeichner	5/1/24	04/30/26	1	Mayor

## SELF-IDENTIFIED DIVERSITY CHART

	(1)		(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)	
	Men	Women	Transgender	Unknown	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non- Hispanic	Pacific Islander	Middle Eastern	Multiracial					
Mayor	6	5			1					8								
Council	0	1																
Other	1	3																
<b>Total</b>	<b>7</b>	<b>9</b>			<b>1</b>					<b>8</b>								

## Key:

- \*D List the corresponding *Diversity Chart* number (1 through 9)
- \*\*G List *gender*, M = Male, F= Female, T= Transgender, U= Unknown





Legislation Text

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**File #:** CB 120801, **Version:** 1

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**CITY OF SEATTLE**

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

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

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.

WHEREAS, the collective bargaining agreement between The City of Seattle and Seattle City Light and the International Brotherhood of Electrical Workers Local 77 expired on January 22, 2021; and

WHEREAS, The City of Seattle and Seattle City Light and the International Brotherhood of Electrical Workers Local 77 entered into a supplemental memorandum of understanding from January 23, 2021, through January 22, 2023; and

WHEREAS, employees represented by the International Brotherhood of Electrical Workers Local 77 continued to work after January 22, 2023, on condition that their wages, hours, benefits, and other conditions of employment continue to be negotiated; and

WHEREAS, the collective bargaining agreement between The City of Seattle and Seattle City Light and the International Brotherhood of Electrical Workers Local 77 Power Marketers Unit expired on December 31, 2020; and

WHEREAS, The City of Seattle and Seattle City Light and the International Brotherhood of Electrical Workers Local 77 Power Marketers Unit entered into a supplemental memorandum of understanding from January 1, 2021, through December 31, 2022; and

WHEREAS, employees represented by the International Brotherhood of Electrical Workers Local 77 Power Marketers 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, the collective bargaining agreement between The City of Seattle and Seattle City Light and the International Brotherhood of Electrical Workers Local 77 Material Controllers Unit and the Apprenticeship Coordinators Unit expired on December 31, 2022; and

WHEREAS, employees represented by the International Brotherhood of Electrical Workers Local 77 Material Controllers Unit and the Apprenticeship Coordinators 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 agreements between The City of Seattle and Seattle City Light and the International Brotherhood of Electrical Workers Local 77; The City of Seattle and Seattle City Light and the International Brotherhood of Electrical Workers Local 77 Power Marketers Unit; and The City of Seattle and Seattle City Light and the International Brotherhood of Electrical Workers Local 77 Material Controllers Unit and the Apprenticeship Coordinators 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 agreements; 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 77, effective January 23, 2023, through January 22, 2026, substantially in the form attached to this ordinance as Attachment 1 and identified as “Agreement by and between The City of Seattle and the City Light Department and the International Brotherhood of Electrical Workers Local No. 77.”

Section 2. 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 77 Power Marketers Unit, effective January 1, 2023, through December 31, 2025, substantially in the form attached to this ordinance as Attachment 2 and identified as “Agreement By and Between The City of Seattle and The International Brotherhood of Electrical Workers Local Union No. 77 Power Marketers Unit.”

Section 3. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of The City of Seattle and the International Brotherhood of Electrical Workers Local 77 Material Controllers Unit and Apprenticeship Coordinators Unit, effective January 1, 2023, through December 31, 2027, substantially in the form attached to this ordinance as Attachment 3 and identified as “Agreement by and between The City of Seattle And Seattle City Light and the International Brotherhood of Electrical Workers Local No. 77 Material Controllers Unit and the Apprenticeship Coordinators Unit.”

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 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 City Light Department and the International Brotherhood of Electrical Workers Local No. 77

Attachment 2 - Agreement By and Between The City of Seattle and The International Brotherhood of Electrical Workers Local Union No. 77 Power Marketers Unit

Attachment 3 - Agreement by and between The City of Seattle and Seattle City Light and the International Brotherhood of Electrical Workers Local No. 77 Material Controllers Unit and the Apprenticeship Coordinators Unit

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

**by and between**

**THE CITY OF SEATTLE**

**and the**

**CITY LIGHT DEPARTMENT**

**and the**

**INTERNATIONAL**

**BROTHERHOOD OF**

**ELECTRICAL WORKERS**

**Local No. 77**

**Effective January 23, 2023, through January 22, 2026**

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Agreement

by and between the

City of Seattle

and the

City Light Department

and the

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, Local 77**

Effective January 23, 2023, through January 22, 2026

**PREAMBLE**

THIS AGREEMENT is made and entered into by and between the City of Seattle hereinafter called the City, the City Light Department hereinafter called the Department, and the International Brotherhood of Electrical Workers Local Union No. 77, signatory hereto, the Union being recognized as the representative of certain Department employees as set forth under Schedule "A" WITNESSETH:

## **PURPOSE OF THIS AGREEMENT**

The City, the Department and the Union recognize that harmonious relations should be maintained between them and with the public. The Department, the Union and the Public have a common and sympathetic interest in the progress of the Electrical Industry. All will benefit by continuous peace and by adjusting any differences which may arise by rational, common-sense methods. Therefore, the Department and the Union hereby agree 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 concerned in the territory in which the Department's activities are or may be carried on.
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 outlined 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 Department.
6. To adjust promptly all disputes arising between them related to matters covered by this Agreement.
7. To promote systematic labor-management cooperation between the Department and its employees.
8. To aid the re-establishment in civilian life of returning veterans.

It is recognized that the Department of City Light is a Department of the City of Seattle that is dedicated to the accomplishment of the municipal functions for which it was created, and all applicable Federal and State Laws and the City Charters are paramount.

## **ARTICLE 1. NONDISCRIMINATION**

- 1.1 The City and the Department will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry or national origin, Union activities, or presence of any sensory, mental or physical handicap.
- 1.2 Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender.

The use of plural pronouns in this Agreement to avoid gender connotation is not intended to make any provision inapplicable to an individual.

In deleting "Gender Based" nomenclature from this contract, both parties agree that there is no intent to change meaning or to alter any relation to applicable city, state and federal laws, regulations and standards or to industry standards. Where "Gender Based" nomenclature occurs in such documents it shall be interpreted to apply to any substitute term used in this contract. Prior contracts shall be used to resolve doubts.

## ARTICLE 2. SCOPE OF THE AGREEMENT

- 2.1 This Agreement is applicable to employees of the Department as noted in the Classifications of Schedule "A", who have designated as their representative Local Union Number 77, IBEW, signatory to this Agreement.
  - 2.1.1 Those duties performed by employees represented by the Union at Seattle City Light on January 22, 1991 shall remain in the jurisdiction of the Union. If those duties are assigned to a different or new classification in the classified service due to amendments resulting from future automation and technologies, the Union will continue to be recognized as the exclusive bargaining representative for those duties. Any disagreement between the parties over the application of this Section shall be processed and resolved pursuant to RCW 41.56. WAC 391.35.
  - 2.1.2 In the event the duties of a particular classification change due to new technologies or future automation, the individuals within that classification shall be provided with adequate training to prepare them to carry out those duties while making use of the new technologies.
- 2.2 The Department shall include in all specifications for work to be performed on contract by the Board of Public Works reference to existing State laws covering minimum wages, and residence of employees where the work to be performed is outside of the limits of the City of Seattle; where such work is inside the City of Seattle reference shall be made to the provisions of the City Charter and existing State Laws.
- 2.3 The right to hire, promote, discharge for just cause, maintain efficiency, and determine the location of Department headquarters are examples of management prerogatives. It is also understood that the Department retains the right, in its discretion, to manage its affairs and to direct its working force, and retains all other inherent Management rights except as may be limited by provisions of this Agreement.
- 2.4 The Union may grieve contracting out of work as described in Article 2, 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.
- 2.5 If the City of Seattle were to sell or otherwise transfer, per RCW 35.94.020, the functions of the City Light Department performed by the Bargaining Unit to another entity, such as a private sector company or a newly formed or existing public utility district, hereinafter referred to as the successor employer, the City will include as part of the agreement for sale or transfer a requirement that the entity shall continue to provide electrical services on a reliable basis during and after the transfer. To support this requirement, the City will include in such agreement of sale or transfer the following provision:

All affected employees of the Bargaining Unit will be offered the option of employment by the successor employer within their job classification (or other classification as may be mutually agreed with IBEW, Local 77).

- 2.5.1 The City of Seattle recognizes that it has obligations under RCW 41.56 to bargain with IBEW, Local 77 the effects of its decision to transfer or sell property or assets under RCW 35.94.020. The City will give notice and enter into bargaining at least six (6) months prior to the sale or transfer. The subjects for bargaining will include, but not be limited to: (1) the effects of severing or transferring from group benefit and retirement plans that require participants be employees of the City of Seattle and (2) payment for or transfer of accrued paid leave benefits.
- 2.5.2 The City will give at least six (6) months' notice and will bargain the impacts of the sale or transfer of property or assets surpluses under RCW 35.94.040 should such sale result in the displacement of IBEW, Local 77 represented employees.
- 2.5.3 The General Manager and Chief Executive Officer of Seattle City Light or his/her designee will notify the Union in advance when the Department will be discussing, in a meeting of the City Council, or committee of the City Council, proposals or options for the sale or transfer of the City Light electric utility under the terms of RCW 35.94.020.
- 2.5.4 The Union recognizes the City and Department cannot be held accountable or liable for the actions or inactions of the successor employer provided the terms of this Section 2.5 have been complied with and no misrepresentations have been made to the successor regarding the spirit and intent of this successor clause.
- 2.6 Reorganization/Merger with another City Department: The City agrees that should it place the electric utility Bargaining Unit work within the scope of this Agreement and/or the employees performing the Bargaining Unit work in another City Department during the term of this Agreement, IBEW, Local 77 will continue to be recognized as representing this Bargaining Unit work per the provisions of this Collective Bargaining Agreement; provided that the merger/reorganization and this Section 2.6 do not violate a statutory requirement of representation.

### **ARTICLE 3. JOINT LABOR MANAGEMENT COMMITTEE**

- 3.1 It is the purpose and intent of the Joint Labor/Management Committee to disclose, investigate, study and develop proposed solutions to issues and interests affecting labor and/or management. The following represents the consensus of labor and management to enable the Joint Labor/Management Committee process to work, recognizing the interest and concerns of the parties.
- 3.1.1 During the term of the Collective Bargaining Agreement, both parties are mutually bound to use the Joint Labor/Management Committee process to disclose and address issues which either party recognizes as affecting wages, hours, and working conditions, and to complete the Joint Labor/Management Committee process before pursuing other statutory or contractual options.
- 3.1.2 In the event that the Joint Labor/Management Committee process does not produce agreement on how to resolve an issue, either party may declare impasse, and both parties recognize the other party's right to retain their statutory and contractual options, including management's legal obligation and the union's legal right to negotiate all matters affecting wages, hours and working conditions which affect the Bargaining Unit. Similarly, the Joint Labor/Management Committee process shall not abridge or otherwise diminish the parties' rights as set forth under the Agreement and/or R.C.W., Chapter 41.56 Public Employees Collective Bargaining Agreement to negotiate can take place at any point during the Joint Labor/Management Committee process upon mutual consent by the parties, to resolve issues affecting wages, hours and working conditions.
- 3.1.3 The Joint Labor/Management Committee process shall be transparent, well defined, timely, provide equal access to the parties, and include all parties necessary to accomplish resolution of issues.
- 3.1.4 The parties are mutually committed to the Joint Labor/Management process and agree to be held accountable.
- 3.1.5 The Joint Labor/Management Committee process may address the causes of grievances but is not intended by the parties to be used as a forum to resolve grievances filed under the Collective Bargaining Agreement. Nothing in the Joint Labor/Management Committee process will restrict, impair or interfere with the parties' right to file and process grievances under Article 7 of the Collective Bargaining Agreement.
- 3.1.6 The parties shall not make unilateral changes in the terms of this Collective Bargaining Agreement.
- 3.2.1 Management representatives on the Committee will be as follows:
- General Manager and Chief Executive Officer of City Light Department (or designee).
  - City of Seattle Director of Labor Relations (or designee).

- Seattle City Light Human Resources Officer (or designee).
  - Up to three (3) affected division directors or other management representatives.
- 3.2.2 Labor representatives on the Committee shall be as follows:
- Union Business Manager (or designee).
  - Up to five (5) other union representatives, as designated by IBEW, Local 77.
- 3.2.3 Alternates may be designated, and both parties recognize that continuity of membership is essential to the effectiveness of the Labor/Management Committee process. Members shall be designated as authorized representatives of the Parties, with the delegated authority to make decisions on behalf of the Parties.
- 3.3 The responsibility for Chairing meetings shall alternate each meeting between the Union and Management. The chairperson shall function as a facilitator of committee deliberations, or delegate the function to another member. Each party will determine whether their chair assignment will be permanent or rotate among their members.
- 3.4 Regular meetings to be scheduled on a bi-monthly basis, 9 a.m. to 4 p.m., at a location mutually agreed to by the Committee. Interim meetings or sub-committees meetings, may be held as mutually agreed to by the Committee.
- 3.4.1 Resources necessary to prepare and distribute an agenda one week in advance of each regular meeting shall be provided by the Seattle City Light Human Resources Officer (or designee).
- 3.4.2 The Joint Labor/Management Committee shall set the agenda at their previous meeting. Additional issues will be placed on the agenda at the request of either party, provided the request is received by the Seattle City Light Human Resources Officer (or designee) at least two (2) weeks in advance of the scheduled meeting. The agenda shall include a brief description of each item to be discussed. Agenda issues must be addressed at that meeting unless continued by mutual agreement. Topics not on the agenda shall be discussed only if mutually agreed to by Labor and Management.
- 3.4.3 Summary minutes shall be taken during each meeting and shall consist of the topics discussed and the disposition of each. The minutes shall be prepared by management in electronic format and distributed electronically via e-mail prior to the next regularly scheduled meeting for approval by the Committee at the following meeting.
- 3.4.4 Added resource personnel and resource materials will be made available by both parties as needed to fully disclose, understand, and resolve each agenda item.
- 3.4.5 Sub-committees, when established, are to be given a clear scope for their deliberations and a due date for reporting to the full Labor/Management Committee.
- 3.5 Emergency meetings of the Labor/Management Committee will be scheduled by the City of

- Seattle Director of Labor Relations (or designee), within two working days, at the request of either party.
- 3.6 For purposes of placing issues on the agenda for regular meetings of the Labor/Management Committee, the management representative to contact is the General Manager and Chief Executive Officer of City Light (or designee) or the Seattle City Light Human Resources Officer (or designee). The labor representative to contact is the IBEW, Local 77 Business Manager (or designee).
- 3.6.1 For scheduling an emergency meeting of the Labor/Management Committee, the designated management contact is the City of Seattle Labor Relations Director (or designee). The designated labor contact is the IBEW, Local 77 Business Manager (or designee).
- 3.7 The findings, recommendations and conclusions of the Labor/Management Committee will be set forth in writing for each issue. The resulting document shall be signed by the General Manager and Chief Executive Officer of City Light (or designee), City of Seattle Personnel Director (or designee), and the IBEW, Local 77 Business Manager (or designee).
- 3.7.1 It is understood and agreed that the recommendations, including any and all modifications to the terms of the Agreement, may be subject to ratification by the affected parties. Once ratified, such resolutions can be modified only by mutual written agreement, signed by the appropriate parties.
- 3.8 During the term of this agreement the parties agree to establish a subcommittee to address the potential incorporation of all outstanding memorandums/letters of understandings or agreement in preparation for the bargaining of a successor agreement.



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

- 4.1 For and in consideration of the promises and obligations of each party to the other, as hereinafter set forth, the parties hereby agree to the following conditions of employment effective January 23, 2023 through January 22, 2027~~6~~ and from year to year thereafter. The parties must notify the other party not less than ninety (90) days prior to January 22 of the calendar year 2027~~6~~ of its desire to terminate or amend the same for the following year. If an amendment is desired, the substance thereof shall be contained in such notice. Without giving such notice of termination, the Working Rules shall be subject to such changes or modifications as shall be mutually agreed upon by the parties hereto, but such changes or modifications, if made, shall not be retroactive.
- 4.2 Effective January 23, 2023, the 100% Journeyworker rate shall be increased by five percent (5%) as identified in Schedule “A” of this Agreement. All other pay rates in Schedule "A" shall be adjusted in accordance with the stated percentage relationship to the 100% Journeyworker rate.
- 4.3 Effective January 23, 2024, the 100% Journeyworker rate shall be increased by four-and-one-half percent (4.5%) as identified in Schedule “A” of this Agreement. All other pay rates in Schedule "A" shall be adjusted in accordance with the stated percentage relationship to the 100% Journeyworker rate.
- 4.3.1 Effective January 23, 2025, ~~January 23, 2026, and January 23, 2027~~, the 100% Journeyworker rate shall be increased in accordance with Article 17, Sections 17.1.3, ~~17.1.4~~, and 17.1.4. All other pay rates in Schedule "A" shall be adjusted in accordance with the stated percentage relationship to the 100% Journeyworker rate.
- 4.3.2 At its discretion for any one or all of the annual pay increase effective dates, the City may implement the new pay rates prior to the January 23 pay date, but no earlier than the beginning of the pay period in which this date falls.
- 4.4 A Wage Review Committee shall be provided by the Department to hear and rule on wage relationship adjustments. Requests for such adjustments, together with justification therefore, must be presented to the Department in writing with endorsement by the Union no later than October 15th prior to the expiration of the Agreement, but not during the period of January 1 to March 31 of each year. 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 forty-five (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 thirty (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. EMPLOYMENT**

- 5.1 It is agreed that the Department shall select all employees in accordance with the provisions of Article XVI of the City Charter. However, the Union signatory to this Agreement will assist the Department by directing qualified eligible applicants to the sources through which employees are obtained. In the event, however, that employees are desired and not available through the Seattle Human Resources Department, the Department will notify the Union for assistance in filling such vacancies at the same time as other sources of such employees are notified.
- 5.2 Except for the adoption of Emergency Rules, at least fourteen (14) days prior to adoption of amendments to the City Personnel Rules the City Labor Relations Director shall notify the Union of the proposed changes for purposes of allowing the Union to comment thereupon as provided in Ordinance 102228.
- 5.3 The layoff of employees covered by this Agreement shall be accomplished in accordance with City Personnel Rules provided, however, performance evaluation shall not be used as a criterion for determining the order of layoff for employees covered by this Agreement.
  - 5.3.1 As soon as it is determined by the Department that a layoff among employees covered by this Agreement is necessary, the Department will notify the Union.

## ARTICLE 6. UNION MEMBERSHIP

- 6.1 Each employee within the Bargaining Unit shall 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 shall maintain such membership in good standing, and failure by any such employee to apply for and/or maintain such membership in accordance with this provision shall constitute cause for discharge of such employee; provided that it is expressly understood and agreed that the discharge of employees is governed by applicable provisions of the City Charter which provisions are paramount and shall prevail; provided further that the above requirements to apply for Union membership and/or maintain Union membership shall be satisfied by an offer of the employee to pay the regular initiation fee and the regular dues uniformly required by the Union of its members in municipal employment.
- 6.2 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee and regular monthly dues uniformly required by members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employees shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Union by the City. The Union agrees to indemnify and save harmless the employer from any and all liability arising out of this article, except Section 6.3.
- 6.3 The employees covered by this Agreement may examine their Departmental Personnel File in the Department Personnel Office in the presence of the Human Resources Officer 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.
- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 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
- 6.8 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.
- 6.9 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.
- 6.10 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.
- 6.11 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.
- 6.12 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 7. GRIEVANCE PROCEDURE

- 7.1 Recognizing that the terms of the Agreement may be subject to different interpretations, both the Department and the Union should have recourse to an orderly means of resolving grievances. The following outline of procedure by which grievances shall be processed is written as for a grievance of the Union against the Department, but it is understood that the steps are similar for a grievance of the Department against the Union.

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 (who is outside of the Bargaining Unit) within fifteen (15) working days of the Steward's knowledge that a grievable incident has allegedly occurred.

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 Department Human Resources Officer (or designee), he shall submit it in writing, with a copy to the City Director of Labor Relations, within fifteen (15) working days after the discussion in Step 1. The grievance should set forth the following:

- a. A statement of the nature of the grievance and the facts upon which it is based.
- b. The remedy or correction desired.
- c. The Section or Sections of the Agreement relied upon as being applicable thereto. When a grievance is so presented, the Department and Union shall, within ten (10) working days schedule a meeting to discuss the grievance. The Department shall reply in writing within fifteen (15) working days from the date of the meeting. Should the parties agree to forego such a meeting, the Department shall, within fifteen (15) working 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 fifteen (15) working days after the Step 2 answer, to a Joint Labor/Management Committee composed of three (3) representatives of the Union and three (3) representatives for the Department, one of whom shall be the City Director of Labor Relations (or designee), who shall endeavor to settle the grievance within fifteen (15) working days.

Step 4: If the difference or complaint is not settled in Step 3, it may be referred to the American Arbitration Association for arbitration to be conducted under its voluntary

labor arbitration regulations. Such reference to arbitration will be made within thirty (30) calendar days after receipt of the Step 3 response, and will be accompanied by the following information:

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

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.

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

7.1.1 By mutual agreement, the parties to this Agreement, the Union and the City, may: 1) submit the grievance for mediation prior to arbitration under the City's mediation model; or 2) may request the arbitrator selected for arbitration, or another arbitrator, mediate the dispute which shall then be subject to arbitration by a different Arbitrator if mediation should fail to result in a settlement.

7.1.2 Grievances processed through Step 3 shall be heard during normal City working hours (7:45 a.m. to 4:15 p.m.) at the Department's Human Resources Office Headquarters or Union Office unless the parties agree a satellite location is more appropriate. 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 through prior approval of the Department.
- 7.2 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.
- 7.3 When a grievance is of a general nature, it will not be necessary that the Union list the names of the aggrieved employees.
- 7.4 Arbitration awards or grievance settlements shall not be retroactive beyond the date of occurrence or non-occurrence upon which the grievance is based.

## ARTICLE 8. DISCIPLINE

- 8.1 The City/Department 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/Department 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 the seriousness of the affected employee's conduct.

- 8.3 In cases of suspension, demotion or discharge, the specified charges shall be furnished to the Union and the employee in writing.
- 8.4 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.
- 8.5 Provided an employee has received no further or additional discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two (2) years other than to show notice of any rule or policy at issue.
- 8.6 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 Section 8.5 of this agreement.



## **ARTICLE 9. WORK STOPPAGE**

- 9.1 The public interest in the accomplishment of the purposes of the Department always being paramount, the Department and the Union further agree that, pending the determination or adjustment of any issue arising between them, there will be no change in the conditions in any schedules or recorded understanding applicable to such issue. There will be no stoppage or interference with the progress of the work during the term of this Agreement.

## ARTICLE 10. HOLIDAYS

10.1 The following days shall be recognized as paid holidays:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Washington'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 following
Christmas	December 25
First Floating Holiday	
Second Floating Holiday	
Third Floating Holiday after 9 years of service	
Fourth Floating Holiday after 9 years of service	

10.2 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.

10.3 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. When an employee's regularly scheduled day off falls on a Holiday (i.e. Monday) then the employee has the option to have the following day off.

10.4 New employees employed on or before February 12 of a calendar year shall be entitled to use the First Floating Holiday as referenced in Section 10.1 of this Article during that calendar year. New employees employed on or before October 1 of a calendar year shall be entitled to use the Second Floating Holiday during the calendar year.

- 10.5 Effective January 23, 2023, employees who have completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (Article 11.2) 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 10.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.
- 10.6 It is the intent of the Department, the City and the Union that employees be treated equitably and nonarbitrarily in their ability to schedule floating holidays on the date of their choice.

**ARTICLE 11. VACATIONS**

- 11.1 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.
- 11.2 "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensated 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.
- 11.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

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

- 11.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which he/she became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed; provided, however, any employee whose vacation balance on January 1, 1994 exceeds the maximum allowed may retain the excess balance and accrue additional vacation at the appropriate rate through January 1, 1996, after which date all vacation hours in excess of the maximum vacation balance allowed for in Section 11.3 and 11.4 shall be lost, and further accrual and the maximum vacation balance shall be in accordance with the provisions of this Article without benefit of the 1993 grace period proviso.

- 11.5 New employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.
- 11.6 An employee may, upon approval of the appropriate Management representative, exceed the maximum vacation allowance by no more than twenty (20) days when the employee has been prevented from using said vacation time by reason of injury, illness or department work schedules. The employee shall have one (1) year to use the special extension and will be allowed to continue to accrue vacation during this period.
- 11.7 "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.
- 11.8 The minimum vacation allowance to be taken by an employee shall be four (4) hours or, at the discretion of the appropriate management representative, such lesser fraction of a day as shall be approved by the appropriate management representative.
- 11.9 An employee who leaves the City service for any reason after more than six (6) months of service shall be paid in a lump sum for any unused vacation he/she has previously accrued.
- 11.9.1 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.
- 11.10 Where an employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons. In all other instances, employees must use all accrued vacation prior to beginning a leave of absence, except that 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.
- Where the terms of this Section 11.10 are in conflict with Ordinance 116761 (family and medical leave) as it exists or may be hereafter modified, the ordinance shall apply.
- 11.11 The appropriate Management representative 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 employee to the greatest degree feasible.
- 11.12 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.
- 11.13 On June 1, 1993, employees with twenty (20) years of service or more were eligible to convert to the system as outlined above or remain on the system outlined in the 1991-1994 Collective Bargaining Agreement and attached hereto as Appendix E. Employees who remained on the

system as outlined in the 1991-1994 Collective Bargaining Agreement may convert to the new system in September of each succeeding year. These subsequently converting employees shall receive a two (2) year transition period in which to use excess hours as outlined in 11.4.

- 11.14 For purposes of establishing the vacation accrual rate for employees who are in the Bargaining Unit on the date of ratification, the City will assign the date January 1 of the year the employee joined City service as the Anniversary date and begin calculating hours on regular pay status from that date. This assignment will prevent a loss of accrual which would result from the conversion of the vacation system.
- 11.15 New employees joining City service after the date of ratification shall be immediately placed on hourly vacation accrual with an Anniversary date of the first day of actual service.

**ARTICLE 12. SICK LEAVE, FUNERAL LEAVE, DENTAL CARE,  
MEDICAL CARE AND LONG-TERM DISABILITY INSURANCE**

12.1 All employees in classifications covered by this Agreement will be allowed sick leave according to provisions of Ordinance 88522 as amended by Ordinances 89939, 93066, 93257 and 114648. The Union shall be furnished with copies of any emergency rules adopted pursuant to Ordinance 114648 and shall receive copies of any proposed changes thereto not less than thirty (30) days prior to adoption.

12.1.1 Sick leave credit will be accumulated at the rate of .046 hours for each hour on regular pay status, but not to exceed forty (40) hours a week.

12.1.2 Employees shall be entitled to use sick leave after thirty (30) days of employment.

12.1.3 Unlimited sick leave credit may be accumulated. Upon retirement, twenty-five percent (25%) of an employee's sick leave credit accumulation can be applied to the payment of health care premiums, or to a cash payment at the straight time rate of pay of such employee in effect on the day prior to retirement.

Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to the employee's designated beneficiary.

Cash payments of unused sick leave may be deferred for a period of one (1) year or less, providing the employee notifies the Department Personnel Office of this election at the time of retirement. Requests for deferred cash payments of unused sick leave shall be made in writing.

12.1.4 Sick leave credit can be used for time off with pay, from the first workday of such absence, for bona fide cases of:

- Sickness or injury of an employee;
- Disability due to pregnancy and/or childbirth;
- Medical or dental appointments.

Sick leave credit may also be used for care of family members as required of the City by state law and/or for care of family members, including domestic partners, as defined and provided for by City of Seattle ordinance as cited above.

12.1.5 Any application for sick leave of over four (4) days' duration must be supported by a report of the employee's personal physician. All applications for sick leave must be approved by the appropriate Management representative.

- 12.1.6 The employee shall promptly notify the immediate supervisor no later than the start of the employee’s workday, if medically possible, by telephone or otherwise, on the first day off due to illness. Employees must also keep their supervisor informed as to their availability to return to work.
- 12.1.7 All employees while on sick leave shall make themselves available for such investigation, medical or otherwise, as may be ordered by the City Personnel Director or the Department.
- 12.2 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.

- 12.3 During the term of this Agreement, The City shall provide a Medical Care Program to all eligible employees and their dependents under conditions of:
- A. The medical care contracts between the City, Aetna and Kaiser is only available to employees covered by this Agreement with modifications to benefit levels and costs from the 2023 plan year as identified herein; The City and the Union agree to split the Local 77 monthly health care premium costs; the City shall pay 90 percent and employees shall pay 10 percent of such costs.

Employees who elect Local 77 health care plans will receive coverage enhancements to comply with the requirements of the Patient Protection and Affordable Care Act, and the City will implement that following changes to copay costs:

**Aetna Preventative**

Office visit copay will increase from \$5 to \$10  
Retail Rx copay will increase from \$5/10/25 to \$10/20/40  
Mail Rx copay will increase from \$10/20/50 to \$20/40/80

**Aetna Traditional**

Retail Rx copays will increase from \$8 to \$15  
Mail Rx copays will increase from \$16 to \$30

**Kaiser Standard**

Office visit copays will increase from \$5 to \$10  
Retail Rx copays will increase from \$5 to \$10  
Mail Rx copays will increase from \$15 to \$30



and which is in effect upon the execution of this Agreement by both parties; or

- B. The medical care contracts between the City, Aetna and Kaiser provided to “Most Employees” health care plan, enhanced for Local 77 members to comply with the requirements of the Patient Protection and Affordable Care Act. Employees who elect such plan will have the current (as of 2/18/14) cost sharing arrangement as other participants in the “most employees” health care plan in years 2-3 of this agreement. Employees who elect the “most employees” health care plan may not elect to return to the health care plan contracts identified in Article 12.3 A.
  - C. The City will hold an open enrollment period as soon as practicable after signature of this agreement so that union members may elect coverage of health care plans. This shall be considered the open enrollment period in 2024.
- 12.3.1 The City will not revise the benefits of the plans identified in article 12.3 A for this Bargaining Unit except by mutual agreement with the Union. The deductibles, coinsurance levels, copay amounts and other cost sharing terms of these plans will not be revised except by mutual agreement by the Union and the City.
- A. There will be an annual open enrollment period for IBEW, Local 77, Bargaining Unit members.
  - B. Time or other conditions that have served to satisfy pre-existing medical condition provisions of any of the health care plans offered by the City will apply to other plans offered by the City when an employee chooses to change plans during the open enrollment period.
- 12.3.2 If the City offers new health care plans or other optional benefit programs, these will be offered on a voluntary basis to IBEW, Local 77. These programs may be re-bid to ensure quality and cost effectiveness. If these optional programs are no longer offered to City employees, they will no longer be offered to IBEW, Local 77.
- 12.3.3 If the City terminates a health care plan it provides at its discretion and an employee (or a dependent covered by the employee’s health care plan) is undergoing prescribed treatment for a health care condition at the time of the plan termination, the employee or family member will be permitted to continue with that treatment program with the HMA Traditional, Aetna Preventative self-insured plans or Group Health Standard program if chosen, until that treatment is completed, provided the employee notifies the City of Seattle health care Program Manager in writing of this fact on the open enrollment change form. This provision will not serve to add to or subtract from any benefit plan provisions.
- 12.4 Dental Care – During the term of this Agreement, the City shall provide a Dental Care Program to all eligible employees and their dependents under conditions of the dental care contract between the City and Washington Dental Service (or a similar program mutually

- agreed upon) which is applicable to employees covered by this Agreement and which was in effect upon the date of execution of this Agreement by both parties. The City shall pay one hundred percent (100%) of the monthly premium for dental care coverage.
- 12.5 Vision Care – During the term of this Agreement, the City shall provide a Vision Care Program to all eligible employees and their dependents under conditions of the vision care contract between the City and Vision Service Plan (or a similar program mutually agreed upon) which is applicable to employees covered by this Agreement and which was in effect upon the date of execution of this Agreement by both parties. The City shall pay one hundred percent (100%) of the monthly premium for vision care coverage.
- 12.6 Effective 2023, the maximum City share of the monthly premium for the medical plans identified in Article 12.3 A of this agreement shall be ninety percent (90%) and the maximum Employee share shall be ten percent (10%) of the total premium costs. Employees who elect a health care plan provided under Article 12.3 B of this agreement will have the same premium sharing arrangement as other employees in the most employees' health care plan.
- 12.6.1 The maximum monthly medical, dental and vision care premiums per covered employee, including his/her dependents, the City shall assume, shall be no less, but no more than the City's share of premium rates established for the calendar year 2023, but not to exceed the maximum limitation on the City's monthly premium obligation per calendar year as set forth within this Article.
- 12.7 If a carrier(s) is unable or unwilling to maintain a major benefit now covered under the plans in Sections 12.3, 12.4, and 12.5, the parties to this Agreement shall enter into immediate negotiations over selection of a new carrier and/or modification of the existing plan.
- 12.7.1 If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this Agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.
- 12.8 During the term of this Agreement, the City and the Union may mutually agree to eliminate the insurance carrier for any of the medical, dental or vision benefits covered above and provide an alternative plan either through self-insurance or a combination of self-insurance and carrier provided benefits; provided such change maintains substantially the same level of medical, dental or vision benefits and is more cost effective.
- 12.9 Long Term Disability – The City will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The City will 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 \$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%) for the remainder of the employee's base monthly wage (up to a maximum \$8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description.

The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.

- 12.9.1 During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any of the 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.
- 12.9.2 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, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within this Section.
- 12.10 VEBA Benefit: Upon retirement, thirty-five percent (35%) of an employee's unused sick leave credit accumulation shall be transferred to a VEBA account (as described below) to be used according to Internal Revenue Service (IRS) regulations on the day prior to their retirement. Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary. However, if an employee is eligible for retirement and chooses to vest their funds with the Retirement System at the time they leave City Employment, they will lose all sick leave credit and not be eligible to receive the twenty five percent (25%) cash out.

Employees who are eligible to retire shall participate in a vote administered by the Union to determine if the Voluntary Employee Benefits Association (VEBA) benefit shall be offered to employees who elect to retire. The VEBA benefit allows employees who are eligible to retire from City Service to cash out their unused sick leave balance upon retirement and place it in a VEBA account to be used for post-retirement healthcare costs as allowed under IRS regulations.

Eligibility-to-Retire Requirements:

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

For purposes of identifying all potential eligible-to-retain employees, the City shall create a list of members who are in the City's HRIS system at age 45 or older and provide this list to the Union so that the Union can administer the vote. If the eligible-to-retain members of the bargaining unit vote to accept the VEBA, then all members of the bargaining unit who retire from City service shall either:

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

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

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

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

12.11 Sabbatical Leave: Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code Chapter 4.33.

12.12 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.

**ARTICLE 13. LEAVE OF ABSENCE and EMERGENCY LEAVE**

- 13.1 If employees request time off in addition to their regular time off, such request may be granted without pay as provided by City Personnel Rules.
- 13.2 One (1) day, ~~for a total of eight (8) hours~~, emergency leave per Agreement year without loss of pay may be taken with approval of the employee's supervisor and/or department head 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 an unforeseen occurrence with respect to the employee's household, either of which necessitates immediate action on the part of the employee. The "immediate family" is limited to the spouse, domestic partner, children and parents of the employee. The "household" is defined as the physical aspects of the employee's residence. Emergency leave may be used in one (1) hour increments.

## ARTICLE 14. APPRENTICESHIP

- 14.1 The City of Seattle, Washington Standards of Apprenticeship developed by the City of Seattle Joint Apprenticeship Training Committee are hereby recognized. This conforms to the provisions of the City Charter.

Both City Light and the Union recognize that the Washington State Apprentice and Training Council (herein after referred to as the WSATC) has the authority to develop, administer and enforce apprenticeship program standards for the operation and success of apprenticeship and training programs and may change its rules, policy, and/or administrative practices. Upon WSATC notification of those changes, such rules, policy and/or administrative practices shall be recognized as part of this Agreement unless specifically addressed under Section 14.2.

- 14.2 Application of the standards and detailed procedure for the operation of the program, (including, but not limited to, work processes, apprentice rotation, changes to work schedule and administrative standards as defined in WAC 296-05-003), shall be worked out by the Electrical Crafts Apprenticeship Committee (herein after referred to as the ECAC), recommended to the City of Seattle Joint Apprenticeship Training Committee (herein after referred to as the JATC), and, when approved by the JATC, be recognized as a part of this Agreement. The areas and hours of training for all the apprenticeships may be changed upon recommendation of the ECAC and approved by the JATC and the WSATC.
- 14.3 Rules, regulations and requirements concerning Apprentices shall be furnished to employees and will be made available as provided in Section 25.1 of Article 25.
- 14.4 All apprentices who have passed the journey level exam and satisfactorily completed the requirements for the Apprentice Program shall be granted journey level classification and status. Classification seniority for bidding purposes shall begin one (1) calendar year previous to the day the apprentice completes his/her apprenticeship. This Section does not guarantee any employment right beyond that of any other employee in the Bargaining Unit.

In cases where two (2) or more apprentices complete the program simultaneously, the following criteria shall be used to break ties, in the following descending order:

- a. Seniority in classification (per Schedule "A" title)
- b. Seniority in City Light Department
- c. Examination score
- d. Seniority in City of Seattle
- e. Such other criteria as established by the Joint Labor Management Committee, in the event that there is still a tie between two or more bidders for the same specific purpose.

14.5 The following rules, some of which are covered in the City of Seattle Apprenticeship Standards, apply:

a. Lineworker Apprentices

1. Lineworker Apprentices (Period 1 through 5) where practical, should be rotated from crew to crew approximately every three (3) months or more often; those in Period 6 and 7, where practical, approximately every six (6) months or more often.
2. Lineworker Apprentice training shall include the type of work reflected in the Standards of Apprenticeship adopted by the JATC, approved by the WSATC, October 22, 2004, Work Processes section, Lineworker subsection, or most current version.
3. Lineworker Apprentices shall be required to practice and be trained in safe and proper climbing techniques, and pole-top and vault rescue.
4. Unless decided otherwise pursuant to 14.1 and 14.2 above, Lineworker Apprentices shall be given adequate climbing instruction with a minimum of forty (40) hours (one week), but not to exceed eighty (80) hours (two weeks), before beginning work with the crews. This training shall be during regular working hours.

b. Electrician Constructor Apprentices

1. Electrician Constructor Apprentice training shall include the type of work reflected in the Standards of Apprenticeship adopted by the JATC, approved by the WSATC, October 22, 2004, Work Processes section, Electrician Constructor subsection, or most current version.
2. Electrician Constructor Apprentices will be trained on safe and proper techniques for bucket-based pole top, tower and vault rescue.
3. The Electrician Constructor Apprentice Program will be modified to provide a common base from which the new combined classification workforce (Electrician Constructor and Substation Operator) will emerge. Operators' duties, tasks and responsibilities will be incorporated into the third and fourth years of the Electrician Constructor Apprenticeship program. ECAC will report the amended standards back to the JLMC prior to submitting them to the JATC.

c. Cable Splicer Apprentices

1. Cable Splicer Apprentice training shall include the type of work reflected in the Standards of Apprenticeship adopted by the JATC, approved by the WSATC, October 22, 2004, Work Processes section, Cable Splicer subsection, or most current version.

2. Cable Splicer Apprentices shall be required to practice and be trained in safe and proper techniques and be competent in bucket-based pole top and vault rescue.
- d. Meter Apprentices
1. Meter Apprentice training shall include the type of work reflected in the Standards of Apprenticeship adopted by the JATC, approved by the WSATC, October 22, 2004, Work Processes section, Meter Electrician subsection, or most current version.
  2. Meter Apprentices shall be required to practice and be trained in safe and proper techniques in bucket-based pole top and vault rescue.
- e. General
1. Within one (1) week after each ECAC meeting, the approved minutes of the previous meeting shall be distributed electronically to each apprentice falling under the jurisdiction of that Committee. Matters of a strictly confidential or personal nature will be omitted from such distributed minutes.

Within thirty (30) days after each JATC meeting, the approved minutes of the previous meeting shall be distributed electronically to each electrical apprentice falling under the jurisdiction of that Committee, and a copy of such minutes shall also be furnished, at that time, to each interested City Light Department general supervisor, and to IBEW, Local 77. Matters of a strictly confidential or personal nature will be omitted from such distributed minutes.

Apprentices shall have computer training and access to review these minutes.

2. Each apprentice shall enroll in and attend classes in subjects related to the employee's trade for not less than four (4) hours weekly for a total minimum of 144 hours per year during the term of apprenticeship, when such classes are made available by the public schools and approved by the State Board of Vocational Education.
  3. Adequate safety training will be given in the related classes so each apprentice will be fully informed on safety practices. Failure on the part of the apprentice to show regular attendance at classes will be deemed sufficient cause for dismissal from the entire training system.
  4. Apprentices shall receive, at least quarterly, a true copy of every progress report made on them, including quarterly progress reports.
- 14.6 Employees entering the apprenticeship (or pre-apprenticeship) from a regular City position in the electrical trades, or a IBEW, Local 77 represented position, shall enter that apprenticeship (or pre-apprenticeship) at the closest next higher pay step to the step currently being paid. Such step placement shall not result in a loss of pay unless the step the employee received prior to entering the apprenticeship exceeds the journey level pay of that appropriate journey level classification. In any case, the maximum pay for an apprentice shall not exceed the



journey level pay of that classification. Those persons starting at other than the first period rate shall remain at their entry rate (other than cost of living increases) until such time as their progress through the apprenticeship will result in a wage increase.

## ARTICLE 15. HOURS OF WORK

- 15.1 The standard work week shall consist of five (5) consecutive standard workdays of eight (8) hours each, aggregating forty (40) hours per week, and shall be scheduled Monday through Friday (except where such other schedules may have been previously established, and where changes in existing or other previous established schedules are contemplated, and such changes are mutually agreed upon by the signatories to this Agreement, and except where provided for elsewhere in this Agreement).
- 15.2 Employees employed outside the Department's distribution area, and operating employees employed in a powerhouse, a power dispatching headquarter, or substation inside the distribution area, may work schedules providing for ten (10) consecutive workdays of eight (8) hours each and four (4) consecutive days off, or other work schedules which may have been previously established; and, where changes in existing schedules are contemplated, such changes shall require mutual agreement between the parties signatory to this Agreement, providing for a longer period of consecutive workdays with corresponding increase in days off. Such scheduled employees may, with the consent of the proper supervisors, be permitted to change shifts on any day among themselves, provided such change does not result in additional expense to the Department.
- 15.3 The standard workday shall consist of eight (8) hours, exclusive of the meal periods, in any twenty-four (24) hour period, without regard to any particular shift or the number of shifts which may be scheduled. For the purpose of payroll accounting, the workday shall begin at 12:01 a.m. The hours of work for one (1) shift per day, or for morning shift where there is more than one, shall generally start at either 6:30 a.m. or 7:00 a.m. with one-half (1/2) hour off for lunch. Whenever it is found necessary to meet Department needs, hours of duty may also be scheduled to cover for the period during off hours; or the hours of standard work shifts may be varied, provided that notice of such variation shall be given as far in advance as practically possible, and provided further that no variation shall be made solely for the purpose of avoiding overtime payment to employees who would otherwise be entitled thereto.
- 15.4 If work to be done on any specified job shall require a longer period than ten (10) workdays, such work may be organized on a shift basis. In that case, employees will be paid at the regular straight time wage for any eight (8) hour shift; and working conditions governing regular working hours shall prevail for any eight (8) hour shift. If any specified job is completed in less than ten (10) workdays, employees will be paid at the prevailing overtime rate provided, however, the overtime rate shall only apply to those employees who have been switched from the day shift to a swing or graveyard shift or vice versa. No work shall be performed under these conditions which can reasonably be done during regular working hours.
- 15.5 Compensatory Time in Lieu of Overtime Pay will be allowed using the following procedures, as addressed in SCL Policy and Procedure 500 P II-297 effective on June 1, 1998, or as mutually revised:

- 15.5.1 The accrual and use of compensatory time shall be by mutual agreement between eligible employee and appropriate supervisor.
- 15.5.2 Authorized compensatory time shall be earned at the rate equivalent to the overtime rate specified in Section 16.2
- 15.5.3 Scheduling the use of any compensatory time will be by mutual agreement of the employee and their supervisor.
- 15.5.4 A written record of compensatory time earned and used shall be maintained by the City.
- 15.5.5 Compensatory time may be accumulated up to a maximum of eighty (80) hours (40 hours at the double time rate) in any one contract year.
- 15.5.6 Authorized accumulated compensatory time hours (not to exceed the maximum allowable balance) will be cashed out upon separation from employment with the City Light Department. Authorized accumulated compensatory time hours will be cashed out upon transfer or promotion to an ineligible title.

## ARTICLE 16. OVERTIME

- 16.1 "Overtime work" is defined to be work over eight (8) hours in a twenty-four (24) hour period or over forty (40) in a given workweek.
- 16.1.1 Scheduled overtime- relates to employees instructed before quitting time or notified at least twelve (12) hours in advance of starting time, to report for overtime work at a stated hour.
- 16.1.2 Unscheduled overtime- relates to employees who are requested, without notice as defined in "scheduled overtime", to report for overtime work.
- 16.1.3 Call out pay- Employees shall receive an amount not less than the equal of four (4) hours of straight time pay each time called out from their homes at times other than regular working hours. They shall be paid the overtime rates from the time they leave home until they return to their homes, except no pay shall be allowed while eating or sleeping; provided, however, that if employees are notified as defined in 16.1.1, they shall be paid only from the time they report to headquarters until the time of their return to headquarters, but in any event not less than the equal of four (4) hours of straight-time pay. Crew Chiefs will call crews as soon as practical. City Light and the Union will work together in the implementation of technology to automate the call-out process in the future.
- 16.2 Overtime for all employees shall be compensated for at the rate of double (2) time except as follows: Employees regularly scheduled to work on any recognized paid holiday shall be paid for the holiday in addition to one and one-half (1½) time their straight-time pay for working the shift. Employees in classifications whose functions do not normally require holiday work, but who are specifically called for emergency shall be paid at the double (2) time rate for the actual hours worked, in addition to holiday pay. No combinations of payments to employees shall exceed three (3) times the regular rate of pay, except as provided in Section 28.7 for "High Climb." Employees may be required to work overtime when requested.

## ARTICLE 17. WAGE RATES

- 17.1 The Department agrees to pay to its employees, and the Union agrees that its members employed by the Department will accept, the wage scales for the various classifications set forth and contained in Schedule "A" of this Agreement.
- 17.1.1 The base wage rates **effective on January 23, 2023**, shall be computed to reflect a 5% percentage increase. The resulting percentage increase shall be rounded to the nearest tenth (10<sup>th</sup>) of a percent.
- 17.1.2 The base wage rates **effective on January 23, 2024**, shall be computed to reflect a 4.5% percentage increase. The resulting percentage increase shall be rounded to the nearest tenth (10<sup>th</sup>) of a percent.
- 17.1.3 The base wage rates **effective on January 23, 2025**, shall be computed to reflect a percentage increase equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June 2024 over the same index for June 2023; provided, however, said percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%). 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 2023 – June 2024 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10<sup>th</sup>) of a percent.
- 17.1.4 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.
- 17.2 Every employee upon first appointment or assignment shall receive not less than minimum rate of the salary range fixed for the position.
- 17.2.1 Unless otherwise specified in this Agreement or applicable Standards of Apprentices, 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 (1) month's service for each month of full-time employment, including paid absences.
- 17.2.2 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.

- 17.2.3 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 paragraph, 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.
- 17.2.4 Any increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.
- 17.2.5 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 17.2.1 of this Article.
- 17.3 As a matter of general personnel administration, employees can be expected to assume responsibilities and perform duties within their craft above or below their classifications, in a relief capacity or for a portion of their time, except where contrary to current practices.
- 17.4 Effective January 23, 2006 shift differential pay will be three dollars and twenty five cents (\$3.25) per hour added to the base rate. An employee who is regularly scheduled to work shifts other than regular dayshift hours (first shift), unless agreed otherwise between the parties, shall receive shift differential for all hours worked.
- 17.4.1 Employees on vacation, sick leave, industrial injury and light duty (day shift) shall not receive shift differential. It is understood that shift differential stays with the shift and not with the individual.
- 17.4.2 Shift extensions before and after the regular work shift other than day crews (first shift) will be paid at the double (2) time rate of pay plus the shift differential.
- 17.4.3 All hours worked on shift work relief for vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignments, and/or special assignment will be paid at the double (2) time rate of pay plus the shift differential.
- 17.4.4 Employees working a twelve (12) hour dayshift will receive the shift differential for the last four (4) hours of the shift.
- 17.4.5 Shift differential will be paid for all shift hours worked in accordance with Section 15.4.
- 17.4.6 All other overtime, whether scheduled or by callout, will be paid at the double (2) time rate of pay only.

17.4.7 This shift differential pay is included as compensation on which retirement system contributions are calculated and made by the employee and by the City, except in overtime situations.

17.4.8 Shift personnel will have access to safety meetings, training opportunities and Union representation.

## **ARTICLE 18. SUBSISTENCE**

- 18.1 When employees are required by the Department to travel more than thirty (30) miles from their normal headquarters (except to Bothell Substation or Cedar Falls for employees normally headquartered within the Seattle area) they shall receive a meal allowance at the Federal Per Diem rate if travel occurs during a meal period. When overnight lodging away from the employee's home is required, it shall be reimbursed up to the Runzheimer rate. This does not preclude the Department from making special accommodations available for outage restorations. Accommodations, other than outage restoration, will be equivalent to the Runzheimer rate in quality, or best available, when the Runzheimer standard cannot be met.
- 18.2 When an employee, crews, or any part of a crew or crews, are staying overnight at the Skagit, they shall be provided housing at the Skagit when available, otherwise Section 18.1 will apply.
- 18.3 In order to cover personal incidental expenses during periods away from home, a payment of two (2) additional hours at the normal rate of pay for each night of required absence from their regular place of employment shall apply.
- 18.4 When attending a conference and/or training on an employee's regular workday, the employees are expected to adjust their hours for normal daily training and/or conference sessions.
- 18.4.1 If the conference and/or training is scheduled and exceeds eight (8) hours per day, the employee shall be compensated at the overtime rate of pay for those hours in excess of said eight (8) regular hours (excluding meals).
- 18.4.2 Travel to and/or from the employee's regular headquarters to a conference and/or training location shall be considered part of the employee's normal workday. Any time consumed for travel outside of the normal working hours shall be compensated at the overtime rate of pay.
- 18.5 Travel Pay-Nothing in this article and this collective bargaining agreement is intended to supersede the provisions laid out in Washington State Court of Appeals decision No. 5498-9-II nor WAC 296-126-002(8).
- 18.6 During the term of this agreement, the parties agree to a reopener for Runzheimer rates related to FAS Draft Policy.



## **ARTICLE 19. MEAL PERIODS AND MEAL PAYMENTS**

- 19.1 All overtime meal payments, whether the meal is taken or not, shall be receipt-less and paid at the Eighty Two point Five percent rate (82.5%) as listed in Schedule “A” on the employee’s check.
- 19.2 In general, and except as otherwise provided herein, the regular meal periods shall be at 6 a.m., 12 noon, 12 midnight, and 6 p.m. Employees required to work during a regular meal period shall receive the overtime rate of pay for such portion of the meal period that they work. The amount of time used from the regular eight (8) hour day for the meal shall then be deducted from the regular work day time in computing the day’s compensation.
- 19.3 When employees are on overtime work they will be compensated for meals as described below, unless returned to headquarters before meal time, or except when notified before regular quitting time, or at least twelve (12) hours in advance of the starting time, in which event they shall furnish their own 12 noon or 12 midnight meal.
- 19.3.1 Employees working up to a meal period on unscheduled overtime shall be paid at the Eighty Two point Five percent rate (82.5%) as listed in schedule “A” for payment of the meal.
- 19.3.2 If overtime is to continue through or after a regular meal period and is ninety (90) minutes or more in duration, the department shall pay employees for the meal, except when the department furnishes the meal at or from its own mess hall. The 6 a.m., 12 noon, 12 midnight and 6 p.m. meals will be paid at the Eighty Two point Five percent rate (82.5%) as listed in Schedule “A”.
- 19.4 When an employee is called out to work unscheduled overtime prior to the 6 a.m. meal period and continues to work past the 12 noon meal period the Department shall pay the employee for the 12 noon meal.
- 19.5 Meal payment for shift employees on unscheduled overtime shall be provided as set forth in Sections 19.5.1, 19.5.2, 19.5.3, and 19.5.4.
- 19.5.1 The term "shift employees" refers to those employees subject to shift rotation or who regularly work either evening or night shifts. It also refers to all employees working other than the standard work day, and standard work week, as defined in the Agreement.
- 19.5.2 Meals and meal periods for unscheduled hours worked either before or after a normally scheduled shift (shift extension) shall be as follows:
- a) The meal period will start ninety (90) minutes prior to the regularly scheduled beginning of a shift; the meal will be paid at the Eighty Two point Five percent rate (82.5%) as listed in Schedule “A” .
  - b) The meal period will be ninety (90) minutes after the end of a regularly scheduled shift.

Working beyond the start of this meal period will entitle the employee to a meal paid at the Eighty Two point Five percent rate (82.5%) as listed in Schedule “A” rate.

- c) All succeeding shift meal periods will be in six (6) hour increments and will be paid at the Eighty Two point Five percent rate (82.5%) as listed in Schedule “A” rate.

19.5.3 Mid-shift meals and meal periods for unscheduled overtime hours worked when called out shall be as follows:

- a) Four hours after the predetermined time for the start of the shift, the meal will be paid at the Eighty Two point Five percent rate (82.5%) as listed in Schedule “A” rate.
- b) All succeeding shift meal periods shall be in six (6) hour increments, and will be paid at the Eighty Two point Five percent rate (82.5%) as listed in Schedule “A” 82.5% rate.

19.5.4 Employees working up to (but not into) a meal period on overtime shall be paid at the Eighty Two point Five percent rate (82.5%) as listed in Schedule “A”

**ARTICLE 20. UNION REPRESENTATIVES**

- 20.1 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. On projects which are under military guard, the Department will cooperate with the Union officials in this regard as far as regulations will permit.
- 20.2 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.
- 20.3 Employees elected or appointed to office with the IBEW, Local 77 Union which requires a part or all of their time shall be given leave of absence of up to seven (7) years upon application. They shall not lose their seniority established with the Department at the time of the leave of absence.

## **ARTICLE 21. STEWARDS**

- 21.1 The Business Manager and/or Representatives shall have the right to appoint a Steward at any shop or on any job where employees are working under the terms of this Agreement. 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. The Department shall be furnished with the names of Stewards so appointed. Under no circumstances shall the Department 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 22. SAFETY AND HEALTH**

- 22.1 All work shall be done in a competent and Journeyworker like manner, and in accordance with the State of Washington Safety Codes. Where Department standards are more stringent than those called for as a minimum by State Construction Code, then the Department standards shall prevail.
- 22.2 It shall not be considered a violation of this Agreement as described in Article 9 for an employee to refuse to work with unsafe equipment, where adequate safeguards are not provided or when the facilities and services are not being maintained in a sanitary condition. An employee who is involved in such a work stoppage shall not be disciplined or suffer any loss of wages for such action if one of the three conditions as described above actually prevailed at the time of the work stoppage. Any questions regarding the merits of safe vs. unsafe conditions shall be judged pursuant to Article 22.
- 22.3 All employees whose work requires them to work on elevated structures or in vaults, manholes and handholes shall be instructed in a system of rescue and resuscitation at least once a year in order to become and remain proficient in its application. A record of such training and individual performance shall be kept. When Instructors of these rescue systems are selected from the IBEW, Local 77 Bargaining Unit, they shall be compensated at their regular rates of pay when receiving CPR Instructor training.
- 22.4 The Department and Union recognize safe working conditions to be essential to the parties signatory to this Agreement. The employee has the duty and privilege of immediately reporting hazardous conditions to the employee's crew chief or supervisor. If not resolved at that level, the employee should submit a written safety suggestion. The Department 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.
- 22.5 The Department will maintain an effective hearing conservation program. The program will include (a) noise exposure analysis, (b) control of noise exposure and (c) measurement of hearing through audiometric testing. Employees exposed to noise which equals or exceeds the limits specified in the Walsh-Healy Act will be audiometrically tested every eighteen (18) months or as often as stipulated in the Washington Industrial Safety and Health Act.
- 22.6 The Department agrees to maintain an effective Safety Program. To accomplish this end, the Department agrees to the following:
1. The practice of safety shall have first priority in all Department activities.
  2. The Safety Unit or other appropriate work unit shall issue job orders for any matter pertaining to unsafe working conditions.

3. Those safety job orders pertaining to hazardous conditions affecting the personal safety of the Department personnel shall be given the first priority and those job orders pertaining to unsafe conditions which place an employee in immediate peril shall be completed in advance of any other work that may be pending on that job.
  4. The Department will develop and employ a professional safety staff. The majority of this professional staff shall be assigned exclusively to safety.
  5. Employees have the right to have safety and health inspections made at the job site and may have a representative present during the inspections.
  6. The Department shall post on all safety bulletin boards, with copies to the Union, any reports concerning the inspections which reveal hazardous conditions or toxic substances.
  7. Employees have the right to a safe working environment so that no employee suffers impaired health or diminished life expectancy. Dangerous substances and conditions shall be identified and posted.
  8. All plant facilities and mobile equipment shall be designed or selected with employees' safety as a paramount consideration.
  9. A Safety Advisory Committee composed of three (3) members of the Union and three (3) members of the Department shall be established. The Committee shall meet at least quarterly to review the effectiveness of the Department's Safety Program.
  10. When a safety watch is required, the person assigned shall be a journey level Lineworker, Cable Splicer or Electrician Constructor as appropriate to the type of work being performed. The responsibility of this person shall be to function as a safety watch.
- 22.7 After an electrical contractor has completed any new underground or overhead distribution installation, the final primary (4 kV and over) termination tap or connection required to energize the system shall be made by the appropriate union-recognized classification in accordance with this Agreement.
- 22.8 The Union shall be notified of serious injury or fatal accident involving an employee covered by this Agreement, and the Union may, at its discretion, have at least one (1) representative from the Bargaining Unit at all investigations of such accidents. The Union Representative's supervisor must be notified before the representative leaves work for this purpose. Work time involved by the Union's representative shall be paid by the Union. Department accident or injury reports of such investigations shall be available to the Union, and the monthly Safety Accident and Industrial Illness Report shall be provided to the Union.
- 22.9 Safety meetings shall be scheduled monthly (except as provided for in Article 29, Working Rules for Operating Personnel Working in Substations) and shall be on Department time, but shall be so arranged that the employees can report to their headquarters prior to the meeting

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and travel to and from such safety meetings in Department equipment and on Department time. Employee's attendance shall be compulsory.

**ARTICLE 23. WORK OUTSIDE OF CLASSIFICATION IN EMERGENCIES**

- 23.1 In cases of extreme emergencies, employees may be required to perform work outside of their classification. In such a case the employees affected shall, whenever practicable, be under the direct supervision of a Crew Chief, or other employee regularly performing this work.
- 23.2 For the purpose of definition in this Agreement, "emergency" shall mean an unforeseen occurrence endangering life, limb and/or property as determined by the person-in-charge.



## **ARTICLE 24. UNEMPLOYMENT COMPENSATION**

24.1 When and if members of IBEW, Local 77 covered by an agreement between themselves and the City of Seattle, City Light Department cease to be covered by the Federal and State law requiring City of Seattle, City Light Department participation in an unemployment compensation program, the City of Seattle, City Light Department, will implement a self-insured form of unemployment compensation for employees covered by this Agreement.

The unemployment compensation will meet the following criteria:

- 24.1.1 Provide coverage for full-time employees who have completed one (1) continuous year of service with the City immediately preceding such 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 (1) year requirement.
- 24.1.2 Coverage will only apply to those employees who are laid off.
- 24.1.3 Employees who are receiving compensation under this program must provide evidence of actively seeking employment.
- 24.1.4 The weekly benefit will be the same as the State of Washington Unemployment Compensation Program, but shall be good for twenty-six (26) weeks only (no extended benefits).
- 24.1.5 When and if the City of Seattle is required by Federal or State law to participate in any unemployment compensation program or finance unemployment compensation benefits, the City of Seattle's obligation to any employee under Section 24.1 will cease as long as the weekly benefit amount under said Federal or State law is equivalent to or exceeds the weekly benefit amount specified under Section 24.1. If the weekly benefit received under the Federal or State mandated program is less than that provided under Section 24.1, the City of Seattle shall supplement the payments made pursuant to Federal or State law to the extent that the unemployment compensation weekly benefit would equal that provided under Section 24.1.
- 24.1.6 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 25. BULLETIN BOARDS**

- 25.1 Bulletin boards shall be maintained at all permanent headquarters and shall be available to the signatory Union for posting of official Union bulletins.

## ARTICLE 26. GENERAL AND MISCELLANEOUS

- 26.1 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.
- 26.2 No wage rate, reasonable condition or privilege not inconsistent with this Agreement presently enjoyed by any classification of employees covered by this Agreement shall be reduced because of the signing of this Agreement.
- 26.3 Employees relieved from duty except for cause during the first half of the day or shift shall receive not less than one-half (1/2) day's pay; if relieved from duty except for cause after having been on duty more than one-half (1/2) day, they shall receive a full day's pay, unless relieved at their own request.
- 26.4 The Union signatory to this Agreement shall have the option or privilege of payroll deductions for Union dues in compliance with Department regulations.
- 26.5 Industrial Injury or Illness: In August of 1991, the City Council enacted an ordinance revising this benefit. The provisions are reflected in the following language which replaces language which became null and void per the 1991-94 Agreement.

Any employee who is disabled in the discharge of his/her duties and if such disablement results in absence from his/her 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.

- 26.5.1 Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her 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 his/her 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 26.5.

- 26.5.2 Such compensation shall be authorized by the Personnel Director or his/her 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.
- 26.5.3 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 26.5. 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 Sections 26.5 and 26.5.1.
- 26.5.4 Any employee eligible for the benefits provided by SMC 4.44 whose disability prevents him/her from performing his/her regular duties but in the judgment of his/her physician could perform duties of a less strenuous nature, shall be employed at his/her 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 Personnel Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.
- 26.5.5 Sick leave shall not be used for any disability herein described except as allowed in Section 26.5.1.
- 26.5.6 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.
- 26.5.7 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 R.C.W.
- 26.6 A qualified City Light Journeyworker shall review at appropriate intervals during construction and prior to energization, electrical portions of all underground, all overhead, and all station projects undertaken by contractors for the Department within the City Light service area. Network work shall be reviewed by a Journeyworker Cable Splicer, Overhead work shall be reviewed by a Journeyworker Lineworker, and station work shall be reviewed by a Journeyworker Electrician Constructor. Underground URD work may be reviewed by either a Journeyworker Lineworker or a Cable Splicer. Direct burial facilities installed by contract may be reviewed by any of the Journeyworker classifications as covered by Section 31.17.

The Journeyworker selected to review the contractor's job shall become familiar with the electrical system to insure that no undue hazard exists so far as future maintenance is concerned. The Journeyworker shall have the responsibility and authority to point out and/or report any condition or situation that would render the job unsafe. A copy of these reports shall be turned in to the Supervisor of the appropriate Division. Should it be necessary to leave a job in a temporary or unsafe condition for a short period of time, the Department shall post a report of such condition on the safety bulletin boards in the appropriate Division.

The Department agrees that conditions which are documented as unsafe will be corrected before work is accepted for regular operation and maintenance.

A copy of the City Light Inspection Division's authorization to energize shall include the name of the Journeyworker who reviewed the construction and shall be furnished to the Supervisor of the appropriate Division and the Power Dispatcher. In order to review the contractor's job, the Journeyworker selected may be required to work the same hours as the contractor's employees and shall not be paid overtime except when working more than an eight-hour day. As used in this Section, the term "Journeyworker" shall also include the appropriate Crew Chief.

- 26.7 Electrical Trades Trainees shall be included in the Bargaining Unit. It is understood and agreed that the Electrical Trades Trainee position is a training position in which the Electrical Trades Trainee is trained in all phases of an Electrical Helper's job. The concept is that under direction and guidance, the Electrical Trades Trainee will perform tasks as needed to learn the safest, best and most efficient method to do an Electrical Helper's job. The job site portion of this learning process will be under the direct guidance of a regular helper with participation by the Journeyworker and/or Crew Chief.

It is further understood that the Electrical Trades Trainee will in no way replace or substitute for a regular Helper.

- 26.8 Journeyworkers in all classifications shall receive the training required to perform all aspects of their job.

26.9 CORRECTION OF PAYROLL ERRORS:

The Parties agree to establish a new Section 26.8 of the current collective bargaining agreement as follows:

Correction of Payroll Errors – In the event Management has been notified there has been an error in employee's paycheck, and the error is not in dispute, an underpayment shall be corrected within two (2) pay periods. Corrections not made within two pay periods shall be paid by separate check within two days of not receiving such payment and at the request of said employee and, upon written notice, an overpayment shall be corrected as follows:

- A. If the overpayment involved only one (1) paycheck;
  - 1. By payroll deductions spread over two (2) pay periods; or
  - 2. By payments from the employee spread over two (2) pay periods.
- B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars (\$25) per pay period.
- C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from the employee's 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.
- E. Delays in correcting payroll errors shall be resolved through the contractual Labor Management process.

**ARTICLE 27. SAVINGS CLAUSE**

- 27.1 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof; provided, however, upon such invalidation that parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

## **ARTICLE 28. GENERAL WORKING RULES**

- 28.1 The Working Rules contained herein, and not inconsistent with the provisions of this Agreement, are hereby adopted, and will remain in effect until modified or amended. Any changes in the Working Rules between the Department and the local Union signatory hereto shall be promulgated in the form of schedules supplementary to and incorporated in this Agreement.
- 28.2 Employees shall receive an amount not less than the equal of four (4) hours of straight-time pay each time called out from their homes at times other than regular working hours. They shall be paid the regular overtime rates from the time they leave home until they return to their homes, except no pay shall be allowed while eating or sleeping; provided, however, that if employees are notified before leaving their regular daily work to report for duty after regular working hours, they shall be paid only from the time they report to headquarters until the time of their return to headquarters, but in any event not less than the equal of four (4) hours of straight-time pay.
- 28.2.1 Employees will be paid car mileage as covered in Section 26.1 if they are required to furnish their transportation to and from their homes on a callout as described in Section 28.2. No mileage payment will be made if the employees are notified before leaving their regular daily work to report for duty after regular working hours.
- 28.3 Employees on overtime pay before the start of their regular shift, who have enough of such overtime to equal eight (8) hours or more of regular time rate of pay, shall have eight (8) consecutive hours of relief before being returned to regular straight-time rate of pay, and such employees may be relieved from duty for the day after having earned at least ten (10) hours' straight-time pay. The employees/crew may choose to work one-half of their next regular shift at the overtime rate of pay. After the involved employees have realized compensation equal to their regular shift pay, their supervisor may release them from duty for the remainder of their shift. Alternatively, the employees may at their option use sick leave to compensate for the required time off from their regular scheduled shifts.
- 28.4 Employees called for duty less than four (4) hours before beginning of regular working hours, or their shift hours, shall be paid at the rate of double time (except intermission for meals) from the time they are called until the beginning of their regular working hours or shift hours. Regular hours or shift hours following shall be at straight time.
- 28.5 Where the Department desires the transfer of employees from one shift to another, no loss in regular pay shall result and a nominal sixteen (16) hours off duty between shifts shall be allowed and the overtime rate shall be paid for all the time less than the nominal sixteen (16) hours off duty, except where otherwise agreed upon by the Department and the Union.
- 28.5.1 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 the schedule for the old job ceases at the beginning of the new job.
- 28.5.2 Nothing in this Section shall be construed to avoid the payment of overtime to an upgraded employee called back from scheduled time off to fill a higher position when the regular employee in that position is absent from work.
- 28.6 When employees are transferred to any position in which they have had no previous experience, they shall be given a reasonable break-in period with an experienced employee in that position.
- 28.7 All employees working on poles, towers, or suspension type platforms seventy-five (75) feet above ground or higher shall receive additional compensation while actually working at these heights. This additional compensation shall be at the straight time rate in addition to the normal rate in effect at the time the work is being performed. This rule shall not apply when employees are working on roofs of buildings where no exceptional hazard exists, nor does it apply to Lineworker (Testing Live Line Insulators over 7500 volts).
- 28.8 Employees shall not be required to report before or after their regular work periods to other than their regular headquarters for the purpose of picking up vehicles or materials.
- 28.9 Employees required to attend meetings called by the Department outside of regular working hours shall be paid overtime for those hours which are worked in addition to their regular shift. When attendance at departmental meetings cannot reasonably be scheduled during an employee's regular shift, such employee can be expected to attend as scheduled. An employee who has compelling reasons which make it unreasonable for the employee to attend a given meeting outside of the employee's regular shift shall discuss the situation with the supervisor as far in advance as possible so that alternate arrangements can be made. An employee's attendance at such meetings shall be scheduled at least seven (7) days in advance.
- 28.10 When a job to be done has been given to an individual or crew and, after inspecting or attempting to do the job, it has been turned back unfinished, the reason for turning it back must be put in writing by the person so doing. Special note must be made of extraordinary hazards, and this information must be given to all persons or crews that are later requested to do the same job.
- 28.11 Employees classified as Helpers will in no event be used as substitutes to replace Journeyworkers.
- 28.12 Headquarters shall be where adequate toilet, washroom, lunchroom, and locker facilities are available to accommodate personnel assigned thereto, and where their tools and clothing may be kept in a safe, dry and warm place. Suitable privacy will be provided in the above facilities. All changes of headquarters for any work unit (bid position) shall first be reviewed by the Joint Labor Management Committee for compliance with this Article.

28.12.1 All employees shall be assigned to a headquarters which meets the definition of 28.12. Thereafter, they shall report to that place as their "normal work headquarters" at the beginning of the workday and shall be regarded as on duty. Travel from headquarters to job locations and back to headquarters shall be part of the employee's work time, and any transportation necessary shall be provided by the Department. Instead of reporting to their headquarters, employees may be directed to begin their regular work shift at a department designated location within the distribution area for training. Parking costs, supported by a receipt, shall be reimbursed by the Department.

28.12.2 If the City Light Department undertakes a project within the distribution area which will occupy one (1) or more employees for a period of more than ten (10) days, one (1) or more employees may be required to report at the headquarters nearest the work project for the duration of the project. The employee shall (except for breakdown or emergency) receive at least five (5) workdays advance notice of a shift in a headquarters as covered in this paragraph. Upon completion of the project, the employees shall return to their "normal work headquarters." These headquarters shall meet the requirements of Section 28.12.

28.12.3 When employees are required by the Department to do temporary work in a location outside of the area surrounding their normal headquarters, the following shall apply:

- a. If an employee is required to travel more than thirty (30) miles, Article 18 shall apply.
- b. If an employee is required to travel thirty (30) miles or less, or to Bothell Substation or Cedar Falls, time consumed in traveling to and from Seattle and the work location shall be considered part of the workday. Any time consumed in this travel, outside of regular working hours, shall be at the overtime rate of pay.
- c. The normal work week for those crews traveling may need to conform to the schedules at work locations they may be temporarily assigned to.
- d. An employee regularly assigned to the Seattle distribution area shall not be assigned to work at any headquarters outside that area for more than thirty (30) working days out of any ninety (90) working days. Assignments may be extended by mutual agreement between the Union and the City.
- e. Except for unanticipated occurrences, at least three (3) days notice shall be given the employee for assignment to work outside the Seattle distribution area.
- f. For work assignments outside of the distribution area, transportation other than provided by the Department may be used provided this results in no additional cost to the Department.

28.12.4 Employees laterally transferred or accepting promotion to or from permanent headquarters outside the Seattle distribution area to or from another permanent headquarters shall be paid for all reasonable moving expenses of household goods.

- 28.12.5 When a transfer is out of the Seattle distribution area and at the request of the Department, adequate family housing facilities shall be furnished as soon as available under the housing rule of the area. The provisions of this paragraph shall not apply to personnel whose headquarters is Bothell Substation or Cedar Falls.
- 28.12.6 Upon retirement of, or death in service of, an employee whose permanent headquarters is outside the Seattle Distribution Area, the Department shall pay all reasonable moving expenses of the employee's household goods to Seattle or a distance not greater, providing the move is made within thirty (30) days after death or retirement of the employee.
- 28.13 In case of an employee being employed at two (2) classifications in the same day the employee shall receive the higher rate of pay for all hours worked at the higher classification, or except as otherwise specified in Article 36, POWER PRODUCTION, Sections 36.11 and 36.12.
- 28.13.1 When an employee is appointed on a "work out of class" basis to a position in a class, with multiple pay steps, having a higher maximum salary such employee shall be paid at the nearest step in the higher range which (1) provides the employee who is not at the top step of his/her 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 his/her current salary range an increase in pay nearest to four percent (4%) provided that such increase shall not exceed the maximum step established for the higher paying position.
- 28.13.2 Replacement relief of a higher classification shall be the same pay rate as the pay of the relieved position. Holidays falling in the replacement period shall be paid at such higher rate providing the employee works the day before and the day after the holiday. The higher rate of pay does not apply to vacation or sick leave occurring during such assignment.
- 28.14 Permanent transfers to another headquarters or organizational unit to permanent vacancies in an employee's current classification (job titles listed in Schedule A) requested by Electrical Journeyworkers or employees in lower related classifications who have completed their probationary period shall be made in accordance with the following factors:
- a. The Department shall post all permanent vacancies in Electrical Journeyworker or lower related classifications for a period of not less than six (6) working days at the headquarters of the classifications affected. The Department shall furnish a copy of all postings and awards to the Union.
  - 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".
    1. In the event two (2) or more employees have the same classification seniority, then Department seniority shall govern. Department seniority shall be based on the total continuous employment with the Department under regular appointment.

2. 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.
  3. 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.
  4. An employee on leave of absence per 20.3 shall continue to accrue seniority in the employee's regular job classification.
  5. Employees reduced for any reason other than discipline shall retain their accumulated seniority in their lower classification listed in Schedule "A."
  6. Employees reduced for any reason other than discipline, then later returned to their former higher position, shall retain their accumulated seniority in their higher classification listed in Schedule "A."
- c. Seniority lists shall be established annually as of April 1st and used for the ensuing year for bidding. Such lists shall be posted at headquarters and units herein having affected employees, and copies shall be furnished to the Union by April 15th of that same year.
  - d. Notwithstanding anything contained herein, the Department need not consider the request of the employee who does not possess the knowledge, skill, adaptability and physical ability required for the job on which the application for transfer is made, or who has not completed the probationary period.
  - e. Headquarters for the purpose of bidding shall be: North Service Center, South Service Center, Newhalem, Boundary, Cedar Falls, and the System Control Center.
  - f. A permanent vacancy must be posted for bidding if it is to be filled for more than one thousand forty (1040) hours (6 months) unless the vacancy is created by an employee on sick leave, Industrial Injury, or approved Leave of Absence.
  - g. The senior qualified bidder shall be awarded the permanent vacancy which is posted per this Article.

28.14.1 Transfer of an employee from one headquarters or organizational unit to another headquarters or organizational unit shall not constitute a promotion, provided however, the following job titles will be filled by bidding as defined in Section 28.14:

FROM

a) Material Supplier, Electrical

TO

Material Supplier. Electrical  
asg Line Equipment Operator/  
Pole Digging Machine

b) Material Supplier, Electrical	Material Supplier, Electrical asg to Pole Hauling Detail
c) Material Supplier, Electrical	Material Supplier, Electrical asg Electrical Equipment Custodian
d) Material Supplier, Electrical	Material Supplier, Electrical asg 15000 GVW or heavier truck equipped with cable winch and/or derrick
e) Material Supplier, Electrical	Material Supplier, Electrical asg Oil Truck, Vector Truck, Pump Truck or Tool Room
f) Electrical Helper	Material Supplier, Electrical

28.14.2 If the Department does not within the time provided herein receive any applications from qualified applicants for posted openings, the transfer rules of this Section shall not apply.

28.14.3 The Department shall have the right to make transfers at the request of employees whose health or physical condition makes it advisable to transfer them from duty in occupations which are hazardous or involve physical or mental strain, and nothing in this Agreement shall be construed to restrict or restrain the Department in the exercise of such right.

28.14.4 The purpose of this Section is to establish the process that will be used when it becomes necessary to transfer employees between any of the following work units:

URD	Overhead Line Construction
Streetlighting	Line Service

When the workload (work quantity and committed completion dates) changes due to decisions or circumstances outside of the department's control, and produces a workload peak that exceeds the capacity of the available or assigned work force, employees may be shifted from their job in the work unit (bid position) to another work unit within job classifications for purposes of meeting workload peaks or to cover for the absence of critical skills. Such transfers shall be accomplished utilizing the following process:

- Priority shall be given to transferring work between units and/or headquarters over transferring employees temporarily between units within headquarters to meet workload peaks.
- The reason necessitating the transfer shall be provided to the employee.

- For temporary assignments of five (5) or less working days, employees will be given verbal notice as soon as possible, but in no case later than the end of their previous workday.
- For temporary assignments lasting over five (5) working days, employees will be given not less than forty-eight (48) hours advance notice, in writing.
- Such temporary transfers of employees from their work group shall consider:
  - Employees shall experience no change in hours of work or headquarters.
  - Volunteers first by classification, seniority and headquarters.
  - If no volunteers are available, transfers shall be made by reverse order of seniority. Employees with previously approved vacation or other previously approved leave shall be excluded during that specific time period.
  - Non-voluntary transfers shall be limited to thirty (30) working days or eight (8) incidents, whichever comes first, in any calendar year.
- “Work unit” shall be defined as the employees regular job assignment per Section 28.14 of the Agreement.

This section shall only apply to Section 28.14 of the Agreement. All other sections of Article 28 and other articles in the Agreement shall remain in full force and effect.

28.15 An annual reimbursement of \$140.00 will be made to those employees that do not receive FR Clothing. Any questions as to the application of this Article shall be resolved by the Joint Labor Management Committee.

28.15.1 FR / Arc Resistant Clothing:

a. The Letter of Agreement fully executed on January 5, 2014 shall be updated as follows and the Letter of Agreement shall be incorporated into the contract.

i. Initial Outfitting Contributions:

1. Daily wearer with Coveralls “initial outfitting” contribution shall be increased to \$1,661.
2. Daily wearer without Coveralls “initial outfitting” contribution shall be increased to \$1,496.
3. Intermittent wearer “initial outfitting” contribution shall be increased to \$620.

ii. Yearly Contributions:

1. Daily wearer with Coveralls “yearly” contribution shall be increased to \$992.
2. Daily wearer without Coveralls “yearly” contribution shall be increased to \$860.

3. Intermittent wearer with Coveralls “yearly” contribution shall be increased to \$245.

28.16 The Department, with the cooperation of the Union and the affected employees, shall make every effort to find employment for employees that are displaced as a result of automation programs at the hydro plants and substations, including, but not limited to, the following:

1. The Department shall make every effort to place employees within the Light Department or other City departments at comparable rates of pay.
2. The Department shall make every effort to provide retraining programs and necessary classes.
3. The Department shall make every effort to locate employment with other utilities; however, the acceptance of this employment is purely voluntary on the part of the employee.

28.17 The Department shall pay the amounts for the below classifications per employee during the term of this Agreement as a yearly lump sum payment allowance via payroll for the cost of purchasing protective footwear. Any questions as to the application of this Article shall be resolved by the Joint Labor/Management Committee.

- i. Lineworker-\$400 per year
- ii. All other classifications under U100-\$250 per year
- iii. Dispatchers-\$150 per year

28.18 The Department will pay all fees associated with obtaining and renewing a Commercial Drivers License, for employees required to obtain/maintain such license.

**ARTICLE 29. WORKING RULES FOR OPERATING PERSONNEL WORKING IN SUBSTATIONS**

29.1 The installation, maintenance, and operation of light and power equipment in substations and operational support for Cedar Falls and Tolt shall be considered the work of Electrician Constructors and other classifications and job titles as identified in Article 29 and Article 32. These rules (Articles 29 and 32) shall not conflict with the present duties of other classifications covered by this Agreement.

29.1.1 Effective with the signing of the 1995-98 Collective Bargaining Agreement, the classifications of Electrician Constructor and Substation Operator I and II were combined into one classification. A separate work force of Operating personnel will be maintained to respond to the System Control Center. Incumbent employees in the Substation and Power Station Operator titles were placed in job titles of Electrician Constructor (Operator Incumbent) and Electrician Constructor (Operator Incumbent) Working Crew Chief assigned Crew Coordinator. The titles and status of employees in this work unit are:

<u>Prior Job Classification</u>	<u>Incumbent Title</u>	<u>New Combined Classification Title</u>
Substation Operator II	Electrician Constructor (Operator Incumbent)	Electrician Constructor
Substation Operator I	Electrician Constructor (Operator Incumbent)	Electrician Constructor
Power Station Operator, assigned Crew Coordinator	Electrician Constructor (Operator Incumbent) Working Crew Chief assigned Crew Coordinator	Electrician Constructor Working Crew Chief assigned Crew Coordinator

29.1.2 The job tasks listed in Appendix C, paragraphs "A" of Sections I. and II. shall be performed by employees in either title, Electrician Constructor or Electrician Constructor (Operator Incumbent) at both the journey and Crew Chief/Crew Coordinator levels, upon signing of this Agreement. After training, employees in these titles shall perform the work in Appendix C, paragraphs "B" of Sections I. and II. as assigned. Job tasks in Appendix C are in addition to those performed prior to negotiation of this Agreement. The parties agree that the department has the responsibility to provide training on "B" list duties and that Incumbent Operators have the responsibility to take advantage of that training within their work schedule.

29.2 Employees in the Power Stations Operations Unit as of August 8, 1994 were assigned to Operator Incumbent job titles, per Section 29.1.1 and were identified in a Memorandum of Agreement between the Union and the City.

29.2.1 Except for just cause discipline, Operator Incumbents shall not be laid off or demoted except through attrition, or voluntary change of both classification and work unit.



- 29.3 It is agreed that the System Control Center shall be headquarters for Substation Operations personnel.
- 29.4 The working schedule may include vacation days in the days off.
- 29.5 The complement of a crew on shift at the various attended substations shall consist of an adequate number of employees in proper and applicable classifications necessary to the operation of the plant.
- 29.5.1 Members of crews shall be required to perform only those duties which properly fall within the job description of their individual classifications and except in cases of extreme emergency involving danger to life or property, there shall be no unreasonable expansion of the employees normal workload. The job description and workload shall include the duties which result from the combination of job classifications as described in Sections 29.1, 29.1.1, 29.1.2, and 14.5.b.3.
- 29.5.2 The Working Crew Chiefs assigned Crew Coordinators may be required to fill shifts on the day shifts of the Crew Coordinator normal workday.
- 29.6 The working schedule for each work period shall be posted for seven (7) days before it is to go into effect.
- 29.7 Transfers requested by operating personnel shall be made as provided in the General Working Rules 28.14.
- 29.7.1 The seniority to bid for vacancies shall be computed as of the day the vacancy occurs. For this purpose, an annual seniority list shall be furnished the Union and sent to all headquarters. All jobs to be vacant over six (6) months except for vacation relief, shall be filled by bidding. Any job to be open for more than one (1) year, except for sick leave, shall be filled by bidding as if it were a permanent opening. The successful bidder shall be placed on the job as soon as practical.
- 29.8 Schedules provided for rotation of shifts and/or rotation of days off shall be mutually agreed upon by the signatories of this Agreement and the Department. Staffing and workload influence and play a part in the schedule. The Department has a responsibility to disclose workload and staffing levels in a timely manner because they influence and play a part in the development of work schedules. Bidding within the same classification to these agreed upon work schedules shall be by seniority as defined in Section 28.14.
- 29.8.1 When a permanent vacancy occurs in the Substation Operations Work Unit, the open position on the work schedule shall be offered to employees within the Unit by the bid procedure defined in Section 29.8. The Employer shall then either bid the position in accordance with 29.8.2 or develop a new schedule pursuant to 29.8.3.

29.8.2 Upon completion of the work schedule bid procedure, the vacancy will be filled by the following procedure:

1. By Electrician Constructors through a bid (Headquarters and Work Unit);
2. If no bids are received and management decides not to hire a replacement, then the least senior Electrician Constructor may be assigned to the Substation Operations Work Unit;
3. If no bids are received and management decides to hire a replacement, then management will hire an Electrician Constructor into the vacant position.

29.8.3 If the vacant position is not to be filled upon completion of either the bid procedure in Section 29.8.1 or 29.8.2, a new schedule will be mutually agreed to. Relief personnel may be scheduled to fill the schedule vacancies until the new schedule is adopted.

29.9 Safety meetings shall be held regularly at a centrally located place or places and at the time of day specified by management. At least one representative from each station shall be in attendance.

29.10 When sick or injured, operating employees shall if physically possible, notify their immediate supervisor by telephone or otherwise sufficiently in advance so that relief can be provided. Employees must also keep their supervisors informed as to their availability to return to work.

29.11 All operating personnel temporarily assigned to the Bothell Substation shall be compensated in the amount of an additional one-half hour's pay per day when so assigned.

29.12 Vacations shall be scheduled in accordance with Sections 11.4 and 11.8, however, consideration will be given to classification seniority as determined by Article 29.

29.13 The working schedule for Electrician Constructor (Operator Incumbent) and Electrician Constructors working in Substation Operations may include six (6) Orientation Days per employee, per calendar year. An Orientation Day is defined as a shift during which the employees familiarize themselves with equipment and operating practices, while performing no routine duties. It is desirable that these days be spaced so that no more than two (2) are scheduled per employee in any three (3) month period. Any Orientation Day utilized for relief work shall be rescheduled to the closest practical later date. Orientation days shall be worked the same hours as the employee's current working shift hours provided the employee has submitted a prior training plan and that plan has been approved or modified by their supervisor. Employees who fail to submit a training plan, or those with plans that are expressly disapproved as opposed to being modified by their supervisor, will report for Orientation training at a time designated by their supervisor and in consonance with the training that is to be accomplished. A plan submitted by an employee may be modified or revised by their supervisor in consonance with the training that is to be accomplished, but such a plan will not be expressly disapproved except for a good training reason.

### **ARTICLE 30. WORKING RULES FOR LINE CREWS**

- 30.1 All framing of poles will be done by Lineworkers with the help of Lineworker Apprentices and/or Material Suppliers. The erection of poles will be done by Line Crews. This rule does not apply to erection or maintenance of poles under the supervision of Transmission Lineworkers who have Line personnel under their jurisdiction.
- 30.2 Stubbing of poles will be done under supervision of a Line Crew Chief, Lineworker, or Transmission Lineworker.
- 30.3 All tree trimming where there is a possibility of contact with transmission or distribution circuits will be done by Lineworkers.
- 30.4 Crews normally under a Line Crew Chief will not be regularly scheduled for work on Saturdays.
- 30.5 When employees are required to put in time before or after their regular working hours for the purpose of picking up vehicles or trailers or for loading materials, only the additional time worked will be compensated for at the overtime rate.
- 30.6 The standard workday shall consist of eight (8) hours, exclusive of meal periods, in any twenty four (24) hour period, without regard to any particular shift or the number of shifts which may be scheduled. For the purpose of payroll accounting, the workday shall begin at 12:01 a.m. The hours of work for the day shift shall consist of four (4) hours from 7:45 a.m. until 11:45 a.m. and four (4) hours from 12:15 p.m. until 4:15 p.m. Whenever it is found necessary to meet department needs, hours of duty may also be scheduled to cover the period between 4:15 p.m. and 7:45 a.m.; or the hours of standard work shifts may be varied; provided that notice of such variations shall be given as far in advance as practically possible; and provided further that no variation shall be made solely for the purpose of avoiding overtime payment to employees who would otherwise be entitled thereto. When travel for the meal is involved, it will be included in the one-half (1/2) hour meal period; provided, however, that a meal period of one (1) hour may be taken by crew(s) of the Line Division during periods when weather conditions warrant, under the following conditions:
- a. When Crew Chiefs request a one (1) hour meal period for their crew they must notify the Supervisor or designee prior to the meal period that day.
  - b. When travel for the meal is involved, it will be included in the one (1) hour meal period.
  - c. When a one (1) hour meal period is taken by a crew, the affected employees will work one-half (1/2) hour later on that shift (until 4:45 p.m.) so as to complete the eight (8) hour workday.
- 30.7 The basic Line Crew shall consist of the following:
- 1 Crew Chief

- 1 Lineworker
- 2 Any combination of Lineworker, Material Supplier, or Lineworker Apprentice. However, there will be no more than one (1) 1st through 7th period Lineworker Apprentice on any four (4) member crew.

30.7.1 Not more than two (2) employees shall be working on a pole or structure at any one time.

30.7.2 The crew chief is a working crew chief on four (4) member crews.

30.7.3 The parties recognize the need for continual supervision of the work and safe work practices. Therefore, a Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignment, special assignment) shall be replaced by a Journeyworker per WAC 296 Chapter 45. A Journeyworker shall immediately be designated and compensated at the Crew Chief rate per Section 28.13.

A Crew Chief who, in his/her judgment, needs to leave the job site in order to perform assigned duties and responsibilities, shall designate a Journeyworker per WAC 296 Chapter 45 and Section 17.2 of this Agreement. Compensation for each such designation by a Crew Chief shall be made per Section 28.13. However, such compensation shall become effective only when the Crew Chief is absent from the job site for two (2) or more hours (accumulative) in a day.

30.7.4 The four (4) member crew shall do all linework with the following exceptions, provided that the Crew Chief has determined that adequate equipment is available to do the work safely.

30.7.4.1 The four (4) member crew shall not transfer conductors or change crossarms on 3-phase corners involving dead ended energized 26 kV circuits.

30.7.4.2 The four (4) member crew shall not work on any circuits above an energized 26 kV circuit.

30.7.4.3 The four (4) member crew shall not hang 3-phase transformer banks or capacitor banks above energized primaries.

30.7.4.4 The four (4) member crew shall not pull wire in the vicinity of energized primaries.

30.7.4.5 The four (4) member crew shall not reconductor 120/240 kV circuits.

30.7.5 In the event the crew is given an assignment which the Crew Chief determines is beyond the capability of the crew, for reasons involving training needs, appropriate classifications/skills, safety or difficult work situations, the Crew Chief will return the job for assignment to a larger crew or will arrange for additional workers of appropriate classifications/skills to be assigned to the crew.

30.7.6 A Line Crew with less than four (4) members shall limit their work to secondaries, streetlights, guywires, insulator washing, replacing pole grounds, installing molding and guy guards,

maintenance inspections, pole testing, removal of vacated poles below the primary conductors, and installing anchors. Any departure from the basic four (4) person overhead line crew structure shall be subject to the following restrictions:

1. This will only take place when all possible four (4) person crews have been formed, with the proper classifications.
2. Any line crew with less than four (4) persons shall include a Crew Chief and Journeylevel Lineworker.
3. If it is not possible to comply with the preceding restrictions, unassigned personnel shall be combined with other existing crews or placed on special assignment within their classification assisting a Crew Coordinator.
4. The work assigned shall be consistent with the skill levels of the members composing the crew and equipment available, as determined by the Crew Chief.

30.8 The Department at its discretion may assign other work crews to perform the work as defined in Article 30.

## **ARTICLE 31. WORKING RULES FOR UNDERGROUND NETWORK CREWS**

- 31.1 All cable splicing, installation, and maintenance of primary and higher voltage cable, of secondary and DC cables and terminal ends in the Underground Network shall be considered under the jurisdiction of Journeyworker Cable Splicers. For reasons of this Agreement, the Underground Network is understood to mean electrical facilities directly associated with area-wide secondary network systems. All other work in connection with any underground installation may be done by either journey level Lineworkers, journey level Electrician Constructors or journey level Cable Splicers, as determined by Department management.
- 31.2 The Underground Crew shall connect to the first point of feed of customer's wiring.
- 31.3 A crew pulling lead covered cables or non-leaded cables with power shall include not less than two (2) Journeyworker Cable Splicers and shall be supervised by a Crew Chief.
- 31.4 With respect to underground, when capacity of the main line switch is over 200 amps and when worked hot, such work shall be done by not less than two (2) Journeyworker Cable Splicers one (1) of whom may be a working Crew Chief.
- 31.5 In the Underground Section 15000 GVW or heavier trucks equipped with cable winch and/or derrick when used for pulling cable or handling transformers shall be operated by a Material Supplier (assigned to operate 15000 GVW or heavier truck equipped with cable winch and/or derrick).
- 31.6 The parties recognize the need for continual supervision of the work and safe work practices. Therefore, a Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignment, special assignment) shall be replaced by a Journeyworker per WAC 296 Chapter 45. A Journeyworker shall immediately be designated and compensated at the respective Crew Chief rate per Section 28.13.
- A Crew Chief who, in his/her judgment, needs to leave the job site in order to perform assigned duties and responsibilities, shall designate a Journeyworker per WAC 296 Chapter 45 and Section 17.2 of this Agreement. Compensation for each such designation by a Crew Chief shall be made per Section 28.13. However, such compensation shall become effective only when the Crew Chief is absent from the job site for two (2) or more hours (accumulative) in a day.
- 31.7 The basic Underground Network Crew will be:
- 1 Cable Splicer Crew Chief
  - 1 Journeyworker Cable Splicer
  - 1 any of the following: Journeyworker Cable Splicer, Cable Splicer Apprentice or Material Supplier.

31.7.1 The crew structure may vary, depending on the availability of employees (e.g. sick leave, vacation, training or other leave of absence) and/or assigned work tasks. The following are possible variations from the basic crew structure:

- |  |  |
|--|--|
| - Cable Splicer Crew Chief                   | - Cable Splicer Crew Chief                     |
| - Journeyworker Cable Splicer                | - Two (2) of any combination of the following: |
| any combination of two (2) of the following: | - Material Supplier                            |
| - Journeyworker Cable Splicer                | - Cable Splicer Apprentice                     |
| - Material Supplier                          |  |
| - Cable Splicer Apprentice                   |  |

31.7.2 Any departure from the basic three (3) person Network crew structure shall be subject to the following restrictions:

1. This will only take place when all possible three (3) person crews have been formed, with the proper classifications.
2. Any Underground Network crew shall include a Crew Chief.
3. If it is not possible to comply with the preceding restrictions, unassigned personnel shall be combined with other existing crews or placed on special assignment within their classification assisting a Crew Coordinator.
4. The work assigned shall be consistent with the skill levels of the members composing the crew and equipment available, as determined by the Crew Chief.

31.8 The Cable Splicer Crew Chief shall be a Working Crew Chief when four (4) or fewer employees are assigned to a crew. When there are more than four (4) employees, the Crew Chief shall supervise only, and will not work with tools except in cases of emergency.

31.9 The three (3) member crew will do all cable splicing work with the following exceptions, provided that the Crew Chief has determined that adequate equipment is available to do the work safely.

31.9.1 The three (3) member crew shall not lay or install 3-inch or larger steel conduit.

31.9.2 The three (3) member crew shall not perform cable pulls.

31.9.3 The three (3) member crew shall not install an integral web collector bus. Assembly is permitted while working in a vault containing energized equipment.

31.9.4 The three (3) member crew shall not perform fault locating.

31.10 In the event the crew is given an assignment which the Crew Chief determines is beyond the capability of the crew, for reasons involving training needs, appropriate classifications/skills, safety or difficult work situations, the Crew Chief will return the job for reassignment to a

- larger crew or will arrange for additional workers of appropriate classifications/skills to be assigned to the crew.
- 31.11 A non-working Cable Splicer Crew Chief shall not supervise more than seventeen (17) employees at one time or more than three (3) working Crew Chiefs.
- 31.12 All primary hot tapping on a pole shall be done by journey level Lineworkers and/or Line Crew Chiefs.
- 31.13 On scheduled overtime jobs the work will be performed by employees in the proper classifications. A Cable Splicer Crew Chief, if assigned, shall supervise other classifications involved only as necessary to coordinate the entire operation. To further the end result the Crew Chief may assign them work common to all classifications.
- 31.14 All hot work on underground distribution cables carrying over 300V shall be done by two (2) Journeyworker Cable Splicers, one (1) of whom may be a Working Crew Chief.
- 31.15 When employees are required to put in time before or after their regular working hours for the purpose of picking up vehicles or trailers or for loading materials, only the additional time worked will be compensated for at the overtime rate.
- 31.16 All lead covered power cable and high voltage pipe-type cable work to include removal for salvage and reuse or for scrap shall be done by Journeyworker Cable Splicers, Working Crew Chiefs, and their respective Apprentices or Material Suppliers. In the URD and 4kV Unit Substations lead covered power cable to be removed for salvage or scrap may be done by other qualified Journeyworkers listed in Section 31.1. High voltage lead covered power cable testing for "dead" shall be accomplished by two (2) qualified Journeyworker Cable Splicers one (1) of which may be a working Crew Chief.
- 31.17 Outside of the Underground network areas all underground facilities shall be installed and maintained by Cable Splicers, Lineworkers, Electrician Constructors and their respective Helpers, Material Suppliers, Apprentices and/or working Crew Chiefs except the ditching, trenching and backfilling as described in Section 39.2; provided, however, that all spot networks, dedicated network cable, terminal ends, high voltage pipe-type cable and self-contained cable shall be installed and maintained by Cable Splicer Crew Chiefs, Journeyworker Cable Splicers, and their respective Apprentices, and/or Material Suppliers.
- 31.18 Journeyworker Cable Splicers working on a pole shall be assisted from the ground by a Cable Splicer Apprentice, Material Supplier, another Cable Splicer and/or Cable Splicer Crew Chief when working on a lead cable, pipe-type cable, or any cable over 5000 volt rating.
- 31.19 Cable Splicers (non-network) may bid for available positions in the network area on a seniority basis.



**ARTICLE 32. WORKING RULES FOR ELECTRICIAN CONSTRUCTORS  
IN STATIONS AND SHOPS**

32.1 The installation, maintenance, and operation of light and power equipment in substations shall be considered the work of Electrician Constructors and other classifications and job titles as identified in Article 32 and Article 29. These rules (Articles 32 and 29) shall not conflict with the present duties of other classifications covered by this Agreement.

32.1.1 Incumbent employees in the Electrician Constructor and Electrician Constructor Crew Chief titles will remain in these job titles as modified below. The titles and status of employees in this work unit are:

<u>Prior Job Classification</u>	<u>New Combined Classification Title</u>
Electrician Constructor	Electrician Constructor
Electrician Constructor Working Crew Chief	Reverted Electrician Constructor
Electrician Constructor Working Crew Chief	Electrician Constructor Core Crew Chief
Electrician Constructor Working Crew Chief	Electrician Constructor Working Crew Chief (Shops, Spares, Out-of-Class)
Electrician Constructor Working Crew Chief Assigned Crew Coordinator	Electrician Constructor Crew Chief Assigned Crew Coordinator

32.1.2 The job tasks listed in Appendix C, paragraphs "A" of Sections I. and II. shall be performed by employees in either title, Electrician Constructor or Electrician Constructor (Operator Incumbent) at both the journey and Crew Chief/Crew Coordinator levels, upon signing of this Agreement. After training, employees in these titles shall perform the work in Appendix C, paragraphs "B" of Sections I. and II. as assigned. Job tasks in Appendix C are in addition to those performed prior to negotiation of this Agreement. The parties agree that the Department has the responsibility to provide training on "B" list duties and that Electrician Constructors have the responsibility to take advantage of that training, within their work schedule.

32.1.3 A co-equal training and implementation team will be established and will report on their progress to the JLMC in accordance with the Memorandum of Agreement "Co-Equal Training and Implementation Team."

32.2 A crew shall be assigned primary responsibility for all capital improvement projects (CIP) and maintenance work in substations within the core groups of north and south stations listed in Section 32.3 below.

32.2.1 The basic crew assigned to, and responsible for, each core shall be a minimum of five (5) electrical workers.

- An Electrician Constructor Core Crew Chief;
- Four (4) journey level workers; and

- Additional personnel may be journey level worker(s), Helper(s) or Apprentice(s).

These crews may be shifted in whole or part within the core, or as otherwise covered in this Agreement, to meet the needs of the Department. Beyond the crew minimum, management has the right to allocate vacant positions; these allocations are subject to review by either party at the JLMC.

- 32.3 Employees in Station Construction and Maintenance work units shall have the right to bid vacancies in a core group by seniority as described in Section 28.14. Vacancies within cores will first be bid within their respective headquarters prior to being offered as part of a classification headquarters bid, then to the remaining headquarters prior to being offered as part of a classification headquarters bid. Requests to be considered for these assignments will be made via e-mail. Concerns over station assignments will be addressed through JLMC.

By Headquarters, the Core Group and associated stations are:

A. North Service Center Headquarters

- Core 1: Bothell and Shoreline Substations
- Core 2: Viewland, University, and North Substations
- Core 3: Broad, ~~Union~~ Denny, and Canal Substations.

(Work at North Mountain Substation will be assigned from Core 1 or the North Service Center. Work at the North Service Center and Annex, METRO work, unit substations (4kV), commercial/industrial substations, and the System Operations Center shall be assigned from North Service Center.)

B. South Service Center Headquarters

- Core 4: Creston, Delridge and East Pine Substations
- Core 5: South Substations and Union
- Core 6: Duwamish , Massachusetts Street Substation

(Work at NuCor Steel will be assigned from Core 6 or the South Service Center. Work at Boeing, unit substations (4kV), and the commercial/industrial substations will be assigned from the South Service Center.)

- 32.3.1 Bidding for Journeyworkers and Helpers will occur after the initial selection of Crew Coordinators and Crew Chiefs.
- 32.3.2 Electrician Constructor Crew Chief assigned Crew Coordinators will be assigned to plan, schedule, coordinate and monitor the installation, maintenance, construction, repair and operation of facilities used for the distribution and transmission of electrical power. Assignment to these positions shall be made per Article 43, Section 43.5.

- 32.3.3 The Battery Crew will report to a Crew Chief.
- 32.3.4 Apprentices' reporting assignments will continue to be governed by ECAC and Apprenticeship Standards. No new bidding rights for apprentices are created by the new combined classification.
- 32.4 The parties recognize the need for continual supervision of the work and safe work practices. Therefore, a Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignment, special assignment) shall be replaced by a Journeyworker. A Journeyworker shall immediately be designated and compensated at the Crew Chief rate per Section 28.13.
- 32.4.1 A Crew Chief who, in his/her judgment, needs to leave the job site in order to perform assigned duties and responsibilities, shall designate a Journeyworker per Section 17.2 of this Agreement. Compensation for each such designation by a Crew Chief shall be made per Section 28.13. However, such compensation shall become effective only when the Crew Chief is absent from the job site for two (2) or more hours (accumulative) in a day.
- 32.4.2 When the crew at a worksite consists of two (2) journey level Electrician Constructors, one (1) of the journey level Constructors will be assigned and paid as a Journeyworker-In-Charge. If two (2) crew members at a worksite consist of one (1) journey level Electrician Constructor and any other job classification, the requirement for supervision is satisfied.
- 32.4.3 The Core Crew Chief shall supervise only, and will not work with tools except in cases of emergency.
- 32.4.4 When there are more than four (4) employees and there is no Core Crew Chief, the Crew Chief shall supervise only, and will not work with tools except in cases of emergency.
- 32.4.5 When the crew at a worksite consists of any combination of three (3) or more journey level Electrician Constructors, Electrician Constructor Apprentices, and/or Electrical Helpers, one (1) of the journey level Constructors will be assigned and paid as an Electrician Constructor Working Crew Chief.
- 32.4.6 A Core Crew Chief shall not supervise more than seventeen (17) employees at one time or more than three (3) Crew Chiefs.
- 32.5 Locating work in stations and switchyards will be the work of Electrician Constructors. When Constructors perform locating work on either scheduled or unscheduled overtime, they shall have a Crew Chief on duty or else a Journeyworker will be designated and compensated at the Crew Chief rate.
- 32.6 On-site reporting within core can be required up to one hundred-twenty (120) working days of eight (8) hours each (960 hours per calendar year).

- 32.6.1 Minimum notice for mandatory assignment will be seven (7) calendar days.
- 32.6.2 Minimum expected on-site reporting shall be for one (1) week and the Crew Coordinators and Crew Chiefs will make good faith projections (jobs may be stacked).
- 32.6.3 Minimum notice to end on-site reporting shall be one (1) week, unless the change is due to decisions or circumstances outside of the Department's control. (See Section 28.5.1 for detail.)
- 32.6.4 Voluntary on-site reporting may exceed one hundred-twenty (120) days, with preference first to the core, and then to others within that Headquarters, with the approval of the Crew Chief and the Supervisor.
- 32.6.5 Absences occurring when a crew is on-site reporting may be covered by the following:
- Fill with selected volunteers;
  - Send substitute from service center;
  - Run crew short;
  - Use Operators for selected tasks (Section 32.1.2).
- 32.6.6 Management shall be allowed to assign employees from outside the core. These cannot be mandatory on-site assignments. Management will provide transportation to location and back to Headquarters.
- 32.6.7 Management will provide transportation to and from stations if meetings are required by the Department while a crew is reporting on site, and travel shall be part of the employee's work time.
- 32.6.8 The facilities required of stations for on-site reporting are lockable bathroom, personal lockers, secured parking, lockable tool storage, safety items (stocked first aid kit, fire extinguisher, blood pathogens kit) and telephone.
- 32.7 The Shops work shall be divided into two (2) crews, each supervised by a Working Crew Chief. The workload for each of these crews will be divided as follows: Electric repair shop and commercial wiring work; transformer testing and repair. The crew size may vary.
- 32.7.1 Electrician Constructors and Helpers may be required to rotate within the shops to maintain skill level.
- 32.7.2 Other Electrician Constructors may be assigned to backfill Electric Shop positions as needed. (Shops will not be an on-site assignment for Station Constructors.)
- 32.7.3 Out-of-town assignments shall be voluntary. Management shall have the right to make assignments if there are no volunteers. Shops will provide support for small, temporary labor needs for the hydroelectric projects.

32.7.4 Apprentices will provide support per their normal assignment. Apprentices will not be permanently assigned to Shops crews.

**ARTICLE 33. WORKING RULES FOR LINE SERVICE CREWS**

- 33.1 When two (2) or more shifts of Line Service Crews are required, all shifts shall rotate at least every two (2) calendar months except when employees request late or undesirable shifts as permanent shifts and they can be granted by the Department.
- 33.2 In emergency conditions Material Suppliers may be called out with Line Service Crews.
- 33.3 On Sundays, holidays, and after 5 p.m. on regular workdays, all employees of the Line Service Section shall be required to perform those duties consistent with rendering adequate customer service, including street light maintenance; provided that employees on these shifts shall do no new construction work and providing further that they shall not perform other routine duties which can reasonably be done on regular workdays.
- 33.3.1 The basic Line Service crew will be:
- 1 Journey level Lineworker in Charge.
  - 1 Lineworker.
- 33.3.2 The crew structure may vary, depending on the availability of employees (eg sick leave, vacation, training or other leave of absence) scheduled shifts and/or assigned work tasks as agreed to by the Journeyworker in Charge. The following are possible variations from the basic crew structure:
- 1 Journey level Lineworker in Charge
  - 1 Lineworker
  - 1 Any of the following:  
Line Apprentice  
Material Supplier
- 33.3.3 From one (1) hour after sunset until one (1) hour before sunrise, there shall be two (2) Journeyworkers working together on the climbing of poles to perform work within two (2) feet of 4kV primary, as provided in Section 5.10 of the Electrical Workers Safety Rules, except that one (1) employee may be used in cases of emergency, as provided in Section 5.4 of those safety rules.
- 33.3.4 Lineworkers working alone shall perform those one (1) member jobs normally required for continuity of customer service.
- 33.3.5 Line Service crews scheduled to work Sundays, holidays and before 8 a.m. or after 5 p.m. on regular workdays shall consist of no less than two (2) journey level Lineworkers per crew.
- 33.3.6 Line Service may install meters in conjunction with new residential service installations to a maximum of four (4) meter sets per service installation.

33.4 Transfers to Line Service shall be considered as transfers to another headquarters and shall be made as provided in the General Working Rules 28.14.

33.4.1 Bidding to Journeyworker-in-Charge, Line Service Crew shall be limited to Lineworkers in the Line Service Section; and provided also that only time in the Line Service Section will apply for the awarding of the bid. Following one (1) continuous year of service in the Line Service Section, total Lineworker seniority shall apply for future bidding.

### **ARTICLE 34. WORKING RULES FOR METER**

- 34.1 All Meter Electricians shall draw out material and replace stock on Department time.
- 34.2 Established headquarters for all Meter Electricians shall be designated for each employee by the City Light Department. If more than one (1) headquarters is established for Meter, headquarters will be selected per Article 28 of the Collective Bargaining Agreement.
- 34.3 All Meter Electricians shall report to headquarters unless the location for the work in which they are engaged is nearer to their homes than headquarters, in which case they may be requested to go directly to the job from home. In such case, their time shall commence at the time of leaving home.
- 34.4 All Meter Electricians shall travel from headquarters to headquarters on Department time.
- 34.5 All Meter Electrician Crew Chiefs shall be Working Crew Chiefs and may perform all functions of journey Meter Electricians. Incumbent Non-Working Meter Crew Chiefs will have bid rights to Meter Crew Chief Assigned Crew Coordinator per Sections 43.6 and 28.14.
- 34.6 The parties recognize the need for continual supervision of the work and safe work practices. Therefore, a Meter Electrician Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignment) for two (2) hours or more shall be replaced by a journey Meter Electrician as long as there is a viable crew of two (2) or more Meter Electricians including a Crew Chief. While working in that capacity the Journeyworker shall be compensated at the respective Crew Chief rate per Section 28.13 of this Agreement.
- 34.7 The following shall be considered the work of a journey Meter Electrician. The installation, permanent removal, testing, calibration, programming, auditing, repairing, and adjusting of revenue watt-hour meters, metering transformers, meter calibration equipment, indicating and recording electrical metering instruments, and associated metering data schemes from point of metering to customers interface. The installation, removal, testing, calibration, programming, dismantling, repairing or adjustment of parts of metering equipment used in City Light substations and generation plants, as may be assigned. Trouble calls on residential, commercial/industrial installations and panels.

These rules shall not conflict with the present duties and jurisdictions of other classifications covered by this Agreement.

- 34.8 Meter Electricians shall perform storm spotting while under the direction of the Trouble Center Dispatcher and will require two (2) people per vehicle.



- 34.9 The hours of work for the Meter Unit for one (1) shift per day, or for morning shift where there is more than one (1), shall normally be from 7:30 a.m. to 4 p.m. with one-half (1/2) hour off for lunch.
- 34.10 To assist in training and improving job skills, a skill maintenance training program will be developed by a standing training committee selected by mutual agreement of Labor and Management to include a Meter Crew Coordinator, Meter Crew Chief and journey Meter Electrician which shall meet quarterly to establish and assess training programs.

## **ARTICLE 35. WORKING RULES FOR COMMUNICATIONS ELECTRICIANS**

- 35.1 Communications Electricians have responsibility for Operational Technologies (OT) communication equipment, telemetry equipment, RTU's, video equipment and infrastructure, internal voice communication and recording system, outside plant, and mobile radio and radio console communication systems throughout SCL service territory but not within the scope of generation communication electricians.
- 35.2.1 Generation Communications Electricians reporting to Skagit are responsible for Communication Plant east of Darrington.
- 35.2.2 Any Programmable Logic Controller (PLC) at Generations sites outside of the physical plant will be the responsibility of the Communication Electricians.
- 35.2.3 Generation Communications Electricians are responsible for installation, maintenance, and repair of the project LAN providing highspeed internet access for residents (Skagit) and repair of the on-project LAN using switches, routers, and firewalls to transport special circuits between generation sites (Skagit).
- 35.2.4 Generation Communications Electricians reporting to Boundary are responsible for Communication Plant within the Boundary Project and City Light-owned equipment south to Spokane.
- 35.3 Communications Electricians will have responsibility for communications equipment and transport of newly implemented operations technologies.
- 35.4 Responsible for the Local Area OT Network (LAN) in automated substations
- 35.5 Work that occurs in the comms room or buildings on SCL Communications Equipment is the responsibility of Communication Electricians up to the SCL point of demarcation.
- 35.6 Communications Electricians have responsibility for Installation, maintenance, and repair of Underground communications cables and innerduct when passing through communications vaults and/or hand-holes with no distribution or transmission infrastructure.
  - 35.6.1 Have the responsibility for Installation, maintenance, and repair of Aerial communications cables and innerduct from ground to one foot above the neutral.
- 35.7 The Non-working Communications Electrician Crew Chief will have the following responsibilities; to plan, schedule, coordinate and monitor the installation, maintenance, construction, repair and operation of facilities, communications equipment, and outside plant related to transport of Operational Technology (OT) and its associated LANs in operations.

- 35.7.1 The Non- working Crew Chief shall supervise only and shall not be permitted to use tools except in case of emergency.
- 35.8 The parties recognize the need for continual supervision of the work and safe work practices. Therefore, the Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignment, special assignment) shall be replaced by a Journeyworker per WAC 296 Chapter 45. A Journeyworker shall immediately be designated and compensated at the respective Crew Chief rate per Section 28.13.
- 35.8.1 A Crew Chief who, in his/her judgment, needs to leave the job site in order to perform assigned duties and responsibilities, shall designate a Journey worker per WAC 296 Chapter 45 and Section 17.2 of this Agreement. Compensation for each such designation by a Crew Chief shall be made per Section 28.13. However, such compensation shall become effective only when the Crew Chief is absent from the job site for two (2) or more hours (consecutive) in a day.
- 35.9 When the crew at a worksite consists of two (2) journey-level Communication Electricians and the non-working Communication Electrician Crew Chief is not present, one (1) of the journey level Communication Electricians will be assigned and paid as a Journeyworker-In-Charge.
- 35.10 A Journey worker shall be immediately designated as a Communication Electrician Crew Chief and shall be a working Crew Chief when more than three (3) Communication Electricians are assigned to a crew and the non-working Communication Electrician Crew Chief is not present. When there are more than four (4) employees, and Non-working Crew chief is not present, then a journey worker shall be immediately designated as a Non-Working Communications Electrician Crew Chief.
- 35.11 A non-working Communication Electrician Crew Chief shall not supervisor more than seventeen (17) employees at one time or more than three (3) working Crew Chiefs.

**ARTICLE 36. WORKING RULES FOR POWER PRODUCTION PERSONNEL**

- 36.1 Employees will be notified of impending assignment before quitting time of previous day worked. (The intent of this provision is that tools, etc., will be gathered on Department time.)
- 36.2 All employees will report to Newhalem and travel to work locations in department vehicles on department time. ~~Management reserves the discretion to determine, based on business need, any employees who are not to be required to report to Newhalem.~~
- 36.3 During regular work hours when Generation employees are prevented from returning to their assigned work location because of impassable roads or similar conditions beyond their control, they may upon reporting to their supervisor be permitted to work at their regular rate of pay at a Seattle City Light location designated by that supervisor. Employees who are not given a work assignment shall be on standby during normal working hours and compensated at their regular rate of pay. Employees who do not accept a work assignment pursuant to this paragraph will be eligible to use their accumulated leave.
- 36.4 The job functions of Hydroelectric Operators and Electrician Constructors at the Skagit Project may be shared as described in Appendix D. ~~Hydroelectric station is defined as the powerhouse and switch yard when operational.~~
- 36.4.1 The Gorge, Diablo, Ross and Boundary hydroelectric stations, when staffed, shall be operated by a Hydroelectric Operator II.
- 36.4.2 When the crew at a worksite consists of two (2) or more Journey Level Workers, one (1) of the Journey Level Workers will be assigned and paid as a Journey Worker-In-Charge (111.65%). If two (2) crew members at a worksite consist of one (1) Journey Level Worker and any other job classification, the requirement for supervision is satisfied.
- 36.5 When employees are prevented (due to impassable roads or similar conditions) from returning to their regular place of residence after completing their workday, the Department shall provide the employees with food and quarters at no cost to the employees. Section 18.3 shall apply. Employees shall return to their own place of residence as soon as conditions allow.
- 36.6 Hourly employees covered by this agreement shall be compensated for all time spent traveling to and from out-of-town work assignments that are not their normal worksite as deemed compensable under the Washington Minimum Wage Act, RCW 49.46 and WAC 296-126-002(8).
- 36.7 When a Skagit Generation Supervisor is unavailable to crews, the Generation Supervisor will appoint a Powerhouse Journeyworker-in-Charge (PJIC) if the unavailability will exceed two (2) consecutive hours. The Supervisor may appoint a PJIC if the unavailability will not exceed two (2) consecutive hours, especially when safety concerns or direct supervision requirements of the crews make on-site supervision necessary. The employee so designated will supervise, but will also work and shall be permitted to use the tools of

their respective trade. The classification of "Powerhouse Journeyworker-in-Charge" is unique to this Bargaining Unit and the Skagit Project. Assignments to the PJIC title will be made among employees regularly appointed to titles within Schedule A. "Unavailable" means that the Supervisor is outside the Skagit Project, or that the Supervisor, although within the Skagit Project, is either not on duty or not able to respond to the needs of respective personnel.

36.8 All Hydroelectric Operator positions will be classified as Hydroelectric Operator II. Incumbents in Hydroelectric Operator positions currently designated at the trainee (I) level shall continue to be employed in the title Hydroelectric Operator I until certified as having successfully completed the training program. Upon successful completion, the Incumbent employees shall be appointed to the title of Hydroelectric Operator II. (This is a fill "in-lieu-of" situation. That is, the position will be allocated to the classification of Hydroelectric Operator II. The position is filled with an employee with a job title of Hydroelectric Operator I in lieu of the title to which the position is allocated until such time as the employee is appointed to the higher paying title.)

36.9 Newhalem, Boundary, and Cedar Falls are designated as headquarters for bidding purposes and will meet the requirements of Article 28.

#### 36.10 Skagit Housing

a. All employees of the City Light Department Skagit Project who were hired after January 1, 1973 and who currently reside in city-owned housing on the project will continue to abide by the terms of their respective monthly rental agreements. All future new hires who can be offered and who elect to live in city-owned housing on the project will be subject to these same terms.

c. The City will continue to determine the job classifications along with the number and location of positions which are to be considered as key positions. Individuals employed in key positions will be required to live on-site at the Skagit Project to assure their availability to cope with emergencies. Employees in these key positions will continue to receive city-owned housing and utilities at no cost. It is clearly understood that future numbers and location of each classification/position considered key may be increased or decreased as determined by the City.

36.11 Electrical Helper or Hydro Maintenance Worker II - Boundary will be assigned ~~Operator, Heavy Equipment~~ as a **Power Structure Mechanic** under the following conditions:

a. **When operating any equipment that Power Structure Mechanics operate at Skagit or in Seattle.** ~~When operating a front loader with bucket capacity over one (1) cubic yard.~~

b. ~~When operating a mobile crane over five (5) ton capacity. Payment while assigned Operator Heavy Equipment will be based on the next higher whole hour of actual equipment operation.~~

- 36.12 When a Hydroelectric Operator I does switching for the B.P.A. the Operator shall be paid the Hydroelectric Operator II rate for the next higher whole hour.
- 36.13 Personnel temporarily assigned to the Boundary Project shall be paid one-half (1/2) hour pay per day at the straight time rate as compensation for travel time between the work site and the board and/or lodging facility. This payment will be in addition to that provision contained in Section 18.3.
- 36.14 The Generation Supervisor shall arrange vacation time for the Boundary Project personnel. Vacation schedules may limit the number of employees simultaneously allowed vacation time. Vacation time shall not be prohibited during any portion of the year, except for a planned unit of work. The vacation restriction shall be not more than one (1) month per year.
- 36.14.1 The working schedule may include vacation days in the days off.
- 36.14.2 The working schedule for each work period shall be posted for seven (7) days before it is to go into effect.
- 36.14.3 Schedules provided for rotation of shifts and/or rotation of days off shall be mutually agreed upon by the Union and the Department. Staffing and workload influence and play a part in the schedule. The Department has a responsibility to disclose workload and staffing levels in a timely manner because they influence and play a part in the development of work schedules. Bidding within the same classification to these agreed upon work schedules shall be by seniority as defined in Section 28.14.
- 36.15 The maintenance crew **chiefs** shall be under the supervision of an Generation Supervisor.
- 36.16 The Boundary Hydroelectric Operators shall be under the supervision of a working Chief Hydro Operator. The employee in this position may fill in for regular shifts as may be determined to be necessary by the Generation Supervisor.
- 36.17 When the Skagit Powerhouse supervisor is absent from their respective premises for more than two (2) consecutive hours, the Department may appoint any one (1) of the journey classifications as "In Charge." The employee so designated will supervise but will also work and shall be permitted to use the tools of their respective trades.
- 36.18 The Skagit Hydroelectric Operators shall be under the supervision of a Working Chief Hydro Operator. The Chief Operator may fill in for regular day shifts as may be determined to be necessary by the Operations Supervisor. The Chief Operator shall work the same hours as the maintenance crew.
- 36.19 The work schedule for the Skagit hydroelectric operators shall be a schedule of ten (10) workdays of eight (8) hours each followed by four (4) days off. The four (4) days off shall be every other Friday, Saturday, Sunday, Monday. The work hours shall be 7:45 a.m.

through 4:15 p.m. The remainder of Schedule ‘A’ employees shall be 7:45 a.m. through 4:15 p.m., Monday through Friday. Alternative hours of work and schedules may be approved by mutual agreement of Management and the Union.

36.19.1 Work on the Friday through Monday days off shall be performed on a scheduled or callout overtime basis, or in conjunction with the Holiday Operator Schedule pursuant to the Skagit MOU, date August 12, 2003.

36.20 The work schedule for Boundary maintenance crew shall be 7 a.m. through 3:30 p.m., Monday through Friday. Alternative hours of work and schedules may be approved by mutual agreement of Management and the Union.

36.21 The work schedule for Cedar Falls/Tolt shall be 7 a.m. through 5:30 p.m., Monday through Thursday. Alternative hours of work and schedules may be approved by mutual agreement of Management and the Union.

36.21.1 Apprentices assigned to Cedar Falls shall work the Cedar Falls work schedule unless this schedule interferes with school. The Apprentice will report to the South Service Center or the North Service Center as assigned for work on the Cedar Falls off day if the Apprentice does not have a forty (40) hour work week.

36.22 The Cedar Falls work crew shall consist of the following job titles:

- 1 Electrician Constructor Working Crew Chief
- 3 Electrician Constructors
- 1 Hydro Maintenance Worker I

36.22.1 Increases in crew size and/or the addition of other job classifications is subject to mutual agreement through discussions in JLMC and per Memorandum of Agreement on Cedar Falls.

36.22.2 Absences from this crew shall not prohibit the remaining crew members from performing their normal work duties, as long as employee safety is not compromised. **The Crew Chief shall decide how soon the absence needs to be filled.** If the Crew Chief is absent for more than two (2) hours, then one (1) of the remaining journey level Electrician Constructor crew members shall be upgraded to Crew Chief.

36.22.3 The crew at the Cedar Falls and Tolt facilities is to perform all plant maintenance, construction, repair and operation within their capability. If the ~~Generation Supervisor~~ **Crew Chief** determines a project is beyond the crew capability, assistance will be requested from another headquarters for additional personnel to complete the project.

36.22.4 The Cedar Falls crew shall be a composite crew. Members of the crew shall be required to perform those duties which properly fall within the job description of either classification (Electrician Constructor and Hydroelectric Operator).

- 36.22.5 Travel from headquarters to Tolt or other job locations and back to headquarters shall be part of the employee's work time. Any transportation necessary shall be provided by the Department.
- 36.22.6 Management will supply transportation to and from headquarters for meetings and mandatory training. The travel shall be part of the employee's work time or compensated at the overtime rate.
- 36.22.7 Cedar Falls headquarters shall have a lockable bathroom (with toilet, wash area and shower), personal lockers, secured parking, lockable tool storage, safety items (to include, but not limited to, stocked first aid kit, blood pathogens kit, fire extinguisher, telephone and communications radio. This shall have no effect on any other headquarters during the term of this Agreement.
- 36.22.8 Overtime callouts will first be made to the Crew Chief. Failing contact with the Crew Chief the callout will be made to other Journeyworkers on the Cedar Falls crew; if they are unavailable, callout will be covered by Electrician Constructor (Operator Incumbents) who have been trained for work at Cedar Falls.
- 36.22.9 Transfers to Cedar Falls shall be considered as transfers to another headquarters and shall be made as provided in the general working rules (Section 28.14).
- 36.22.10 When assistance to the Cedar Falls crew pursuant to 36.23.3 is provided, travel from normal Headquarters to Cedar Falls and back to Headquarters shall be part of the employee work time, and any transportation necessary shall be provided by the Department. Assistance shall be provided from the South Service Center.
- 36.23 The installation, maintenance, and operation of light and power equipment in generating plants shall be considered the work of Electrician Constructors and other classifications and job titles as identified in this article. These rules shall not conflict with the present duties of other classifications covered by this Agreement.
- 36.24 The complement of a crew on shift at the various attended hydroelectric plants shall consist of an adequate number of employees in proper and applicable classifications necessary to the operation of the plant.
- 36.25 Locating work in powerhouses and switchyards will be the work of Electrician Constructors.
- 36.26 The parties recognize the need for continual supervision of the work and safe work practices. Therefore, a Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignment, special assignment) shall be replaced by a Journeyworker. A Journeyworker shall immediately be designated and compensated at the Crew Chief rate per Section 28.13.



36.27 Hydro Maintenance Workers shall be supervised by the Power Structure Mechanic Crew Chief.

36.27.1 The Power Structure Mechanic Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class, special assignment) shall be replaced. When the Hydro Maintenance Crew consists of three (3) or more Hydro Maintenance Workers, one of them shall be paid at the Power Structure Mechanic Crew Chief rate of pay. When the Hydro Maintenance Crew consists of two (2) Hydro Maintenance Workers, one (1) shall be paid as a Hydro Maintenance Worker II and the requirement for supervision is satisfied.

36.27.2 When the Hydro Maintenance Crew consists of two (2) Hydro Maintenance Workers and one (1) or more is conducting work in accordance with Section 36.11 of this agreement, one (1) Hydro Maintenance Worker of that crew shall be paid as a Power Structure Mechanic Crew Chief.

## **ARTICLE 37. SPECIAL WORKING RULES FOR STRUCTURAL IRON WORKERS**

~~Section 28.7 shall not apply to Structural Iron Workers.~~

- 37.1 Section 28.12.3.d shall not apply to Structural Iron Workers.
- 37.2 When Structural Iron Workers work in vaults, manholes, or other isolated areas there shall be another employee in the area.
- 37.3 When three (3) or more journey level Structural Iron Workers are working on one (1) specific job, one (1) Journeyworker shall be in charge and shall receive additional compensation while acting in this capacity. This shall only be effective when their Crew Chief is absent from the premises for more than two (2) hours. The Journeyworker in charge may be required to use tools.
- 37.4 Crew Chief shall supervise only and shall not be permitted to use tools except in case of emergency.
- 37.5 When a crew of three (3) or more, three (3) of whom are journey level are assigned to work out of town, one (1) will be designated as Crew Chief and compensated as such. This Crew Chief may use tools and perform all Bargaining Unit duties. One of the Crew Chief's primary responsibilities is to insure that all safety rules are observed. The Crew Chief supervises employees under the direction of the local supervisor; if there is no Crew Chief, employees will be supervised by the local supervisor.

It is understood that the Department will continue its practice of designating one (1) employee "in-charge" when two (2) journey level employees are working together. As is our current practice, no extra compensation will be paid for this designation.

- 37.6 A journey level part-time assistant to the Crew Chief may be used. Any certified Journeyworker may participate, but serving is not mandatory. Rotation will be on an hours basis (after 1040 hours, for instance.) The employee will not work in the office every day, but on an as-needed basis.

**ARTICLE 38. WORKING RULES FOR PROTECTION  
AND CONTROL ELECTRICIANS**

- 38.1 The Protection and Control Electrician Crew Chief shall supervise only and shall not be permitted to use tools except in case of emergency.
- 38.2 When the crew working on a specific job in a remote location consists of more than one (1) Protection and Control Electrician, one (1) of the electricians will be paid at the Protection and Control Electrician in Temporary Charge rate. A remote site is one which is located more than seventy-five (75) miles from the crews' assigned headquarters. Cedar Falls, Tolt, North Mountain, and Bothell are not considered remote sites.
- 38.3 Protection and Control Electricians shall not do their own switching for the purpose of getting clearances on lines or equipment except Department facilities to serve a customer substation or in cases of emergency as requested by the Dispatcher.
- 38.4 The Protection and Control Electrician Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignment, or special assignment) shall be replaced by a Journeyworker. A Journeyworker shall immediately be designated and compensated at the respective Protection and Control Electrician Crew Chief rate.
- 38.5 The Protection and Control Electrician Crew Chief who, in his/her judgment, needs to leave the job site in order to perform assigned duties and responsibilities, shall designate a Journeyworker who is compensated at the Protection and Control Electrician Crew Chief rate. However, such compensation shall become effective only when the Crew Chief is absent from the job site for two (2) or more hours (consecutive) in a day.
- 38.6 To assist in training and improving job skills, a skill development and maintenance training program will be developed by a standing training committee selected by mutual agreement of Labor and Management to include the Protection and Control Electrician Crew Chief and Protection and Control Electrician II which shall meet annually, or as needed, to establish and assess training programs.
- 38.7 Should a problem arise with the individuals not being able to progress from a Protection and Control Electrician I to a Protection and Control Electrician II, the affected employee(s) in said position shall be afforded the opportunity to return to their previous classification(s) within the Department. If the individual was a non-Department employee prior to entering the Protection and Control Electrician I position, the employee shall be terminated.

**ARTICLE 39. WORKING RULES FOR UNDERGROUND CONSTRUCTION  
CREWS**

- 39.1 Power Structure Mechanic shall operate construction equipment in excavating - back filling of ditches and trenches of underground facilities.
- 39.2 Power Structure Mechanic shall act as leadworker in the absence of the Power Structure Mechanic Crew Chief, in the construction of transformer vaults, manholes, all nonmetallic conduit runs and installations of pre-cast transformer vaults, manholes and handholes. These crews may install the metal pre-fabricated 90 degree bend at the base of the pole, together with the first length of pipe up the pole. No permanent attachments will be made to the pole nor will these crews bend steel pipe.
- 39.3 Power Structure Mechanic Crew Chief shall supervise only and shall not be permitted to use tools except in the case of emergency. ~~be considered working crew chiefs and permitted to use tools.~~

**ARTICLE 40. POWER DISPATCHING**

40.1 Power Dispatching shall be performed by employees in the following classifications:

Power Dispatcher, Senior  
Power Dispatcher  
Power Dispatcher, Assistant

40.2 The working schedule for each work period of twenty-eight (28) days shall be posted with copies available for each individual, a minimum of seven (7) days before it is to go into effect. The working schedule shall provide for rotation of shifts and/or rotation of days off in a repeatable pattern which shall be mutually agreed upon by the Union and the Department. The Dispatchers shall have the right to trade shifts among themselves, provided that such shift trades do not result in additional expense to the Department. The Dispatchers shall have the right to trade shifts among themselves, provided that such shift trades do not result in additional expense to the Department, and that the trades are approved by their supervisors. Bidding within the same classification to these agreed upon work schedules shall be by seniority as defined in Section 28.14.

40.3 Dispatchers will be allowed to use accrued vacation on their days off.

**ARTICLE 41. WORKING RULES FOR UNDERGROUND  
RESIDENTIAL DISTRIBUTION CREWS**

- 41.1 Underground Residential Distribution (URD) work covers constructing, installing, modifying, testing, maintaining and/or removing an Underground Residential Distribution system. Framing or re-framing on URD terminal poles may be done by Lineworkers working in the URD work unit.
- 41.2 A crew pulling primary cable between vaults shall include no less than two (2) Journeyworkers and shall be supervised by a Crew Chief.
- 41.3 All work on energized conductors at primary voltages including testing or primary terminators shall be done by at least two (2) Journeyworkers one (1) of whom may be a Working Crew Chief.
- 41.4 When a crew is switching an energized oil switch of 200 amps or more, such work shall be done by two (2) Journeyworkers one (1) of whom may be a working Crew Chief.
- 41.5 The parties recognize the need for continual supervision of the work and safe work practices. Therefore, a Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignment, special assignment) shall be replaced by a Journeyworker per WAC 296 Chapter 45. A Journeyworker shall immediately be designated and compensated at the respective Crew Chief rate per Section 28.13.

A Crew Chief who, in his/her judgment, needs to leave the job site in order to perform assigned duties and responsibilities, shall designate a Journeyworker per WAC 296 Chapter 45 and Section 17.2 of this Agreement. Compensation for each such designation by a Crew Chief shall be made per Section 28.13. However, such compensation shall become effective only when the Crew Chief is absent from the job site for two (2) or more hours (accumulative) in a day.

- 41.6 The basic URD crew structure will be:

- 1 Line Crew Chief
- 2 Lineworkers
- 1 of the following: Lineworker, Material Supplier or Lineworker Apprentice.

- 41.6.1 The crew structure may vary, depending on the availability of employees (e.g. sick leave, vacation, training or other leave of absence) and/or assigned work tasks as agreed to by the Crew Chief. The following are possible variations from the basic crew structure:

Line Crew Chief  
Lineworker

Line Crew Chief  
Lineworker

Material Supplier

Lineworker Apprentice

Line Crew Chief

Lineworker

Lineworker

41.6.2 The Crew Chief is a Working Crew Chief on four (4) member crews.

41.6.3 In the event the crew is given an assignment which the Crew Chief determines is beyond the capability of the crew, for reasons involving training needs, appropriate classifications/skills, safety or difficult work situations, the Crew Chief will return the job for assignment to a larger crew or will arrange for additional workers of appropriate classifications/skills to be assigned to the crew.

41.6.4 Sections 30.7.4 and 31.9 shall apply to the basic URD, four (4) member crew when performing the same or similar work within the URD.

41.7 Transfers to Underground Residential Distribution shall be considered as transfers to another headquarters and shall be made as provided in the General Working Rules 28.14 provided, however, this provision does not imply that the Department cannot at its discretion assign other work crews to perform the work defined in 41.1.

41.8 A Non-Working Crew Chief performing URD work shall not supervise more than seventeen (17) employees at one time or more than three (3) working Crew Chiefs.

## **ARTICLE 42. WORKING RULES FOR STREETLIGHT CREWS**

- 42.1 Transfers to Streetlighting shall be considered as transfers to another headquarters and shall be made as provided in General working rules 28.14. Disabled (e.g. permanently, partially, temporarily) electrical workers will be accommodated in accordance with applicable law.
- 42.2 The basic Streetlight Service crew will be:
- 1 Lineworker
  - 1 Any of the following: Lineworker,  
Lineworker Apprentice,  
Material Supplier
- 42.2.1 A one person streetlight crew will be permitted to replace photo electric cells, lamps and troubleshoot street lights on residential streets only.
- 42.2.2 The Department and the Union agree that the one person crew may change streetlight heads only after the Department has provided adequate trucks, tools and procedures.
- 42.3 A working Line Crew Chief shall be assigned as one (1) of the crew members on a two (2) person crew at the North and the South Service Centers, and shall provide day-to-day field supervision for the other two (2) person Streetlighting crews at that headquarters.
- 42.4 The senior Lineworker when two (2) Lineworkers are assigned to a crew shall be designated as the lead person for purposes of supervising the other crew member and paid at the Lineworker JIC rate.
- 42.5 A two (2) member Streetlighting crew shall not work on and/or over energized primary circuits.
- 42.6 A two (2) member Streetlighting crew shall not install arterial streetlighting standards.
- 42.7 When four (4) employees, at least two (2) of whom are Journeyworkers, are working on one specific job, one (1) Journeyworker shall be in charge and shall receive additional compensation at the Line Crew Chief rate.
- 42.8 The journey level Lineworker assigned to the Streetlight Repair shop shall be paid at the JIC rate when supervising two (2) or more employees.



**ARTICLE 43. WORKING RULES FOR WORKLOAD PLANNING  
AND SUPPORT PERSONNEL**

- 43.1 Crew Coordinators shall utilize any automation and will be provided training for the operation of this equipment and technology.
- 43.2 Requests from individual Crew Coordinators to revert to working Crew Chief shall be honored within the requirements of the work, training of a replacement, and availability of a vacant Crew Chief position.
- 43.3 Crew Coordinator vacancies shall be filled by seniority bid in accordance with Section 28.14 from the Incumbent Non-Working Line Crew Chiefs respectively as of January 23, 1991. The Incumbent Non-Working Cable Splicer Crew Chief - Non Network shall be considered an Incumbent Non-Working Line Crew Chief for purposes of this Section. When the specified Incumbent Non-Working Crew Chiefs have bid, are promoted, or otherwise vacate their Crew Chief position (retire, resign, etc.), or absent such bids, Crew Coordinators shall be assigned from the respective Working Crew Chiefs.
- 43.4 The present Incumbent Non-Working Cable Splicer Crew Chief shall be allowed a one (1) time successful bid for appointment to the title of Cable Splicer Crew Chief assigned Crew Coordinator. This one (1) time bid right will be exercised at the Incumbent's discretion.
- 43.5 Electrician Constructor Crew Coordinator vacancies shall be filled by seniority bid first from the Incumbent Non-Working Electrician Constructor Crew Chiefs as of October 14, 1994. Such bid shall be first offered within a headquarters. If no bids are received, bids will be honored across headquarters. The South headquarters shall include the shops. Each Incumbent Non-Working Crew Chief shall be allowed a one (1) time successful bid for appointment to this title to be used at their discretion.
- 43.6 Meter Crew Chief Assigned Crew Coordinator vacancies shall be filled by seniority bid in accordance with Section 28.14 from the Incumbent Non-Working Meter Electrician Crew Chiefs respectively as of January 23, 2002. When the specified Incumbent Non-Working Crew Chiefs have bid, are promoted, or otherwise vacate their Crew Chief position (retire, resign, etc.), or absent such bids, Crew Coordinators shall be assigned from the respective Working Crew Chiefs.
- 43.7 Employees appointed to Crew Coordinator will not be assigned to the work of a Crew Chief except in emergencies.

## **ARTICLE 44. WORKING RULES FOR LOCATORS**

44.1 The parties recognize the need for continual supervision of the Locator crew. Therefore, a Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignment, special assignment) shall be replaced by a Journeyworker. A Journeyworker shall immediately be designated and compensated at the Crew Chief rate per Section 28.13.

44.1.1 When the Locator crew consists of seven (7) or more crew members (including the Crew Chief), then the Crew Chief becomes a Non-Working Crew Chief.

44.1.2 If the Crew Chief is absent from the work assignment and:

- a. there are two (2) journey level Locators on the same work assignment, then one (1) will be designated and paid as a JIC at the 111.65% rate.
- b. the crew consists of three (3) or more of any classification on the same work assignment, then one (1) Journeyworker will be designated and compensated as a Working Crew Chief.
- c. the crew consists of one (1) Locator on the same work assignment, that crew member will be paid at the journey level rate.

44.1.3 When Locators work either scheduled or unscheduled overtime, they shall have a Crew Chief on duty or else a Journeyworker will be designated and compensated at the Crew Chief rate.

44.2 The Locator overtime accumulation list determines who is called. However, the duty Supervisor may consider distance as a factor if he/she is notified that the requester has a crew on site. The Locator overtime accumulation list shall include all Locators and the Locator Crew Chief.

The Locator overtime accumulation list determines who is offered scheduled overtime.

44.3 The Crew Chief makes the work assignments. In the event a Locator is given an assignment which he or she determines is beyond his or her individual capability for reasons involving training needs, appropriate classifications/skills, safety or difficult work situations, the Locator will notify the Locator Crew Chief who shall arrange for additional workers of appropriate classification/skills to be assigned to the crew.

44.4 Transfer of locating work, as defined in Section 28.14.4, shall be to Network or URD crews.

44.5 Cable Splicers and Lineworkers may bid to the Locator crew, per Section 28.14. Transfers to the Locator crew(s) shall be considered as transfer to another headquarters and shall be

made as provided in the General Working Rules 28.14. Successful bidders will be assigned to the Locator crew(s) as a Lineworker assigned Locator or Cable Splicer assigned Locator; however, they will retain their status and continue to accrue seniority in their base classification as Lineworker or Cable Splicer.

- 44.6 Cable Splicers assigned Locator or Lineworkers assigned Locator will be eligible for selection and permanent assignment to Locator Crew Chief one year after assignment to the Locator crew. A Locator Crew Chief may return to their base class of Cable Splicer or Lineworker, but they cannot transfer to another Crew Chief position, other than a Locator Crew Chief.

A journey level Cable Splicer assigned Locator or Lineworker assigned Locator is eligible for temporary, out-of-class assignment to Locator Crew Chief after successfully completing the training in locating work.

- 44.7 All members of the Locator crew will be trained and utilized in all aspects of locating work, included in the URD and Network.

- 44.8 Upon a successful bid, each employee will have a training assessment done by the Crew Chief and Supervisor. The Crew Chief and/or Journeyworkers will do the training; management will make the determination of when the crew member has successfully completed the training.

- 44.9 The following job titles will be used for positions assigned to Locator work.

Cable Splicer assigned Locator	132.11%
Cable Splicer assigned Locator Crew Chief	148.61%
Lineworker assigned Locator	132.11%
Lineworker assigned Locator Crew Chief	148.61%

Locator Crew Chiefs will be selected from the Locator crew.

- 44.10 These Locator unit work rules shall supersede the terms and conditions of the following grievance settlement letters: 1) February 4, 1992, #91-015 and 2) May 15, 1990, #89-04.

## ARTICLE 45. RETIREMENT

45.1 Pursuant to Ordinance 78444, as amended, and as further amended in 1998 by Ordinance Numbers 119275 and 119291, all employees shall be covered by the Seattle City Employees Retirement System. The 1998 amendment incorporates the terms and conditions of the settlement agreement signed on August 19, 1998, by the City and a coalition of Unions representing City employees, including IBEW, Local 77, as follows:

Any retirement system member who was employed in a Bargaining Unit position on or after January 1, 1998, which was represented by the Union shall be provided retirement benefits consistent with the following concepts:

- a. An annual, compounding COLA of 1.5%.
  - b. A 60% “floor” COLA adjusted annually with no limitation to the annual increase in the CPI.
  - c. A member’s retirement allowance shall reflect the highest of the calculations described in a, b, or the “13<sup>th</sup> Check.”
  - d. Effective January 1, 1999, the existing six (6) month waiting period required before new employees become eligible for retirement system membership shall be eliminated as a policy matter.
  - e. If through negotiations or by other means the City makes changes to benefits under the Seattle City Employees’ Retirement System different from those reflected above, the Union will be given the opportunity to review said changes and either accept or reject them.
- 45.2 City of Seattle Traditional, City of Seattle Preventive, Secure Horizons (affiliated with PacifiCare) and Group Health Cooperative (Standard and Deductible): A pre-Medicare eligible retiree health care plan shall be made available by each health care plan provider for employees covered by the provisions of this contract who retire from IBEW, Local 77 represented positions and their City employment.
- 45.3 During the term of this agreement the City of Seattle shall have the right to re-open on proposed changes to the retirement system.

**SCHEDULE “A”**  
**I.B.E.W., LOCAL 77, CITY LIGHT DEPARTMENT**  
 January 23, 2023 - January 22, 2024

<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/2023</u>
	Percentage of 100% rate	Effective 1/23/2023
Apprentice, Cable Splicer	67.00% of 132.11%	\$47.87
	71.00% of 132.11%	\$50.73
	77.00% of 132.11%	\$55.02
	79.00% of 132.11%	\$56.45
	83.00% of 132.11%	\$59.31
	87.00% of 132.11%	\$62.16
	91.00% of 132.11%	\$65.02
Apprentice, Electrician Constructor	95.00% of 132.11%	\$67.88
	67.00% of 132.11%	\$47.87
	71.00% of 132.11%	\$50.73
	77.00% of 132.11%	\$55.02
	79.00% of 132.11%	\$56.45
	83.00% of 132.11%	\$59.31
	87.00% of 132.11%	\$62.16
Apprentice, Lineworker	91.00% of 132.11%	\$65.02
	95.00% of 132.11%	\$67.88
	67.00% of 132.11%	\$47.87
	73.00% of 132.11%	\$52.16
	77.00% of 132.11%	\$55.02
	80.00% of 132.11%	\$57.16
	85.00% of 132.11%	\$60.73
Apprentice, Meter Electrician	90.00% of 132.11%	\$64.31
	95.00% of 132.11%	\$67.88
	67.00% of 122.43%	\$44.37

<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/2023</u>
	73.00% of 122.43%	\$48.34
	77.00% of 122.43%	\$50.99
	83.00% of 122.43%	\$54.96
	89.00% of 122.43%	\$58.94
	95.00% of 122.43%	\$62.91
Cable Splicer - Assigned Locator	132.11%	\$71.45
Cable Splicer-Non Network Area (Incumbent)	132.11%	\$71.45
Cable Splicer-Network Area	132.11%	\$71.45
Cable Splicer Helper-Non Network Area (Incumbent)	89.76%	\$48.55
	93.47%	\$50.55
	97.21%	\$52.58
Cable Splicer Helper-Network Area	91.15%	\$49.30
	95.12%	\$51.45
	99.07%	\$53.58
Chief Hydro Operator	131.18%	\$70.95
Craft Instructor-Apprenticeship	137.72% + 2%	\$75.57
Craft Instructor-Apprenticeship	148.61% + 2%	\$81.46
Craft Instructor - Apprenticeship (PACE Crew Chief)	170.28% + 2%	\$93.18

<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/2023</u>
Crew Chief, Assistant Electrician Meter	122.43%	\$66.22
Crew Chief, Cable Splicer-Assigned Locator	148.61%	\$80.38
Crew Chief, Cable Splicer-Non Network Area (Incumbent)	148.61%	\$80.38
Crew Chief, Cable Splicer-Network Area	148.61%	\$80.38
Crew Chief, Cable Splicer-Assigned Crew Coordinator	148.61%	\$80.38
Crew Chief, Electrician Communications	133.65%	\$72.29
Crew Chief, Electrician Constructor	148.61%	\$80.38
Crew Chief, Electrician Constructor Core	148.61%	\$80.38
Crew Chief, Meter Electrician, Asgd Crew Coordinator	137.72%	\$74.49
Crew Chief, Meter Electrician, Working	137.72%	\$74.49
Crew Chief, Electrical Work Review	148.61%	\$80.38
Crew Chief, Line Crew	148.61%	\$80.38
Crew Chief, Line-Assigned Crew Coordinator	148.61%	\$80.38
Crew Chief, Lineworker Assigned Locator	148.61%	\$80.38

<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/2023</u>
Crew Chief, Pole Yard	98.45%	\$53.25
Crew Chief, Power Structures Mechanic	106.00%	\$57.33
Crew Chief, Structural Iron Worker	119.25%	\$64.50
Crew Chief, Transmission Line	148.61%	\$80.38
Dispatcher, Power, Assistant	113.82%	\$61.56
	118.38%	\$64.03
	122.93%	\$66.49
Dispatcher, Power	152.91%	\$82.70
	158.33%	\$85.63
	163.78%	\$88.58
Dispatcher, Power, Senior	175.87%	\$95.12
Electrical Helper	69.00%	\$37.32
	72.00%	\$38.94
	75.00%	\$40.56
Electrical Helper-Assigned	73.65%	\$39.83
Hydraulic Boom Operator	76.64%	\$41.45
(while so assigned)	79.63%	\$43.07
Electrical Helper Boundary	69.00%	\$37.32
	72.00%	\$38.94
	75.00%	\$40.56



<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/2023</u>
Electrical Helper, Boundary Assigned Operator Heavy Equipment (while so assigned)	79.63%	\$43.07
Electrician, Communications I	110.00%	\$59.49
Electrician, Communications II	113.30%	\$61.28
	116.05%	\$62.77
	118.80%	\$64.25
Electrician, Communications II Temporary In- Charge (while so assigned)	125.13%	\$67.68
Electrician, Communications Journeyworker In- Charge Skagit	125.13%	\$67.68
Electrician, Constructor	132.11%	\$71.45
Electrician, Constructor (Operator Incumbent)	132.11%	\$71.45
Electrician Constructor In Temporary Charge	139.15%	\$75.26
Electrician Constructor Crew Chief Assigned Crew Coordinator	148.61%	\$80.38
Electrician Constructor Working Crew Chief Assigned Crew Coordinator	148.61%	\$80.38
Electrician Constructor Working Crew Chief	148.61%	\$80.38
Electrician Constructor (Operator Incumbent) Working Crew Chief Assigned Crew Coordinator	148.61%	\$80.38
Electrician Constructor Assigned In Charge of Testing/Transformer Repair	137.84%	\$74.55

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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/2023</u>
Electrician, Meter	122.43%	\$66.22
Hydro Maintenance Worker I - Generation	58.00%	\$31.37
	61.00%	\$32.99
	75.00%	\$40.56
Hydro Maintenance Worker II - Generation	79.63%	\$43.07
Hydro Maintenance Worker II - Generation Assigned Operator, Heavy Equipment (while so assigned)	79.63%	\$43.07
Journeyworker-Asgd Streetlight	132.11%	\$71.45
Journeyworker-Asgd Meter	122.43%	\$66.22
Journeyworker In Charge - Powerhouse	144.29%	\$78.04
Journeyworker In Charge	139.15%	\$75.26
Journeyworker In Charge-Cable Splicer	139.15%	\$75.26
Journeyworker In Charge, Cable Splicer - Assigned Pump Truck	139.15%	\$75.26
Journeyworker In Charge, Cable Splicer - Assigned Vactor	139.15%	\$75.26
Lineworker	132.11%	\$71.45
Lineworker - Assigned Locator	132.11%	\$71.45
Lineworker Pre-Apprentice	65.00% of 132.11%	\$46.44

<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/2023</u>
Lineworker, Transmission	141.77%	\$76.68
Lineworker assigned Powerline Clearance	141.77%	\$76.68
Material Supplier, Electrical Assigned Crew Support, and/or Chipper Dump Truck	82.40%	\$44.57
Material Supplier, Electrical Assigned Oil Truck, Condor Hydraulic Boom, Network Support, Pump Truck, Vactor Truck and/or Tool Room	84.98%	\$45.96
Material Supplier, Electrical Assigned to Pole Hauling assigned to Pole Hauling Detail or 15,000 GVW or heavier truck equipped with Cable Winch and/or Derrick	90.13%	\$48.75
Material Supplier, Electrical Assigned Electrical Equipment Custodian	101.39%	\$54.84
Material Supplier, Electrical Assigned Line Equipment Operator/Pole Digging Machine or Hydraulic Boom for Pole Setting or Transmission Line Work or URD or Network Cable Pulling	95.79%	\$51.81
Material Supplier, Network Assigned Vactor/Pump Trucks	84.98%	\$45.96
Mechanic, Power Structures	92.44%	\$50.00
Operator, Hydro-Crane	90.00%	\$48.68
Operator, Hydro-Electric I	101.01%	\$54.63
	106.56%	\$57.63
Operator, Hydro-Electric II	117.66%	\$63.64

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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/2023</u>
Powerline Clearance Tree Trimmer	105.06%	\$56.82
Powerline Clearance Tree Trimmer - Journeyworker In Charge	111.18%	\$60.13
Powerline Clearance Coordinator	148.61%	\$80.38
Protection & Control Electrician Crew Chief	170.28%	\$92.10
Protection & Control Electrician I	135.95%	\$73.53
	138.51%	\$74.91
Protection & Control Electrician II	138.51%	\$74.91
	141.08%	\$76.30
	143.66%	\$77.70
	147.50%	\$79.78
	151.36%	\$81.86
Prot & Cntrl Electn-In Temp Charge	159.41%	\$86.22
Structural Iron Worker	96.00%	\$51.92
	101.00%	\$54.63
	106.00%	\$57.33
Structural Iron Worker - In Temporary Charge Shift differential pay is flat rate, \$3.25 per hour	111.65%	\$60.39

**SCHEDULE “A”**  
**I.B.E.W., LOCAL 77, CITY LIGHT DEPARTMENT**  
**January 23, 2024 - January 22, 2025**

	Percentage of 100% rate	Effective 1/23/2024
Apprentice, Cable Splicer	67.00% of 132.11%	\$50.03
	71.00% of 132.11%	\$53.02
	77.00% of 132.11%	\$57.50
	79.00% of 132.11%	\$58.99
	83.00% of 132.11%	\$61.98
	87.00% of 132.11%	\$64.97
	91.00% of 132.11%	\$67.95
	95.00% of 132.11%	\$70.94
Apprentice, Electrician Constructor	67.00% of 132.11%	\$50.03
	71.00% of 132.11%	\$53.02
	77.00% of 132.11%	\$57.50
	79.00% of 132.11%	\$58.99
	83.00% of 132.11%	\$61.98
	87.00% of 132.11%	\$64.97
	91.00% of 132.11%	\$67.95
	95.00% of 132.11%	\$70.94
Apprentice, Lineworker	67.00% of 132.11%	\$50.03
	73.00% of 132.11%	\$54.51
	77.00% of 132.11%	\$57.50
	80.00% of 132.11%	\$59.74
	85.00% of 132.11%	\$63.47
	90.00% of 132.11%	\$67.21
	95.00% of 132.11%	\$70.94
	Apprentice, Meter Electrician	67.00% of 122.43%
73.00% of 122.43%		\$50.52
77.00% of 122.43%		\$53.28
83.00% of 122.43%		\$57.44
89.00% of 122.43%		\$61.59

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	95.00% of 122.43%	\$65.74
Cable Splicer - Assigned Locator	132.11%	\$74.67
Cable Splicer-Non Network Area (Incumbent)	132.11%	\$74.67
Cable Splicer-Network Area	132.11%	\$74.67
Cable Splicer Helper-Non Network Area (Incumbent)	89.76%	\$50.74
	93.47%	\$52.83
	97.21%	\$54.95
Cable Splicer Helper-Network Area	91.15%	\$51.52
	95.12%	\$53.77
	99.07%	\$56.00
Chief Hydro Operator	131.18%	\$74.15
Craft Instructor-Apprenticeship	137.72% + 2%	\$78.98
Craft Instructor-Apprenticeship	148.61% + 2%	\$85.13
Craft Instructor - Apprenticeship (PACE Crew Chief)	170.28% + 2%	\$97.38
Crew Chief, Assistant Electrician Meter	122.43%	\$69.20
Crew Chief, Cable Splicer-Assigned Locator	148.61%	\$84.00
Crew Chief, Cable Splicer-Non Network Area (Incumbent)	148.61%	\$84.00
Crew Chief, Cable Splicer-Network Area	148.61%	\$84.00

Crew Chief, Cable Splicer-Assigned Crew Coordinator	148.61%	\$84.00
Crew Chief, Electrician Communications	133.65%	\$75.54
Crew Chief, Electrician Constructor	148.61%	\$84.00
Crew Chief, Electrician Constructor Core	148.61%	\$84.00
Crew Chief, Meter Electrician, Asgd Crew Coordinator	137.72%	\$77.84
Crew Chief, Meter Electrician, Working	137.72%	\$77.84
Crew Chief, Electrical Work Review	148.61%	\$84.00
Crew Chief, Line Crew	148.61%	\$84.00
Crew Chief, Line-Assigned Crew Coordinator	148.61%	\$84.00
Crew Chief, Lineworker Assigned Locator	148.61%	\$84.00
Crew Chief, Pole Yard	98.45%	\$55.65
Crew Chief, Power Structures Mechanic	106.00%	\$59.92
Crew Chief, Structural Iron Worker	119.25%	\$67.40
Crew Chief, Transmission Line	148.61%	\$84.00
Dispatcher, Power, Assistant	113.82%	\$64.34
	118.38%	\$66.91
	122.93%	\$69.49
Dispatcher, Power	152.91%	\$86.43
	158.33%	\$89.49

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	163.78%	\$92.58
Dispatcher, Power, Senior	175.87%	\$99.41
Electrical Helper	69.00%	\$39.00
	72.00%	\$40.70
	75.00%	\$42.39
Electrical Helper-Assigned	73.65%	\$41.63
Hydraulic Boom Operator	76.64%	\$43.32
(while so assigned)	79.63%	\$45.01
Electrical Helper Boundary	69.00%	\$39.00
	72.00%	\$40.70
	75.00%	\$42.39
Electrical Helper, Boundary Assigned Operator Heavy Equipment (while so assigned)	79.63%	\$45.01
Electrician, Communications I	110.00%	\$62.18
Electrician, Communications II	113.30%	\$64.04
	116.05%	\$65.60
	118.80%	\$67.15
Electrician, Communications II Temporary In- Charge (while so assigned)	125.13%	\$70.73
Electrician, Communications Journeyworker In- Charge Skagit	125.13%	\$70.73
Electrician, Constructor	132.11%	\$74.67
Electrician, Constructor (Operator Incumbent)	132.11%	\$74.67
Electrician Constructor In Temporary Charge	139.15%	\$78.65



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Electrician Constructor Crew Chief Assigned Crew Coordinator	148.61%	\$84.00
Electrician Constructor Working Crew Chief Assigned Crew Coordinator	148.61%	\$84.00
Electrician Constructor Working Crew Chief	148.61%	\$84.00
Electrician Constructor (Operator Incumbent) Working Crew Chief Assigned Crew Coordinator	148.61%	\$84.00
Electrician Constructor Assigned In Charge of Testing/Transformer Repair	137.84%	\$77.91
Electrician, Meter	122.43%	\$69.20
Hydro Maintenance Worker I - Generation	58.00%	\$32.78
	61.00%	\$34.48
	75.00%	\$42.39
Hydro Maintenance Worker II - Generation	79.63%	\$45.01
Hydro Maintenance Worker II - Generation Assigned Operator, Heavy Equipment (while so assigned)	79.63%	\$45.01
Journeyworker-Asgd Streetlight	132.11%	\$74.67
Journeyworker-Asgd Meter	122.43%	\$69.20
Journeyworker In Charge - Powerhouse	144.29%	\$81.56
Journeyworker In Charge	139.15%	\$78.65
Journeyworker In Charge-Cable Splicer	139.15%	\$78.65
Journeyworker In Charge, Cable Splicer - Assigned Pump Truck	139.15%	\$78.65

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Journeyworker In Charge, Cable Splicer - Assigned Vactor	139.15%	\$78.65
Lineworker	132.11%	\$74.67
Lineworker - Assigned Locator	132.11%	\$74.67
Lineworker Pre-Apprentice	65.00% of 132.11%	\$48.54
Lineworker, Transmission	141.77%	\$80.13
Lineworker assigned Powerline Clearance	141.77%	\$80.13
Material Supplier, Electrical Assigned Crew Support, and/or Chipper Dump Truck	82.40%	\$46.58
Material Supplier, Electrical Assigned Oil Truck, Condor Hydraulic Boom, Network Support, Pump Truck, Vactor Truck and/or Tool Room	84.98%	\$48.03
Material Supplier, Electrical Assigned to Pole Hauling assigned to Pole Hauling Detail or 15,000 GVW or heavier truck equipped with Cable Winch and/or Derrick	90.13%	\$50.95
Material Supplier, Electrical Assigned Electrical Equipment Custodian	101.39%	\$57.31
Material Supplier, Electrical Assigned Line Equipment Operator/Pole Digging Machine or Hydraulic Boom for Pole Setting or Transmission Line Work or URD or Network Cable Pulling	95.79%	\$54.14
Material Supplier, Network Assigned Vactor/Pump Trucks	84.98%	\$48.03
Mechanic, Power Structures	92.44%	\$52.25
Operator, Hydro-Crane	90.00%	\$50.87

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Operator, Hydro-Electric I	101.01%	\$57.09
	106.56%	\$60.23
Operator, Hydro-Electric II	117.66%	\$66.51
Powerline Clearance Tree Trimmer	105.06%	\$59.38
Powerline Clearance Tree Trimmer - Journeyworker In Charge	111.18%	\$62.84
Powerline Clearance Coordinator	148.61%	\$84.00
Protection & Control Electrician Crew Chief	170.28%	\$96.25
Protection & Control Electrician I	135.95%	\$76.84
	138.51%	\$78.29
Protection & Control Electrician II	138.51%	\$78.29
	141.08%	\$79.74
	143.66%	\$81.20
	147.50%	\$83.37
	151.36%	\$85.55
Prot & Cntrl Electn-In Temp Charge	159.41%	\$90.10
Structural Iron Worker	96.00%	\$54.26
	101.00%	\$57.09
	106.00%	\$59.92
Structural Iron Worker - In Temporary Charge	111.65%	\$63.11
Shift differential pay is flat rate, \$3.25 per hour		

## APPENDIX A

### MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

DEPARTMENT OF CITY LIGHT

THE CITY OF SEATTLE

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 77

1. The City of Seattle recognizes the International Brotherhood of Electrical Workers, Local 77, as the exclusive collective bargaining representative of employees appointed to the position title Lineworker Pre-Apprentice.
2. Effective January 23, 1988, the title of Lineworker Pre-Apprentice was accreted to Schedule "A" of the current bargaining agreement between the City and International Brotherhood of Electrical Workers, Local 77. Lineworker Pre-Apprentices will be paid at the wage rate percentage level which is 65% of the journey level rate.
3. Individuals entering the Pre-Apprentice position from other positions in City Light Department with a higher wage rate, will retain that wage during their time as Pre-Apprentice. Upon successful completion of the Pre-Apprentice Program individuals will be assigned to the position of Lineworker Apprentice, and assigned the first step wage rate of 67% of the existing Lineworker journey level rate. Individuals entering at a wage level higher than the existing first step wage rate for Apprentice will be advanced to the next highest apprentice and held at that rate until such time as their period of training is appropriate for the next step increment.
4. The Pre-Apprentice position will consist of a six month (1040) training program covering physical strength training, general electrical training, on-the-job training, and climbing school. In order to proceed to the Lineworker Apprenticeship Program, each Pre-Apprentice must successfully attain the final Program standards, including physical strength standards and climbing school, at the conclusion of their full six months of training. Failure to meet the standards within the 1040 hours will result in removal from the Pre-Apprentice Program. Individuals who enter the Pre-Apprentice Program from other positions in City Light Department and who remove themselves or are removed from the Program or do not successfully attain the final Program standards will be returned to their former positions. Individuals who were not previously employed by the Department will have their employment with the Department terminated, unless otherwise mutually agreed by the employee, the Department, and the Union, in writing. Individuals whose initial employment by the Department is a Lineworker Pre-Apprentice will serve a probationary period of six months (1040 hours). Such employees may be terminated without just cause during the probationary period.

5. All pertinent conditions of employment covered by the Collective Bargaining Agreement between the City and International Brotherhood of Electrical Workers, Local 77 shall apply to the title of Lineworker Pre-Apprentice.
6. This Agreement shall remain in effect through January 22, 2017.

**APPENDIX B**  
**LETTER OF AGREEMENT**

**by and between**

**THE CITY OF SEATTLE**

**and the**

**SEATTLE CITY LIGHT DEPARTMENT**

**and the**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL 77**

**RE: SHIFT DIFFERENTIAL FOR GRANDFATHERING POWER DISPATCHERS,  
STATION OPERATORS AND BOUNDARY HYDRO OPERATORS**

This LETTER OF AGREEMENT is supplemental to the AGREEMENT by and between the City of Seattle, hereinafter referred to as the City, and the International Brotherhood of Electrical Workers, Local 77, hereinafter referred to as the Union.

It is understood and agreed by and between the City and the Union that:

Effective January 23, 2006, employees named in the classifications listed below and attached hereto will continue to receive shift differential. These Power Dispatching, Substation Operators and Boundary Hydro Operator Group employees are grandfathered at the shift differential rate of 10% of their base wage and the following conditions shall apply:

**1. Retirement System Contributions:**

Shift differential pay is included as compensation on which retirement system contributions are calculated and made by the employee and by the City of Seattle. This pay is included in the calculation that determines an employee's retirement benefit if earned and paid for during the highest two years of wages that are designated as average salary as defined by the retirement system.

**2. Shift Differential is paid for** actual hours of work and paid leave for those employees assigned to a 2<sup>nd</sup>, night, swing or graveyard shift under conditions that meet the terms of this agreement within the work units designated below.

**System Control Center**

- A. Assistant Power Dispatcher
- B. Power Dispatcher
- C. Senior Power Dispatcher

### **Power Station Operations**

- A. Electrician Constructor (Operator Incumbent)
- B. Electrician Constructor (Operator Incumbent) Working Crew Chief Assigned Crew Coordinator
- C. Electrician Constructor
- D. Electrician Constructor Working Crew Chief
- E. Electrician Constructor Working Crew Chief Assigned Crew Coordinator

### **Boundary**

- A. Hydro Electric Operators

3. **Boundary Hydro Electric Operators** on 1<sup>st</sup> shift, 7 days per week, will not receive a shift differential. Boundary Hydro Electric Operators on 2<sup>nd</sup> and 3<sup>rd</sup> shift, seven days per week, will receive the shift differential. Shift extensions before and after the 2<sup>nd</sup> and 3<sup>rd</sup> shifts will be at the double time rate plus the shift differential. Doubling over on a shift will not be considered a shift extension. All other overtime, whether scheduled or by callout, will be paid at the double time rate only.

4. **Power Dispatchers** scheduled to work 8-hour shifts described as Day Shifts per the Twelve Hour Schedule MOU, or the first 8 hours of a 12-hour shift, seven days per week, will not receive a shift differential. Power Dispatchers scheduled to work straight time on 8-hour shifts described as Swing Shift or Graveyard Shift, or the 12-hour shift described as a Night Shift, or the last 4 hours of a 12-hour Day Shift, will receive a shift differential for these hours. Shift extensions, either before or after a shift that is normally entitled to a shift differential, will be at the double time rate plus the shift differential. Doubling over will not be considered a shift extension. All other overtime, whether scheduled or by callout, will be paid at the double time rate only.

5. **Power Station Operators** (Electrician Constructors and Electrician Constructors [Operator Incumbents]) scheduled to work 8-hour or 10-hour shifts described as Day Shifts per the Twelve Hour Schedule MOU, or the first 8 hours of a 12-hour Day Shift, seven days per week, will not receive a shift differential. Power Station Operators scheduled to work straight time on 8-hour shifts described as Swing Shift or Graveyard Shift, or the 12-hour shift described as a Night Shift, or the last 4 hours of a 12-hour Day Shift, will receive a shift differential for these hours. Shift extensions, either before or after a shift that is normally entitled to a shift differential, will be at the double time rate plus the shift differential. Doubling over will not be considered a shift extension. All other overtime, whether scheduled or by callout, will be paid at the double time rate only.

GRANDFATHERED PERSONNEL ELIGIBLE TO RECEIVE 10% SHIFT DIFFERENTIAL

Baird, Gary	Kelly, Thomas
Bennett, Dennis	Kimes, Marshall
Blouch, Cynthia	Kopp, Ed
Board, Sally	Krupa, Pawel
Bowen, Joshua	Kurlo, Wilhelm
Bungard, Terry	Leonard, Donald
Caravan, William	Lieser III, Ralph
Chin, Thomas	Lundquist, Kari
Chittanounh, Vattana	Peterson Jr, Garth
Collins, Peter	Podominich, Tom
Cote, Dimne	Rick, David
Dissel, Christopher	Ross, Leonard
Drager, Alan	Sandoval, Marcus
Dunlap, Rodney	Settle, Eileen
Fujita, Laurence	Stewart, Scott
Grace III, James	Streissguth, Stephen
Graves, Larry	Sturgeon, Kenneth
Hall, Donna	Tongue, Patrick
Harrison, Daniel	Watkins, Michael
Hayashi, Henry	Welshon, Douglas
Jang, Michael	Wheelock, Dana
Johnson, Gerald	Williams, Denise
Jones, William	



## APPENDIX C

- I. Examples of work performed by Electrician Constructors (Operator Incumbents) which may be performed by Electrician Constructors.
  - A. Examples of work that can be assigned without additional training include (but are not limited to):
    1. Respond to Constructor generated alarms.
    2. Disable alarms, change fuses/amprites.
    3. Take readings for Dispatcher.
    4. Stand-by wire down.
    5. Station cleaning and relamping work.
    6. Perform emergency switching (which is done now).
    7. Adjust TCUL tap changers.
    8. Take PCB samples to the lab for testing.
  - B. Examples of work that can be assigned with additional training include (but are not limited to):
    1. Respond to station alarms at direction of the Dispatcher.
    2. Respond to wire downs, arcing wires and perform field checks (all reasons) at the direction of the Dispatcher.
    3. Tag and re-tag at the direction of the Dispatcher.
    4. 4 kV Unit Stations - Under Dispatcher orders the Constructor can remove tags, restore the breaker and operationally test.
    5. Evaluate problems - check relay targets, breaker operations and report to the Dispatcher.
    6. Perform planned switching, clearance restoration and outage restoration.
    7. Perform recloser switching, tagging and logging.
    8. Do routines - test equipment, fans, pumps, alarms, readings etc.
    9. Capacitor switching (both in station and in the field).
- II. Examples of work performed by Electrician Constructors that can be performed by Electrician Constructors (Operator Incumbents).
  - A. Examples of work that can be assigned without any additional training include (but are not limited to):
    1. Gassing Unit Substation transformers.
    2. Changing fuses, control lights, control building and yard lights (where lift equipment is not necessary).
    3. PCB inspection (& upgrading tags), inspect and change oil pads and log.
    4. Unit Substation door maintenance - interlock adjustments, lube hinges, service locks, etc.

5. Monthly fire extinguisher inspection.
  6. Support onsite reporting:
    - i. Transport personnel (if change is needed)
    - ii. Parts delivery
    - iii. Set-up (start ventilating before Constructors arrive)
    - iv. Assist in cleaning parts.
- B. Examples of work that can be assigned with additional training include (but are not limited to):
1. Safety watch.
  2. Changing gas bottles.
  3. Taking oil samples for breakers and transformers.
  4. Test oil samples for dielectric.
  5. Explosive gas testing.
  6. Assist in grounding.
  7. Assist the Constructor when a second Journeyworker is needed for safety reasons.
  8. Communications facilities routine inspections (i.e. French Creek).

**APPENDIX D**  
(Skagit)

Per Article 36, Section 36.4, the parties agree the following job functions and duties may be shared between Hydroelectric Operators and Electrician Constructors:

1. When a second Hydro Operator is on site at a powerhouse and has been properly trained, the Operator may function as a safety watch, second qualified Journeyworker for installation of working grounds, confined entry observers.

A Hydroelectric Operator may hold clearances on generators and other generation facilities as "back-up" clearance holder on extended outages. However, Hydro Operators will not be moved from one powerhouse to the other to perform this work. Hydro Operators will function as clearance holders only after an initial clearance is taken and double checks are completed.

2. Electrician Constructors may assist Hydro Operators by performing operational tasks or functions at the direction of the Hydro Operator.
3. Employees in either classification may ask for assistance from the other provided the employees are comfortable with their level of skill and knowledge for the task being performed. The sharing of tasks for assistance shall be appropriate where practical, effective, and safe.
4. A co-equal implementation team will be established and develop options for resolving problems that may arise from the shared duties between Hydroelectric Operator and Electrician Constructor. Unresolved problems shall be referred to the JLMC for final resolution.

## APPENDIX E

Section 11.13 of this Agreement states: On June 1, 1993, employees with twenty (20) years of service or more were eligible to convert to the system as outlined above or remain on the system outlined in the 1991-1994 Collective Bargaining Agreement and attached hereto as Appendix E. Employees who remained on the system as outlined in the 1991-1994 Collective Bargaining Agreement may convert to the new system in September of each succeeding year. These subsequently converting employees shall receive a two-year transition period in which to use excess hours as outlined in 11.4.

### VACATIONS

#### Article 11 From 1991-94 Collective Bargaining Agreement

The vacation accrual system in place in the 1991-1994 contract is as follows:

Vacations shall be allowed under Ordinance No. 86799 as amended by Ordinance Nos. 97110, 97354 and 95389 as follows:

11.1 Employees with less than five (5) years' service shall receive vacations at the rate of twelve (12) working days per year.

11.1.1 For service of less than one (1) year, employees shall receive vacations at the rate of one (1) working day for each month of actual service in the preceding calendar year.

11.2 Employees with more than five (5) years' service shall receive vacations at the following rate:

From 5 to 10 years' service - 15 working days  
From 10 to 15 years' service - 16 working days  
From 15 to 20 years' service - 18 working days  
20 years' service - 20 working days  
21 years' service - 21 working days  
22 years' service - 22 working days  
23 years' service - 23 working days  
24 years' service - 24 working days  
25 years' service - 25 working days  
26 years' service - 26 working days  
27 years' service - 27 working days  
28 years' service - 28 working days  
29 years' service - 29 working days  
30 years' service and over - 30 working days

11.2.1 For service of less than a full year, employees eligible for vacations, as provided in section 8.2, shall receive vacations at a rate proportionate to the applicable annual vacation for each month of actual service to the nearest four (4) hours of vacation allowance.

- 11.2.2 Additional vacation allowances for employees with five (5) or more years' service shall accrue on January 1 of the year in which the service requirement is met.
- 11.3 Temporary or intermittent employees who leave the employment of the City and later are re-employed shall, for the purpose of this ordinance, commence their actual service with the date of re-employment.
- 11.4 Any vacation earned must be taken within the calendar year next succeeding the calendar year in which service was rendered, with the following exceptions:
- 11.4.1 Employees who are laid off, retired, or who resign after more than one years' service shall be given proportionate vacation earned in the current year, together with any unused earned vacations for the preceding calendar year, before being separated from the payroll.
- 11.4.2 On the death of an employee in active service, pay will 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.
- 11.4.3 Any employee who quits or is dismissed for cause will be allowed pay for any vacation earned in the preceding year and not taken prior to separation from City service, but not for the current year.
- 11.4.4 An employee granted an extended leave of absence which includes the next succeeding calendar year shall be paid in a lump sum for any unused vacation previously accrued or, at the department's option, the employee shall be required to exhaust such vacation time before being separated from the payroll.
- 11.4.5 All employees returning from military leave of absence as defined in Ordinance No. 69816, as amended by Ordinance No. 71739, shall be given a vacation allowance for the previous calendar year as if they had been employed.
- 11.4.6 Upon transfer, the Department receiving the employee shall grant any earned vacation due such employee at its expense, subject to the other rules set forth herein.
- 11.4.7 The minimum vacation allowance to be taken by an employee shall be one half (1/2) of a day or, at the discretion of the head of the department, such lesser fraction of a day as shall be approved by the Department Head.
- 11.4.8 The heads of the various departments shall arrange vacation time for the officers and employees on such schedules as will least interfere with the functions of the Department.
- 11.4.9 Following one (1) full calendar year of employment, an employee may carry over and/or accumulate two (2) days of vacation annually. Employees having twenty five years' service may carry over and/or accumulate five (5) days vacation annually. Employees shall not be

permitted to carry over and/or accumulate more vacation days than their current annual earned vacation. Employees who desire to carry over vacations must make their request at the time vacations are being scheduled.

Employees who elect to use 5 or more days of accumulated carry over vacation at one time, must request such use from the immediate supervisor at least 60 days in advance.

11.4.10 An employee may, upon approval of the department head, carry over a maximum of twenty days of unused vacation time to the next succeeding year when the employee has been prevented from using said vacation time by reason of injury, illness or department work schedules.

11.5 For the purpose of this ordinance, former Puget Sound Power and Light Company employees who became City Light employees as a result of the merger, and at the request of the Superintendent of Lighting, on or shortly after March 5, 1951, shall be given credit for continuous employment with the Company immediately prior to the acquisition of Puget Sound properties.

#### From Article 13 LEAVE OF ABSENCE

13.3 It is understood that the two days vacation carryover as provided in Article 11.4.9 is for additional days off the job because of an emergency as covered in Article 13.2 or this carryover may be used as vacation as covered in Article 11.4.9.

## **APPENDIX F**

### **MEMORANDUM OF AGREEMENT**

#### **JLMC ISSUES**

**The City of Seattle/City Light Department**

**and the**

**International Brotherhood of Electrical Workers  
Local No. 77**

As part of the current contract negotiations, we hereby agree to start the process to address the following item in the Joint Labor Management Committee with the understanding that Article 3 of the Agreement by and between the City of Seattle, City Light Department and the International Brotherhood of Electrical Workers Local Union No. 77 shall apply.

#### **Joint Issue**

***Advanced Electrician Constructor Apprenticeship (AECA) –***

***Management will continue to work with the Union in labor/management meetings to formalize the details of the program***

## **APPENDIX G**

### **MEMORANDUM OF UNDERSTANDING NETWORK VACTORS AND PUMP TRUCKS**

**by and between**

**THE CITY OF SEATTLE**

**and the**

**SEATTLE CITY LIGHT DEPARTMENT**

**and the**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL 77**

**January 23, 2006, through January 22, 2009**

This MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between the City of Seattle, hereinafter referred to as the City, and the International Brotherhood of Electrical Workers, Local 77, hereinafter referred to as the Union.

It is understood and agreed by and between the City and the Union that:

This MOU applies to the 7 and 10 cu. Yd. Vactor trucks, and not to the 500 gallon VacTron hydroexcavator/potholer unless operated by a two person crew.

1. Vactor & Pump Trucks: The Vactor Truck/Pump Truck shall be staffed by a Journeyworker In Charge (JIC) – Cable Splicer and a Material Supplier (82.5%) and operate as a two person crew.
2. When crewmembers are added so that the crew consists of three (3) or more people, the JIC shall be compensated at the Cable Splicer Crew Chief rate.
3. The Material Suppliers on the Vactor and Pump crews shall have a Class “A” CDL with Tanker Endorsement. The JIC’s on the Vactor and Pump crews shall have a Class “A” or “B” CDL with Tanker Endorsement.
4. In emergency callout situations, the JIC and Material Supplier permanently assigned to the Vactor Truck will be called first to staff the Vactor Truck, and the JIC and Material Supplier permanently assigned to the Pump Truck will be called first to staff the Pump Truck. The overtime callout list will then be used to staff the Vactor and Pump Trucks.
5. Bids for Vactor/Pump crew JIC-Cable Splicer and Material Supplier shall be awarded according to seniority.
6. For work other than emergency callout, the Vactor & Pump Trucks can also be operated by staff in classifications in other crafts, appropriate for the worksite, who have been trained in operation of the equipment.

Permanent Vactor/Pump Crew personnel shall be supplied with reflective raingear, knee high rubber boots, like those used by Firefighters and Atlas Fit brand cotton/rubber gloves or equivalent.



## APPENDIX H

### LETTER OF AGREEMENT

by and between

THE CITY OF SEATTLE

And the

CITY LIGHT DEPARTMENT

And the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Local No. 77

For North and South Stations Realignment

Including

**Electrician Constructor Reversion Rights In Stations and Shops**

1. Articles 44.1, 44.2 and 44.6 shall apply.
2. Seniority for Electrician Constructor Crew Chiefs and Electrician Constructor Crew Chief assigned Crew Coordinators is combined time between the Electrician Constructor Working Crew Chief and Electrician Constructor Working Crew Chief assigned Crew Coordinator as of the date of ratification.
3. Initial assignment to Crew Coordinator positions shall be offered by seniority bid using the following order:
  - a. Incumbent Non-Working Electrician Constructor Crew Chiefs (as of October 14, 1994) who have not exercised their one-time successful bid for the appointment to Electrician Constructor Working Crew Chief assigned Crew Coordinator AND the current Electrician Constructor Working Crew Chief assigned Crew Coordinators in North and South Stations that were Non-Working Electrician Constructor Crew Chiefs as of October 14, 1994; if vacancies still exist then,
  - b. The incumbent Electrician Constructor Working Crew Chiefs and Electrician Constructor Working Crew Chief assigned Crew Coordinators using the combined seniority list (from 2 above).
  - c. Crew Coordinators can bid headquarters for initial assignment, bid for Core Crew Chiefs (see number 4, below) or elect to become **Reverted Electrician Constructors**.
4. Initial assignment to Electrician Constructor Crew Chief positions shall be offered by seniority bid from Crew Chiefs and Crew Coordinators using the combined seniority list (from 2 [two] above). Crew Chiefs can bid headquarters and cores for initial assignment or elect to become **Reverted Electrician Constructors**.

For the purpose of bidding, Headquarters shall be: Shops, North Stations and South Stations.

Any Crew Chiefs who become **Reverted Electrician Constructors** in Shops shall remain assigned to their current Headquarters if they so desire.

5. In the event the initial Crew Chief and Crew Coordinator positions aren't filled from the above selection criteria, the issue shall be disclosed and addressed through the JLMC process.
6. After Crew Coordinators and Crew Chiefs are determined, the remaining Crew Chiefs and Crew Coordinators shall become **Reverted Electrician Constructors**, and shall bid headquarters and core by combined seniority. (The combined seniority is total Crew Chief, Crew Coordinator and Electrician Constructor journey level time).
7. Future crew chief vacancies shall be offered first by seniority to the **Reverted Electrician Constructors** that remain on the list identified in number 2 above, but are not currently in a Crew Chief position. Each **Reverted Electrician Constructor** shall be allowed a one-time successful bid for appointment to the Core Crew Chief title to be used at their discretion. Any refusals shall not result in penalty.
8. Existing Electrician Constructor Working Crew Chiefs as of date of CBA ratification, who become **Reverted Electrician Constructors**, shall remain at the Electrician Constructor Crew Chief rate of pay (with any future general and Cost of Living Adjustment wage increases).
9. Once the Electrician Constructor Crew Coordinator and Crew Chief positions are filled, Electrician Constructors and Electrical Helpers shall bid headquarters and cores for Shops, North Stations and South Stations. Any remaining vacancies will be filled following Section 28.1

**APPENDIX I**

By and Between

THE CITY OF SEATTLE  
City Light Department Bargaining Unit

And the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 77

The parties agree the attached Memoranda and Letters of Agreement will continue in full force and effect during the term of the new agreement which shall expire on January 23, 2017, unless the parties mutually agree otherwise.

The applicable Memoranda and Letters and affected or referenced contract sections are listed.

1	Operator Incumbents and the Appointment of Kelly and Simmons to Crew Coordinator 1/27/1995	Article 29, Article 43
2	Working Rules for Locators and Homer Overtime if Helper Needed 1/8/1999	Article 44
3	Appliance Repair MOUs and LOAs: a) Journeyworker Assigned Streetlighting (MOU) 12/19/1996 b) Headquarters Bidding for Journeyworker Assigned Streetlighting (LOA) 12/23/1996 c) Journeyworker Assigned to Technical Metering Section (MOU) 3/24/1997 d) Journeyworker Assigned to Technical Metering Section Addendum (MOU) 9/3/1997 b)	
4	Settlement Agreement re: Maintenance Electrician 5/19/1993	
5	Line Service Work Schedules – Extending work schedules agreement a) Line Service Schedule (Letter) 2/18/1993 b) New Shifts for Line Service (Agreement) 2/25/1993 c) Line Service Work Schedule Extension (Letter) 3/24/1994	Article 33
6	Hydroelectric Operator I Guidelines a) Skagit (LOA) 8/22/1995 b) Boundary (LOA) 12/23/1996	Article 36
7	Dispatchers' Work Schedule (MOA) 1/27/1995	Article 40
8	Temporary Employees Represented by Local 77 (LOA) 10/12/1999	
9	Elect Const/Comm Elect Duties/Jurisdiction (LOA) 6/23/1999	
10	Working Rules Powerline Clearance (LOA) 6/21/2000	
11		
12	Lineworker JIC Transfer and Bid Rights (LOA) 8/19/2002	Article 33
13	Power Stations Operations Work Schedule (LOA) 9/10/2002	Article 29
14	Unscheduled Overtime Callout Procedure (LOA) 4/16/2003	

15	Skagit Holiday Schedule (Agreement) 8/12/2003	Article 36
16	Condor Loaned to Other Utilities (MOA) 11/9/2004	
17		Article 36

## APPENDIX J

### LETTER OF AGREEMENT

*by and between*

**THE CITY OF SEATTLE/SEATTLE CITY LIGHT**

*and*

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,**

**LOCAL 77**

### ***Re: Standby Crews***

*The undersigned parties hereby agree to the establishment of Standby Crews. This agreement shall specify the terms and conditions agreed to between the City of Seattle/Seattle City Light (employer) and the International Brotherhood of Electrical Workers, Local 77 (collectively parties) regarding the implementation of this program/opportunity.*

**Standby Crews** shall not displace any current existing first responders, including line service and operators. There may be standby crew(s), as determined by City Light for the following:

1. North Service Center
2. South Service Center

*The basic crew shall consist of the following:*

- 1 Line Crew Chief
- 2 Lineworkers
- 1 Any combination of Lineworker or Material Supplier

*Once first responders have made the initial assessment and reported back to the Service Dispatcher, the Service Dispatcher then calls out the appropriate standby crew.*

*Whenever an employee covered by this Letter of Agreement is placed on standby duty by the Department, the employee shall be available to respond to emergency calls and, when necessary, return to work. Each member on standby shall be issued a City Light phone and report to the headquarters within forty-five (45) minutes of receiving the call. The Department and Union agree that situations and/or weather conditions may occur that could prevent an employee on standby from arriving to the Service Center within 45 minutes of being called. **Employees who cannot report within 45 minutes should not volunteer to be on standby.***

*Should a standby crew member(s) fail to respond within 45 minutes then, after 60 minutes, Line Service may be utilized to supplement the standby crew until the standby crew member(s) arrive. At no other time will Line Service be utilized in place of the standby crew members. At no time will Line Service be utilized if additional crew members are needed.*

*When an employee fails to respond within the 45 minute window period then the following will be assessed;*

*The employee will be removed from their Standby List for one rotation after first incident of non-response. The duration of the removal will run two (2) weeks.*

*Standby assignment will be from a list of volunteers, the lists shall be comprised of members currently assigned to either an overhead or underground crew. There shall be three (3) standby lists:*

- 1. Line Crew Chief*
- 2. Lineworker*
- 3. Material Supplier*

*Standby lists shall be created on a quarterly basis and posted two weeks prior to their application.*

*Line Crew Chief's assigned to standby crew will alternate between overhead and underground crew chiefs.*

*When assigned to standby, the member will be compensated for standby duty at the rate of two (2) hours of their regular straight time hourly rate of pay for weekdays, and regular weekends, and compensated at the rate of three (3) hours of their regular straight time hourly rate of pay for holidays and holiday weekends. When an employee is called into work, the provisions of Article 28.2 and Article 28.2.1 shall apply.*

*Issues arising out of the standby crew shall be resolved by mutual agreement in JLMC*

*This agreement expresses in writing the entire Agreement between the parties. This Agreement may be amended or extended by mutual agreement between the Union, the Department, and the City. If mutual agreement cannot be reached on any desired changes, the Letter of Agreement shall remain in full force and effect as originally drafted and signed.*

*The parties agree to all of the above by their signatures affixed hereto:*

*For the City of Seattle*

*For the Union*

*For Seattle City Light*

\_\_\_\_\_  
*Steven A. Jewell  
Labor Negotiator  
City of Seattle  
Date \_\_\_\_\_*

\_\_\_\_\_  
*Joe Simpson  
Business Rep  
IBEW Local 77  
Date \_\_\_\_\_*

\_\_\_\_\_  
*DaVonna Johnson  
HR Officer  
Seattle City Light  
Date \_\_\_\_\_*

## EXECUTION OF THIS AGREEMENT

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

CITY OF SEATTLE  
Executed under Authority  
Ordinance \_\_\_\_\_

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 77

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

\_\_\_\_\_  
Rex Habner,  
Business Manager / Financial Secretary

\_\_\_\_\_  
Dawn Lindell, City Light  
Interim General Manager & Chief Executive Officer

\_\_\_\_\_  
Shaun Van Eyk, Labor Relations Director

**AGREEMENT**

**By and Between**

**The CITY OF SEATTLE**

**and**

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

Effective January 1, 2023 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.

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

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

## ARTICLE 2 – RECOGNITION

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

### **ARTICLE 3 – UNION MEMBERSHIP AND DUES**

- 3.1 Each employee within the Bargaining Unit may make application to become a member of the Union within thirty (30) days following the date of employment within the unit, and all other employees within the Bargaining Unit who have voluntarily become members of the Union may maintain such membership.
- 3.2 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employees shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Union by the City. The Union agrees to indemnify and save harmless the City from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.
- 3.3 The City will offer the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the unit. The City will offer the Union at least thirty (30) minutes to meet with such individuals during the employee's normal working hours and at his or her usual worksite or a mutually agreed upon location. The City's agreement to offer the Union this access is also satisfied by offering the Union to meet with new bargaining unit members during New Employee Orientation (NEO). At least five (5) working days before the date of a NEO, the Union shall be provided the names of their bargaining unit members attending NEO.
- 3.4 Issues arising over the interpretation, application, or enforceability of the provisions of this article shall not be subject to the grievance and arbitration procedure set forth in Article 6 of this collective bargaining agreement.
- 3.5 The 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) 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 – RIGHTS OF MANAGEMENT

- 4.1 The right to hire, determine qualifications, promote, discipline and/or discharge employees, improve efficiency, determine work schedules and location of Department headquarters are examples of management prerogatives. It is understood that the City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.
- 4.2 Delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and, as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase or diminish the size of the workforce, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods, technology or equipment, the assignment of employees to specific jobs within the bargaining unit, the right to temporarily assign employees to specific jobs or positions outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.
- 4.3 The Union recognizes the City's right to establish and/or revise performance evaluation systems. Such systems may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees. The City performance review program has migrated to Cornerstone and employees shall be evaluated on a 5-point scale; the City and Union shall continue to discuss to implementation with the Labor Management Committee to jointly discuss such performance standards. The City agrees that performance standards shall be reasonable.
- 4.4 The City and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to management.

## ARTICLE 5 – LABOR–MANAGEMENT COMMITTEE

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



## ARTICLE 6 – GRIEVANCE PROCEDURE

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

- 6.7 The parties agree to abide by the award made in connection with any arbitral difference.
- 6.8 Arbitration awards or grievance settlements shall not be retroactive beyond the date of occurrence or non-occurrence upon which the grievance is based.
- 6.9 A reclassification grievance will be initially submitted by the Union in writing to the Director of Labor Relations, with a copy to the Department. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, and the proposed job classification. The Union will include with the grievance letter a Position Description Questionnaire (PDQ) completed and signed by the grievant(s). At the time of the initial filing, if the PDQ is not submitted, the Union will have sixty (60) business days to submit the PDQ to Labor Relations. After initial submittal of the grievance, the procedure will be as follows:

- A. The Director of Labor Relations, or designee, will notify the Union of such receipt and will provide a date (not to exceed five (5) 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 five (5) month period.

- B. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations, or designee, will respond to the grievance in writing.
- C. If the grievance is not resolved, the Union may, within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:
1. The Union may submit the grievance to binding arbitration per Section 6.6 (Step 4); or
  2. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one human resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Seattle Human Resources Director 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 6.6 (Step 4).

## ARTICLE 7 – PERFORMANCE MANAGEMENT

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

## ARTICLE 8 – UNION REPRESENTATIVES

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

## **ARTICLE 9 – WORK STOPPAGE**

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

## ARTICLE 10 – SAFETY STANDARDS

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

## ARTICLE 11 – HOLIDAYS

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

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
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 or on or before December 31<sup>st</sup> of the previous year shall receive two (2) additional personal holidays for a total of four (4) personal holidays to be added to their leave balance in the first full pay period in January of each subsequent year.

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

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

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



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

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

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

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 he/she became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee’s vacation balance reaches the maximum balance allowed and shall not resume until the employee’s vacation balance is below the maximum allowed.
- 12.5 New employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1,040) hours on regular pay status.

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

#### 12.14 Executive Leave

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

#### 12.15 Merit Leave

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

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

12.16 Occasional Absences of Less than Four Hours

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

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

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

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

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



Employees who are eligible to retire shall participate in a vote administered by the Union to determine if the Voluntary Employee Benefits Association (VEBA) benefit shall be offered to employees who elect to retire. The VEBA benefit allows employees who are eligible to retire from City Service to cash out their unused sick leave balance upon retirement and place it in a VEBA account to be used for post-retirement healthcare costs as allowed under IRS regulations.

Eligibility-to-Retire Requirements:

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

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

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

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

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

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

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

13.18 Sabbatical Leave and VEBA – Members of a bargaining unit that votes to accept the VEBA and who meet the eligible-to-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.

13.19 Industrial Injury or Illness

- a) Any employee who is disabled in the discharge of their duties, and if such disablement results in absence from their regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided, the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.
- b) Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from their regular duties (up to a maximum of eighty percent [80%] of the employee's normal hourly rate of pay per day) shall be reinstated by Industrial Insurance or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 13.21a.
- c) In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions. This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.

- d) Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.
- e) The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) days after notification to the employee. The City's action is subject to the grievance procedure.
- f) Such compensation shall be authorized by the Seattle Human Resources Director or their designee with the advice of the employee's appointing authority on request from the employee, supported by satisfactory evidence of medical treatment of the illness or injury giving rise to the employee's claim for compensation under SMC 4.44, as now or hereinafter amended.
- g) Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 13.21a. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 13.21a).
- h) Any employee eligible for the benefits provided by SMC 4.44.020 whose disability prevents them from performing their regular duties but, in the judgment of their physician could perform duties of a less strenuous nature, shall be employed at their normal rate of pay in such other suitable duties as the appointing authority shall direct, with the approval of such employee's physician, until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

- i) Sick leave shall not be used for any disability herein described except as allowed in Section 13.21b.
- j) The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

## ARTICLE 14 – LEAVES OF ABSENCE

### 14.1 Bereavement/Funeral Leave

- a) 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.
- b) 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.

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

### 14.3 Military Leave

- a) A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments). City base pay shall include every part of wages except overtime.
- b) The City will comply with the requirements of RCW 73.16 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, with respect to unpaid leave of absence and return rights for employees who leave City Service to serve in the Armed Forces of the United States. Military leave for such employees shall be administered in accordance with City Personnel Rule 7.9, Ordinance 124664, and SMC 4.20.180, as amended.

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

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

- 15.1 Medical, Dental and Vision Care – The City shall provide medical, dental and vision plans (Group Health, Aetna Traditional, Aetna Preventive and Washington Dental Service as self-insured plans, and Dental Health Services and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. Said plans, changes thereto and premiums shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established by the parties to govern the functioning of said Committee.
- 15.2 For calendar years 2023 through 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.
- 15.3 Employees who retire and are under the age of sixty-five (65) shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.
- 15.4 Long Term Disability – The Employer shall provide a Long-Term Disability (LTD) insurance program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer shall pay the full monthly premium cost of a base plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the employee’s first Six Hundred Sixty-seven Dollar (\$667) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the remainder of the employee’s base monthly wage (up to a maximum of \$8,333.00 per month). Benefits may be reduced by the employee’s income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.
- 15.5 During the term of this Agreement, the City may, at its discretion, change or eliminate the insurance carrier for any long-term disability benefits covered by this Section and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.

- 15.6 The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year 2023 for the base plan; provided, further, such cost shall not exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within Section 15.2.
- 15.7 Life Insurance – The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as provided for below.
- 15.8 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements to pay the employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.
- 15.9 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.
- 15.10 New regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

## ARTICLE 16 – RETIREMENT

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



**ARTICLE 17 – HOURS OF WORK**

**17.1 Power Marketer-BU**

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

**17.2 Work Schedule and Shift Swaps**

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

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

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

## ARTICLE 18 – WAGES

- 18.1 For employees covered under this Agreement, Seattle Municipal Code 4.20.440 (“Power Marketer Compensation Program”), as established by City of Seattle Ordinance 124487 shall apply.
- 18.2 The classifications of employees covered by this Agreement and the corresponding minimum and maximum pay range of each pay title are set forth in Appendix A and are illustrative of the increases to the pay bands as provided in 18.4, 18.5, and 18.6, below, and those provisions shall govern any discrepancies.
- 18.3 Salary Upon Hire – The department shall have discretion to place newly hired employees at a level in his or her assigned pay title commensurate with the new employee’s knowledge, skills, years of experience and assigned duties and responsibilities.
- 18.4 Effective January 4, 2023, the base wage rates of employees within the Power Marketers-BU shall be increased by one percent (1%) and the band shall increase by 1%. After the application of the one percent (1%), the base wage of the Power Marketers-BU shall increase by 5%, the minimum and maximum pay range of the Power Marketer-BU shall be increased by five percent (5%) as enumerated in Appendix A.2 of this agreement.
- 18.5 Effective January 3, 2024, the minimum and maximum pay range of the Power Marketers-BU shall be increased by four-and-one-half percent (4.5%) as enumerated in Appendix A.3 of this agreement. This percentage increase shall also be applied to the base wage rates of employees within the Power Marketers-BU.
- 18.6 Effective January 1, 2025, the base wage rates of the Power Marketers-BU shall be increased based on a cost of living adjustment (COLA) equal to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue area Consumer Price Index for the June over June method. However, this percentage increase shall not be less than one-point-five percent (1.5%) nor shall it exceed four percent (4.0%). This same adjustment shall also be applied to the minimum and maximum pay range of the Power Marketers-BU. The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100), covering the period June 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.
- 18.7 **Seattle City Light Power Marketer-BU 2020 Discretionary Base Pay Adjustments-** Adjustments to base wage rates shall be made in accordance with Appendix B.

- 18.8 No employee may receive a base wage adjustment that would cause his or her salary to exceed the maximum range of his or her pay title.
- 18.9 City Light shall conduct a Wage Review biennially of the Power Marketers-BU per City Ordinance 4.20.440B and shall have the discretion to adjust employee base pay within the minimum and maximum range of the employee's pay title as determined by the following criterion. City Light shall review annually and shall have the discretion to adjust employee base pay within the minimum and maximum range of the employee's pay title as determined by the following criterion and as set forth in the City's Salary Placement Authorization Form (SPAF):
- A. Learning Curve/Level of Contribution
  - B. Job Size/Body of Work
  - C. External Market Data/Recruitment/Retention
  - D. Internal Equity/Alignment
- 18.10 Sales Revenue Reward Plan – Employees may receive additional compensation in accordance with Seattle Municipal Code 4.20.440 and Ordinance 119351. Management shall identify and establish the incentive pay metrics on a yearly basis, and such metrics cannot be grieved by the Union. The City agrees to move discussions regarding the Sales Revenue Reward Plan and Workplace Culture to a separate Joint Labor Management Committee meeting. These meetings shall be informational in nature and will not constitute binding negotiations. The discussions and information obtained by both parties shall be the appropriate subject of negotiations for a successor agreement consecutive to this one.
- 18.11 Temporary Work Above Current Job Title – At the discretion of management, employees may be assigned to work of a higher complexity and responsibility. Such assignment and the authorization to conduct transactions of a higher complexity and responsibility will be provided in writing by management. While performing this work, the employee will be compensated at a rate 5% above their current pay rate for up to a maximum of ninety (90) calendar days. Employees who are cross training are not eligible for temporary work compensation. An employee being trained must be authorized in writing by management to conduct transactions of a higher complexity and responsibility.

18.12 Correction of Payroll Errors

- A. In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two (2) pay periods. Upon a showing by the employee that the underpayment causes an economic hardship, the City will prepare a manual check within two (2) business days, to correct the underpayment.
- B. Upon written notice, an overpayment shall be corrected as follows:
  - 1. If the overpayment involved only one (1) paycheck:
    - a. By payroll deductions spread over two (2) pay periods; or
    - b. By payments from the employee spread over two (2) pay periods.
- C. If the overpayment involved multiple paychecks: By a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than twenty-five dollars (\$25.00) per pay period.
- D. If an employee separates from the City service before an overpayment is repaid: Any remaining amount due the City will be deducted from his/her final paycheck(s).
- E. By other means as may be mutually agreed between the City and the employee. The Union representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

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

## **ARTICLE 19 – REDUCTION IN FORCE**

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

## ARTICLE 20 – SAVINGS CLAUSE

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

## **ARTICLE 21 – SUBORDINATION OF AGREEMENT**

- 21.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail.
- 21.2 It is also understood that the parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

## ARTICLE 22 – TERM OF AGREEMENT

- 22.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through December 31, 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.
- 22.2 Notwithstanding the provisions of Section 22.1, in the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated or unless consistent with RCW 41.56.123 the City serves the Union with ten (10) days' notice of intent to unilaterally implement its last offer and terminate the existing Agreement.
- 22.3 REOPENERS
- a) The Parties agree to a reopener on impacts associated with the Affordable Care Act (ACA).
  - b) For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts.



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

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

THE CITY OF SEATTLE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 77

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

\_\_\_\_\_  
Rex Habner, Business Manager

\_\_\_\_\_  
Shaun Van Eyk, Labor Relations Director

CITY LIGHT DEPARTMENT

\_\_\_\_\_  
Dawn Lindell, Interim General Manager/CEO

**APPENDIX A**

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

A.2 Effective January 4, 2023, the minimum and maximum range of the Power Marketer classification shall be as follows:

	Minimum	Maximum
Power Marketer-BU.....	\$53.71	\$93.46

A.3 Effective January 3, 2024, the minimum and maximum range of the Power Marketer classification shall be as follows:

	Minimum	Maximum
Power Marketer-BU.....	\$56.13	\$97.67

A.4 Effective January 1, 2025, the minimum and maximum range the Power Marketer classification shall be adjusted pursuant to Article 18.6 of this agreement.

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

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

**APPENDIX B**

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

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

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

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

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

**by and between**

**THE CITY OF SEATTLE**

**AND**

**Seattle City Light**

**and the**

**INTERNATIONAL**

**BROTHERHOOD OF**

**ELECTRICAL WORKERS**

**Local No. 77**

**Material Controllers Unit**

**and the**

**Apprenticeship Coordinators Unit**

**Effective January 1, 2023 to December 31, 2027**

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Agreement

by and between

THE CITY OF SEATTLE

and the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, Local 77

Material Controllers Unit and Apprenticeship Coordinators Unit

Effective January 1, 2023 through December 31, 2027

**PREAMBLE**

THIS AGREEMENT is 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 City has recognized the Union as the exclusive collective bargaining representative.

**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 Material Controllers and/or Apprenticeship Coordinators.



### **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.
- 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 this collective bargaining agreement. And shall be subject to all provisions of Appendix B of this 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, 2027. 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, 2027. Any modifications requested by either party must be submitted to the other party no later than sixty (60) 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 no later than October 1st prior to the expiration of the Agreement, but not earlier than July of the first year of the contract duration. 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 increase and effective the same date as the increase. However, in accordance with Section 4.2 above and no later than six months after legislation of this agreement, the City agrees to complete a wage review of all classifications of Schedule A of this agreement with any ruled upon wage relationship adjustments being effective as prescribed herein.

## **ARTICLE 5. MANAGEMENT RIGHTS**

- 5.1 The right to hire, promote, discipline for just cause, improve efficiency determine the work schedules and location of Department headquarters are examples of management prerogatives. The City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.
- 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.
- 5.5 The City may suspend, demote or discharge an employee for just cause.
- 5.6 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
- 5.7 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.
- 5.8 Provided the employee has received no further or additional discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two (2) years other than to show notice of any rule or policy at issue. 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 Section 5.8 of this agreement.

## **ARTICLE 6. GRIEVANCE PROCEDURE**

- 6.1 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.
- 6.2 A contract grievance in the interest of the 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.
- 6.2.1 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].)
- 6.3 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.
- 6.4 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. 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.
- 6.5 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, the Business Manager shall submit it in writing within ten (10) business days after the Step 1 response. 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 which it is desired that the City will make.
  - C. The Section or Sections of the Agreement relied upon as being applicable thereto.
  - D. When a grievance is so 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.

6.6 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/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/designee, shall make a confidential recommendation to the affected Department Head who shall, in turn, give the Union an answer in writing within ten (10) business days after the meeting between the parties.

6.7 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.

6.8 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.

6.9 Arbitration - In lieu of the procedure described above, the City and the Union may mutually agree to select an arbitrator to decide the issue.

6.9.1 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.

6.9.2 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.

- 6.10 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.

## **ARTICLE 7. LABOR MANAGEMENT COMMITTEES**

- 7.1 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:
- A. To provide for improvement programs designed to aid employees in achieving their acknowledged and recognized objectives as outlined in this agreement.
  - B. 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.
  - C. 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.
  - D. To promote systematic labor/management cooperation between the Employer and its employees.
- 7.2 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.
- 7.3 Meetings – The parties agree that the Labor Management Committees and the Union shall meet periodically, and that each committee shall be comprised of representatives from Management and the Union.
- 7.3.1 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 8. WORK STOPPAGES**

- 8.1 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.
- 8.2 The Union, and its officers and representatives shall, in good faith, use every reasonable effort to terminate such unauthorized action.

## **ARTICLE 9. SICK, FUNERAL, EMERGENCY LEAVE AND VEBA**

- 9.1 Employees accumulate sick leave credit from the date of regular appointment to City service, and are eligible to use sick leave for a qualifying reason after thirty (30) calendar days of employment. Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. 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.
- 9.2 Employees may accumulate sick leave with no maximum balance.
- 9.3 An employee may use accumulated sick leave if he or she the employee must be absent from work because of:
- A. A personal illness, injury or medical disability incapacitating the employee for the performance of his or her job, or personal health care appointments; or 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 14.16 and other applicable laws such as RCW 49.46.210; or
  - B. Care of an employee's spouse or domestic partner, or the parent, child (as defined by SMC 4.24.005), sibling, dependent or grandparent of such employee or his or her spouse or domestic partner, in instances of an illness, injury, or health care appointment where the absence of the employee from work is required, or when such absence is recommended by a health care provider, and as required by City Ordinance as cited at SMC 4.24 To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code 49.46.210with 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. Employee absence due to closure of the employee's worksite by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material. When the employee 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 chapter 14.16 and other applicable laws such as RCW 49.46.210; or
  - D. Employee absence from work to care for a child whose school or place of care has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or

- E. Eligible reasons related to domestic violence, sexual assault, or stalking as set forth in RCW 49.76.030. 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.
  - F. Sick leave used for the purposes contemplated by Article 9.3.D and 9.3.E must end before the first anniversary of the child's birth or placement.
  - G. 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.
- 9.4 An employee may use accumulated sick leave in order to provide non-medical care to the newborn child of the employee or his or her spouse or domestic partner. With the appointing authority's approval, an employee may take sick leave under this Article to supplement a reduced work schedule, provided that the work schedule must be stable and predictable. Sick leave taken for the non-medical care of a newborn child must begin and end by the first anniversary of the child's birth.
- 9.5 An employee may request use of accumulated sick leave for the non-medical care of a dependent child placed with the employee or his or her spouse or domestic partner for adoption. Sick leave approved for this reason may also be used to cover the employee's absence(s) to satisfy legal and regulatory requirements prior to and after the placement, and reasonable travel time to claim and return home with the child. With the appointing authority's approval, an employee may take sick leave under this Article to supplement a reduced work schedule, provided that the work schedule must be stable and predictable. Sick leave taken for the non-medical care of a dependent child must begin and end by the first anniversary of the child's adoption.
- 9.6 An appointing authority, or designated management representative, may approve sick leave payment for an employee as long as the employee:
- A. Makes prompt notification;
  - B. Claims use of sick leave time using the appropriate method(s);
  - C. 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 9.3, 9.4 and 9.5;
  - E. Obtains such medical treatment as is necessary to hasten his or her return to work; and;
  - F. Provides medical certification of the job-related need for sick leave for absences of more than four (4) days. Medical certification should only include the information that the appointing authority, or designated management representative, needs to authenticate the employee's need for sick leave.
- 9.7 Sick leave pay may be denied, with justification, and/or medical certification may be required, for employees who are absent repeatedly or whose absences precede or follow regular days

off or follow some other pattern without reason, or who abuse sick leave, or who obtain, attempt to obtain or use sick leave fraudulently, or whose absences are the result of misconduct during working hours. Abuse of sick leave shall be subject to the provisions of Article 5 of this Agreement.

- 9.8 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 incapacitate the employee will provide notice as soon as possible. a statement from his or her health care provider or other acceptable proof of illness or disability for the time involved substantiating the request for sick leave use in lieu of vacation or compensatory time off.
- 9.9 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 he or she would have earned had he or she worked as scheduled, with the exception of overtime (see Section 9.10). 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.
- 9.10 Rate of Pay for Sick Leave Used to Cover Missed Overtime – An employee may use paid sick leave for scheduled mandatory overtime shifts missed due to a qualifying reason as provided in Section 9.3. Payment for the missed shifts shall be at the employee’s regular straight-time rate of pay.
- 9.11 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 his or her their health care provider that the employee is able to perform the essential functions of the job with or without accommodation.
- 9.12 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.
- 9.13 An employee who is re-employed following separation from City employment shall have any unused sick leave balance from their prior period of employment restored unless the separation was due to resignation, quit or discharge. 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.
- 9.14 An employee who was eligible for sick leave accumulation and use under this Article prior to appointment to a regular (non-temporary) position not covered under the sick leave plan, shall have his or her former unused sick leave credits restored upon return to a position that is covered under the sick leave plan.

- 9.15 An employee who has been granted a sabbatical leave may elect to take a lump sum cash-out of any or all of his or her 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 his or her their sabbatical leave.
- 9.16 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.
- 9.17 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.
- 9.18 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.
- 9.19 Death of Employee – 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 the employee's designated beneficiary.
- 9.20 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.
- 9.21 Bereavement/Funeral 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.

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.

- 9.22 Emergency Leave Day – 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.

- A. The "*household*" is defined as the physical aspects of the employee's residence, including personal pets, or vehicle. The immediate family is limited to the spouse or domestic partner, children, and 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.
- 9.23 Sabbatical Leave – Regular employees covered by this agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code, chapter 4.33.
- 9.24 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 for by Seattle Municipal Code 4.20.180.
- 9.25 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.
- 9.26 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.
- 9.26.1 Contributions from Unused Paid Time off at Retirement
- A. Eligibility-to-Retire Requirements:
    - 1. 5-9 years of service and are age 62 or older
    - 2. 10-19 years of service and are age 57 or older
    - 3. 20-29 years of service and are age 52 or older
    - 4. 30 years of service and are any age
  - B. The City will provide each bargaining unit with a list of its members who will meet the criteria in paragraph A above as of 12/31/2027.
  - 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-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.

#### 9.26.2 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.
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.

- 9.26.3 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.

## **ARTICLE 10. MEDICAL CARE, DENTAL CARE, VISION CARE**

- 10.1 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.”
- 10.1.1 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.
- 10.2 Employer/Employee Benefit Contributions – 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.
- 10.3 Open Enrollment – 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.
- 10.4 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:
- 10.4.1 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.
- 10.4.2 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.
- 10.4.3 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.
- 10.5 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.

- 10.5.1 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.
- 10.5.2 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.
- 10.6 Long-Term Care – The City may offer an option for employees to purchase a long-term care benefit for themselves and certain family members.
- 10.7 Health Care Legislation – 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 11. ANNUAL VACATIONS**

- 11.1 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.
- 11.2 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.
- 11.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

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

- 11.4 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.
- 11.5 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 an employee complete one thousand forty (1,040) hours on regular pay status prior to using vacation time shall end.

- 11.6 Vacation Carryover – 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/designee, shall provide the Seattle Human Resources Director/designee, with the circumstances and reasons leading to the need for such an extension. No extension of this grace period shall be allowed.
- 11.7 Service Year – “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.
- 11.8 Minimum Vacation Allowance – 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.
- 11.9 Employee Separation – An employee who separates from the City service for any reason shall be paid in a lump sum for any unused vacation they have accrued.
- 11.10 Death of Employee in Active Service – 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.
- 11.11 Exhausted Sick Leave Balance – 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.
- 11.12 The Department Head/designee, 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 12. HOLIDAYS

12.1 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 Day	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)

12.2 Holiday Pay – 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.

12.3 Regular Holidays – 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. Employees who have either:

1. Completed eighteen-thousand seven-hundred and twenty (18,720) hours or more on regular pay status (Article 11.2); or,
2. Are accruing vacation at a rate of .0615 or greater (Article 11.3) 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 12.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

12.4 Personal "Floating" Holidays – 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.

- 12.4.1 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.
- 12.5 **Prior Notification of Holiday Work** – 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.
- 12.6 **Without Notice of Holiday Work** – 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 13. RETIREMENT**

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

## **ARTICLE 14. HOURS OF WORK AND OVERTIME**

- 14.1 Hours of Work – Eight (8) hours within nine (9) consecutive hours shall constitute a normal workday. There shall be no split work shifts. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days' off, except for relief shift assignments, four (4) day/ten (10) hour work schedules and other special schedules.
- 14.1.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 Overtime – All time worked more than 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 one and one-half (1.5) times the straight-time hourly rate of pay. All overtime work must be authorized in advance by the supervisor or crew chief.
- 14.5 Overtime/Compensatory Pay – 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. 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 at the applicable OT rate.
  - C. Scheduling the use of any compensatory time shall 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.
  - E. 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.

- 14.6 Regular employees in the Material Controller/Apprenticeship Coordinator series 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.
- 14.7 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.
- 14.8 Emergency Situations – In extended emergency situations such as natural disasters/damage assessment, without prior notice, City Departments may switch to two (2) twelve (12) hours shifts until the emergency is resolved.
- 14.9 Shift Differential – An employee, to include any temporary 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>
\$0.75 per hour	\$1.00 per hour

- 14.9.1 Effective January 4, 2023 employees, to include temporary employees, who are scheduled to work not less than four (4) hours of their regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premium pay for all scheduled hours worked during such shift.

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

- A. The above shift premium shall apply to time worked as opposed to time off with pay with the exception of sick leave, and therefore, shall not apply to vacation, holiday pay, funeral leave or other paid leave benefits.
- B. Overtime shall be computed from the employee's base pay and shall not include the shift premium pay.
- C. The swing shift period shall encompass the hours from 4:00 p.m. to 11:59 p.m. The graveyard shift period shall encompass the hours from 12:00 a.m. (midnight) to 8:00 a.m.
- 14.10 Meal Reimbursement – When an employee is specifically directed by the City to work two (2) hours or longer at the beginning or end of their normal work shift of at least eight (8) hours away from their place of residence or work two (2) hours or longer at the end of their shift of at least eight (8) hours when he/she is called in to work on their regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a meal away from their 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 the end of the following pay period;



otherwise, the employee shall be paid twenty dollars (\$20) 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 a reasonable time 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. A. In lieu of any meal compensation as set forth within this Section, a department may, at its discretion, provide a meal.
- C. Emergency Work Meal Reimbursement – When an employee is called out to the field or a City facility 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 14.11.A and 14.11.B; provided-however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a minimum of ten (\$20) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

14.11 Work Schedules – 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 this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union at least fourteen (14) calendar days in advance, and upon request, such changes shall be discussed with the Union. At least five (5) calendar days advance notification shall be afforded the Union and the affected employees when shift changes are required by the City. In instances where five (5) calendar days advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first shift work under the new schedule.

14.12 Alternative Work Schedules - Notwithstanding Section 14.12, 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.

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.

- A. Employees, including those on alternate work schedules, shall receive 8 hours pay per holiday (except as identified in 12.2).
- B. 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. If a request for a modified holiday work week schedule cannot be accommodated, such denial shall not be arbitrary or capricious.

**ARTICLE 15. UNEMPLOYMENT COMPENSATION**

- 15.1 Employees covered by this Agreement are included under the City's self-insured Unemployment Insurance Program. The unemployment compensation will meet the following criteria:
  - 15.1.1 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.
  - 15.1.2 Coverage will only apply to those employees who are laid off.
  - 15.1.3 Employees who are receiving compensation under this program must provide evidence of actively seeking employment.
  - 15.1.4 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).
- 15.2 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 16. UNION REPRESENTATIVES**

- 16.1 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.
- 16.2 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 the Steward 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 17. SAFETY AND WORKERS COMPENSATION**

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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.
- 17.5 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.
- 17.6 Such compensation shall be authorized by the Seattle Human Resources Director/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.

- 17.7 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 and;
  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.
- 17.7.1 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.
- 17.8 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 17.5. 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 17.5.
- 17.9 Any employee eligible for the benefits provided by SMC 4.44 whose disability prevents them from performing their regular duties but in the judgment of the employee's physician could perform the duties of a less strenuous nature, shall be employed at the employee's 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.
- 17.10 Sick leave shall not be used for any disability herein described except as allowed in Section 17.6 of this agreement.
- 17.11 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.
- 17.12 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

- 17.13 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.
- 17.14 Intermediate Wear Allowance - The City agrees that the Apprenticeship Coordinators are intermittent wearers of FR Clothing and shall receive an initial FR allotment of \$620 and an annual yearly allotment of \$245 thereafter.
- 17.15 Apprenticeship Coordinators shall be entitled to a boot allowance of \$200 per year, paid annually on the first pay period after April 1.

## **ARTICLE 18. WORK OUT-OF-CLASS**

- 18.1 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, he/she shall be paid at the out-of-class rate while performing such duties and accepting such responsibility. The City shall have sole authority to direct its supervisors as to when to assign employees to a higher classification. 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.
- 18.1.1 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.
- 18.2 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.
- 18.3 The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) months for any one position. The six (6) month period may be extended under the following circumstances:
- A. A hiring freeze exists, and vacancies cannot be filled;
  - B. Extended industrial or off-the-job injury;
  - C. A position is scheduled for abrogation; or,
  - D. A position is encumbered (an assignment in lieu of layoff).
- 18.4 When such circumstances require that an out-of-class assignment be extended beyond six (6) months for any one position, the City shall notify the Union or Unions which represent the employee who is so assigned and/or the body of work which is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being performed out of class must concur with any additional extension of the assignment in order for the assignment to continue. The Union that represents the body of work will consider all requests on a good faith basis.
- 18.5 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.



- 18.6 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.
- 18.7 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.
- 18.8 In cases of emergencies, employees may be required to perform work outside of their classification.
- 18.9 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 19. MISCELLANEOUS**

- 19.1 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.
- 19.2 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. The cost of replacing the card damaged due to normal wear and tear shall be borne by the City.
- 19.3 Alternative Dispute Resolution – The City encourages the use of alternative dispute resolution (ADR), provided by the Office of Employee Ombud processes to resolve non-contractual workplace conflict/disputes. Participation in the project or in an ADR process is entirely voluntary, confidential, and does not impact grievance rights.
- 19.4 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.
- 19.5 Supervisor's Files – Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250, RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.
- 19.6 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, Personnel Manager, or designated representative prior to posting.
- 19.7 Mileage – All employees who 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.
- 19.7.1 The cents (¢) per mile mileage reimbursement rate set forth shall be adjusted up or down to reflect the current IRS rate.
- 19.8 Transit Subsidy - The City shall provide a transit subsidy benefit consistent with SMC 4.20.370. 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.
- 19.9 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.

- 19.10 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 the employee’s schedule for the old job ceases at the beginning of the new job.
- 19.11 Meetings – Employees shall not be required to attend meetings called by the City except during working hours.
- 19.12 Employee Transfer – When an employee is transferred to any position in which the employee has had no previous experience, the employee shall be given a reasonable break-in period with an experienced employee in that position.
- 19.13 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.
  - 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.
- 19.14 The Union and the City agree to reopen negotiations on the following:
- A. Changes associated with revisions made to the Implementation of 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.

## **ARTICLE 20. CLASSIFICATIONS AND RATES OF PAY**

- 20.1 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 20.1.1 through 20.1.4 and any discrepancies shall be governed by those Articles.
- 20.1.1 Effective January 4, 2023, employees' base wage rates for titles covered under this Collective Bargaining Agreement shall receive a one percent (1%) negotiated wage adjustment applied to the base wage, then a cost of living adjustment (COLA) equal to five percent (5%) shall be applied to the new base wage.
- 20.1.2 Effective January 3, 2024, employees base wage rates for titles covered under this Collective Bargaining Agreement shall receive a cost of living adjustment (COLA) equal to four-point-five percent (4.5%).
- 20.1.3 Effective January 4, 2025, employees base wages will be increased by one-point-zero-percent (1.0%) plus one hundred percent (100%) of the annual 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. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).
- 20.1.4 Effective January 5, 2026, employees base wages will be increased by one hundred percent (100%) of the annual 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 2024 through June 2025, plus one percent (1%). However, this percentage increase shall not be less than two-point-five percent (2.5%) nor shall it exceed five percent (5.0%).
- 20.1.5 Effective January X, 2027, employees base wages will be increased by one hundred percent (100%) of the annual 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 2025 through June 2026. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).
- 20.1.6 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.
- 20.1.7 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.

- 20.1.8 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.
- 20.2 Wage Step – 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.
- 20.2.1 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, the employee will receive one-step increment in the higher-paid title; provided that the employee has not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class that were properly paid per 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.
- 20.2.2 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.
- 20.2.3 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.
- 20.2.4 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.
- 20.2.5 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. In 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.

- 20.2.6 Any in increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.
- 20.2.7 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.
- 20.2.8 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.
- 20.2.9 Employee Demotion – 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.
- 20.2.10 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 the employee was entitled in their former position without reduction; provided however, such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of City service and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary range, such employee shall receive the salary 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.
- 20.2.11 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, ~~he/she~~ they shall continue to receive such higher salary as an "incumbent" for so long as they remain in the position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

20.3 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 it may, at the employee's request be repaid, 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 the employee's final paycheck(s).
- D. By other means as may be mutually agreed between the City and the employee. The Union Representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

**ARTICLE 21. SAVINGS CLAUSE**

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



**ARTICLE 22. TERM OF AGREEMENT**

- 22.1 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, 2027. 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, 2027. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.
- 22.2 Notwithstanding the provisions of Section 22.1, in the event 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 \_\_\_\_\_  
Rex Habner, Business Manager/Secretary

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

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

By \_\_\_\_\_  
Afton Larsen, Labor Negotiator

**APPENDIX A**

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

**AND**

**CITY OF SEATTLE/SEATTLE CITY LIGHT MATERIAL CONTROLLERS/APPRENTICESHIP  
COORDINATORS UNIT**

A.1 Effective January 4, 2023, hourly base wage rates shall be increased as follows (1% Negotiated Wage Adjustment plus 5.0% COLA):

	Step 1	Step 2	Step 3	Step 4	Step 5
Apprenticeship Coord-BU	38.96	40.51	42.10	43.76	45.52
Material Controller, Prin-BU	41.92	43.58	45.35	47.00	48.84
Material Controller, Sr-BU	36.05	37.37	38.81	40.35	41.92
Material Controller-BU	29.87	30.88	32.12	33.33	34.67

A.2 Effective January 3, 2024, hourly base wage rates shall be increased as follows (4.5%%):

	Step 1	Step 2	Step 3	Step 4	Step 5
Apprenticeship Coord-BU	40.72	42.33	44.00	45.73	47.56
Material Controller, Prin-BU	43.81	45.54	47.39	49.12	51.03
Material Controller, Sr-BU	37.67	39.05	40.56	42.17	43.81
Material Controller-BU	31.22	32.27	33.57	34.83	36.23

A.3 Effective January 1, 2025, hourly base wage rates shall be increased as enumerated in Section 20.1.3 of the Collective Bargaining Agreement.

A.4 Effective December 31, 2025 hourly base wage rates shall be increased as enumerated in Section 20.1.4 of the Collective Bargaining Agreement.

A.5 Effective December 30, 2026, hourly base wage rates shall be increased as enumerated in Section 20.1.5 of the Collective Bargaining Agreement.

**APPENDIX B**

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

**AND**

**CITY OF SEATTLE/SEATTLE CITY LIGHT MATERIAL CONTROLLERS/APPRENTICESHIP  
COORDINATORS UNIT**

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**

**SEATTLE CITY LIGHT MATERIAL CONTROLLERS/APPRENTICESHIP**

**COORDINATORS 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 3– 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

## SUMMARY and FISCAL NOTE

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Seattle Department of Human Resources	Chase Munroe	Joseph Russell

### **1. BILL SUMMARY**

**Legislation Title:** 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.

**Summary and Background of the Legislation:** This legislation authorizes the Mayor to implement three collective bargaining agreements between The City of Seattle (the “City”) and the International Brotherhood of Electrical Workers Local 77 U100, Power Marketers, and Material Controllers/Apprenticeship Coordinators Units. The collective bargaining agreements are multi-year agreements on wages, benefits, hours, and other working conditions. This legislation affects approximately 575 regularly appointed City employees at Seattle City Light.

#### U100:

This collective bargaining agreement is a three-year agreement from January 23, 2023, through January 22, 2026, representing approximately 550 regularly appointed City employees at City Light. The agreement provides for negotiated wage adjustments between 2 and 11 percent for selected titles, retroactive to January 23, 2023. In addition, base wages for all titles covered by the agreement will increase by 5 percent in 2023 and by 4.5 percent in 2024. In 2025, base wages will increase by 100 percent of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June 2024 over the same index for June 2023, with a minimum increase of 2 percent and a maximum increase of 4 percent. The yearly contribution for daily wearer with coveralls will be increased to \$992; daily wearer without coveralls will be increased to \$860; and intermittent wearer with coveralls increased to \$245. The yearly lump sum allowance for the cost of purchasing protective footwear will be \$400 for line workers; \$150 for dispatchers; and \$250 for all other classifications.

The City and U100 members will continue to split health care premiums as in the previous agreement: the City will pay 90 percent and employees will pay 10 percent of such costs.

The agreement provides for other working conditions. Juneteenth (June 19) and Indigenous Peoples’ Day (second Monday in October) will be recognized as additional paid holidays. Upon retirement, 35 percent of an employee’s unused sick leave credit accumulation will be transferred to a Voluntary Employee Benefits Association (VEBA) account, if voted by eligible-to-retain members. Revisions to union membership, discipline, and working rules for communications electricians and power production personnel are also provided, among other items.

Power Marketers Unit:

This 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. Approximately 15 regularly appointed current City employees at Seattle City Light are represented by this agreement.

The agreement provides for a 1 percent negotiated wage adjustment for all titles covered by the agreement, effective January 1, 2023. In addition, base wages will increase by 5 percent in 2023 and by 4.5 percent in 2024. In 2025, base wages will increase by 100 percent of the percentage increase in the Seattle-Tacoma-Bellevue area Consumer Price Index for the June over June method, with a minimum increase of 1.5 percent and a maximum increase of 4 percent.

Health care cost sharing will continue as in previous agreements: 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.

Material Controllers/Apprenticeship Coordinators Unit:

This collective bargaining agreement is a five-year agreement on wages, benefits, hours, and other working conditions for the period from January 1, 2023, through December 31, 2027, representing approximately 10 regularly appointed City employees at Seattle City Light. The agreement provides for a 1 percent negotiated wage adjustment for all titles covered by the agreement, effective January 1, 2023. In addition, base wages will increase by 5 percent in 2023 and by 4.5 percent in 2024. In 2025, base wages will increase by 1 percent plus 100 percent of the annual growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the June over June method, with a minimum increase of 2 percent and a maximum increase of 4 percent. In 2026, base wages will increase by 100 percent of the same bi-monthly CPI-W measure, plus 1 percent, with a minimum increase of 2.5 percent and a maximum increase of 5 percent. In 2027, base wages will increase by 100 percent of the same bi-monthly CPI-W measure, with a minimum increase of 2 percent and a maximum increase of 4 percent.

Shift differential will increase from \$0.75 to \$1.25/hour for swing shift and from \$1.00 to \$1.75/hour for graveyard shift. Apprenticeship Coordinators will receive an initial FR clothing allotment of \$620 and an annual allotment of \$245 thereafter. Apprenticeship Coordinators will also be entitled to a boot allowance of \$200 per year.

Health care cost sharing will continue as in the previous agreement: 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 that Fund is exhausted, the City will pay 85 percent and employees will pay 15 percent of any additional costs.



All Contracts:

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 estimates to approximate the costs of ratifying the three agreements. 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.

A lump sum, one-time payment in 2024 will cover the incremental costs of the wage adjustments that are being awarded retroactively for work by these Local 77 members in 2023 and 2024. The ongoing annual costs capture the compounded impact of the annual wage increases provided for this time period. As noted in the tables, these incremental ongoing, annual costs do not change for 2025 (2027 for Material Controllers) and beyond. This reflects the fact that the term of the agreement with Local 77 runs only through the end of 2025 (2027 for Material Controllers) 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 2025 (2027 for Material Controllers), but until then, per state law, the terms of the agreement and the wage rates provided will remain in effect.

For the units covered in this fiscal note, all costs are in Seattle City Light. So, any reference to Other Funds may be interpreted as referring to the City Light Fund.

U100:

	<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>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Expenditure Change (\$) Other Funds</b>	\$77,943,000	\$14,851,000	\$24,775,000	\$28,681,000	\$28,681,000	\$28,681,000	\$28,681,000
<b>Total – All Funds</b>	<b><i>\$77,943,000</i></b>	<b><i>\$14,851,000</i></b>	<b><i>\$24,775,000</i></b>	<b><i>\$28,681,000</i></b>	<b><i>\$28,681,000</i></b>	<b><i>\$28,681,000</i></b>	<b><i>\$28,681,000</i></b>
Terms of this contract extend only through 2025, so costs for 2026-2028 exactly match those for 2025. The City and Local 77 CMEO 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.  Figures do not include costs in 2021-2023 for the 2021 market adjustment for Power Dispatchers (approximately \$4.7 million across those three years) because those expenses were previously approved in Ordinance 126975 (passed December 12, 2023) and are being appropriated alongside expenses for the Coalition of City Unions and other recently approved bargaining agreements, legislation for which will be transmitted to City Council in June of 2024.							

Power Marketers Unit:

	<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>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Expenditure Change (\$) Other Funds</b>	\$1,556,000	\$177,000	\$199,000	\$269,000	\$269,000	\$269,000	\$269,000
<b>Total – All Funds</b>	<b><i>\$1,556,000</i></b>	<b><i>\$177,000</i></b>	<b><i>\$199,000</i></b>	<b><i>\$269,000</i></b>	<b><i>\$269,000</i></b>	<b><i>\$269,000</i></b>	<b><i>\$269,000</i></b>
Terms of this contract extend only through 2025, so costs for 2026-2028 exactly match those for 2025. The City and Local 77 CMEO 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.							

Material Controllers/Apprenticeship Coordinators Unit:

	<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>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Expenditure Change (\$) Other Funds</b>	\$712,000	\$111,000	\$144,000	\$178,000	\$210,000	\$238,000	\$238,000
<b>Total – All Funds</b>	<b><i>\$712,000</i></b>	<b><i>\$111,000</i></b>	<b><i>\$144,000</i></b>	<b><i>\$178,000</i></b>	<b><i>\$210,000</i></b>	<b><i>\$238,000</i></b>	<b><i>\$238,000</i></b>
Terms of this contract extend only through 2027, so costs for 2028 exactly match those for 2027. The City and Local 77 CMEO will need to negotiate terms for 2028 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 2028.							

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, for each agreement shown below, the costs of the final terms of the agreement exceed the costs anticipated and planned for in the 2024 budget process.

U100:

*Showing Other Funds only (no costs incurred or reserves held for the General Fund)*

	<i>Salary Base</i>	<b>2023</b>	<b>2024 est.</b>	<b>2025 est.</b>	<b>TOTAL</b>
<b>Expenditure Change - Other Funds</b>	\$77,943,000	\$14,851,000	\$24,775,000	\$28,681,000	\$68,307,000
<b>Expenditure Change Assumed in '24 Budget - Other Funds</b>		\$1,543,000	(\$5,746,000)	(\$8,475,000)	(\$12,678,000)
<b>Cost Above Budget/Reserves - Other Funds</b>		<b>\$16,394,000</b>	<b>\$19,029,000</b>	<b>\$20,206,000</b>	<b>\$55,629,000</b>

The expenditure change assumed for this unit in 2023 was originally \$3.1 million. A reduced total of -\$1.543 million is shown here because this was the balance after considering costs for the 2021 market adjustment for Power Dispatchers, approved in December 2023 via Ordinance 126975.

Power Marketers Unit:

*Showing Other Funds only (no costs incurred or reserves held for the General Fund)*

	<i>Salary Base</i>	<b>2023</b>	<b>2024 est.</b>	<b>2025 est.</b>	<b>TOTAL</b>
<b>Expenditure Change - Other Funds</b>	\$1,556,000	\$177,000	\$199,000	\$269,000	\$644,000
<b>Expenditure Change Assumed in '24 Budget - Other Funds</b>		(\$93,000)	(\$172,000)	(\$253,000)	(\$518,000)
<b>Cost Above Budget/Reserves - Other Funds</b>		<b>\$83,000</b>	<b>\$27,000</b>	<b>\$16,000</b>	<b>\$126,000</b>

Material Controllers/Apprenticeship Coordinators Unit:

*Showing Other Funds only (no costs incurred or reserves held for the General Fund)*

	<i>Salary Base</i>	<b>2023</b>	<b>2024 est.</b>	<b>2025 est.</b>	<b>2026 est.</b>	<b>2027 est.</b>	<b>TOTAL</b>
<b>Expenditure Change - Other Funds</b>	\$712,000	\$111,000	\$144,000	\$178,000	\$210,000	\$238,000	<b>\$881,000</b>
<b>Expenditure Change Assumed in '24 Budget - Other Funds</b>		(\$47,000)	(\$86,000)	(\$127,000)	(\$159,000)	(\$192,000)	<b>(\$612,000)</b>
<b>Cost Above Budget/Reserves - Other Funds</b>		<b>\$64,000</b>	<b>\$57,000</b>	<b>\$50,000</b>	<b>\$51,000</b>	<b>\$46,000</b>	<b>\$269,000</b>

Separate, future legislation will be forwarded by the City Budget Office later in 2024 to authorize additional appropriations from City Light. Ultimately, the overall costs of these agreements will be borne by City Light’s ratepayers, both commercial and residential.

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. 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 City Light.

- 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 Agreement

Summary Attachment 2 – Bill Draft Local 77 Power Marketers Agreement

## Summary Attachment 3 – Bill Draft Local 77 Material Controllers and Apprenticeship Coordinators Agreement

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

**by and between**

**THE CITY OF SEATTLE**

**and the**

**CITY LIGHT DEPARTMENT**

**and the**

**INTERNATIONAL**

**BROTHERHOOD OF**

**ELECTRICAL WORKERS**

**Local No. 77**

**Effective January 23, 20~~13~~, through January 22, 20~~16~~~~56~~~~7~~**

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Agreement

by and between the

City of Seattle

and the

City Light Department

and the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, Local 77

Effective January 23, 20~~2~~<sup>3</sup>, through January 22, 2026

**PREAMBLE**

THIS AGREEMENT is made and entered into by and between the City of Seattle hereinafter called the City, the City Light Department hereinafter called the Department, and the International Brotherhood of Electrical Workers Local Union No. 77, signatory hereto, the Union being recognized as the representative of certain Department employees as set forth under Schedule "A" WITNESSETH:

## PURPOSE OF THIS AGREEMENT

—The City, the Department and the Union recognize that harmonious relations should be maintained between them and with the public. The Department, the Union and the Public have a common and sympathetic interest in the progress of the Electrical Industry. All will benefit by continuous peace and by adjusting any differences which may arise by rational, common-sense methods. Therefore, the Department and the Union hereby agree 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 concerned in the territory in which the Department's activities are or may be carried on.
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 outlined 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 Department.
6. To adjust promptly all disputes arising between them related to matters covered by this Agreement.
7. To promote systematic labor-management cooperation between the Department and its employees.
8. To aid the re-establishment in civilian life of returning veterans.

It is recognized that the Department of City Light is a Department of the City of Seattle that is dedicated to the accomplishment of the municipal functions for which it was created, and all applicable Federal and State Laws and the City Charters are paramount.

## ARTICLE 1. NONDISCRIMINATION

- 1.1 ———The City and the Department will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry or national origin, Union activities, or presence of any sensory, mental or physical handicap.
- 1.2 ———Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender.

The use of plural pronouns in this Agreement to avoid gender connotation is not intended to make any provision inapplicable to an individual.

In deleting "Gender Based" nomenclature from this contract, both parties agree that there is no intent to change meaning or to alter any relation to applicable city, state and federal laws, regulations and standards or to industry standards. Where "Gender Based" nomenclature occurs in such documents it shall be interpreted to apply to any substitute term used in this contract. Prior contracts shall be used to resolve doubts.

## ARTICLE 2. SCOPE OF THE AGREEMENT

- 2.1 — This Agreement is applicable to employees of the Department as noted in the Classifications of Schedule "A", who have designated as their representative Local Union Number 77, IBEW, signatory to this Agreement.
- 2.1.1 — Those duties performed by employees represented by the Union at Seattle City Light on January 22, 1991 shall remain in the jurisdiction of the Union. If those duties are assigned to a different or new classification in the classified service due to amendments resulting from future automation and technologies, the Union will continue to be recognized as the exclusive bargaining representative for those duties. Any disagreement between the parties over the application of this Section shall be processed and resolved pursuant to RCW 41.56. WAC 391.35.
- 2.1.2 — In the event the duties of a particular classification change due to new technologies or future automation, the individuals within that classification shall be provided with adequate training to prepare them to carry out those duties while making use of the new technologies.
- 2.2 — The Department shall include in all specifications for work to be performed on contract by the Board of Public Works reference to existing State laws covering minimum wages, and residence of employees where the work to be performed is outside of the limits of the City of Seattle; where such work is inside the City of Seattle reference shall be made to the provisions of the City Charter and existing State Laws.
- 2.3 — The right to hire, promote, discharge for just cause, maintain efficiency, and determine the location of Department headquarters are examples of management prerogatives. It is also understood that the Department retains the right, in its discretion, to manage its affairs and to direct its working force, and retains all other inherent Management rights except as may be limited by provisions of this Agreement.
- 2.4 — The Union may grieve contracting out of work as described in Article 2, 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.
- 2.5 — If the City of Seattle were to sell or otherwise transfer, per RCW 35.94.020, the functions of the City Light Department performed by the Bargaining Unit to another entity, such as a private sector company or a newly formed or existing public utility district, hereinafter referred to as the successor employer, the City will include as part of the agreement for sale or transfer a requirement that the entity shall continue to provide electrical services on a reliable basis during and after the transfer. To support this requirement, the City will include in such agreement of sale or transfer the following provision:



All affected employees of the Bargaining Unit will be offered the option of employment by the successor employer within their job classification (or other classification as may be mutually agreed with IBEW, Local 77).

- 2.5.1 —The City of Seattle recognizes that it has obligations under RCW 41.56 to bargain with IBEW, Local 77 the effects of its decision to transfer or sell property or assets under RCW 35.94.020. The City will give notice and enter into bargaining at least six (6) months prior to the sale or transfer. The subjects for bargaining will include, but not be limited to: (1) the effects of severing or transferring from group benefit and retirement plans that require participants be employees of the City of Seattle and (2) payment for or transfer of accrued paid leave benefits.
- 2.5.2 —The City will give at least six (6) months’ notice and will bargain the impacts of the sale or transfer of property or assets surpluses under RCW 35.94.040 should such sale result in the displacement of IBEW, Local 77 represented employees.
- 2.5.3 —The General Manager and Chief Executive Officer of Seattle City Light or his/her designee will notify the Union in advance when the Department will be discussing, in a meeting of the City Council, or committee of the City Council, proposals or options for the sale or transfer of the City Light electric utility under the terms of RCW 35.94.020.
- 2.5.4 —The Union recognizes the City and Department cannot be held accountable or liable for the actions or inactions of the successor employer provided the terms of this Section 2.5 have been complied with and no misrepresentations have been made to the successor regarding the spirit and intent of this successor clause.
- 2.6 ———Reorganization/Merger with another City Department: The City agrees that should it place the electric utility Bargaining Unit work within the scope of this Agreement and/or the employees performing the Bargaining Unit work in another City Department during the term of this Agreement, IBEW, Local 77 will continue to be recognized as representing this Bargaining Unit work per the provisions of this Collective Bargaining Agreement; provided that the merger/reorganization and this Section 2.6 do not violate a statutory requirement of representation.

### **ARTICLE 3. JOINT LABOR MANAGEMENT COMMITTEE**

- 3.1 —It is the purpose and intent of the Joint Labor/Management Committee to disclose, investigate, study and develop proposed solutions to issues and interests affecting labor and/or management. The following represents the consensus of labor and management to enable the Joint Labor/Management Committee process to work, recognizing the interest and concerns of the parties.
- 3.1.1 —During the term of the Collective Bargaining Agreement, both parties are mutually bound to use the Joint Labor/Management Committee process to disclose and address issues which either party recognizes as affecting wages, hours, and working conditions, and to complete the Joint Labor/Management Committee process before pursuing other statutory or contractual options.
- 3.1.2 —In the event that the Joint Labor/Management Committee process does not produce agreement on how to resolve an issue, either party may declare impasse, and both parties recognize the other party's right to retain their statutory and contractual options, including management's legal obligation and the union's legal right to negotiate all matters affecting wages, hours and working conditions which affect the Bargaining Unit. Similarly, the Joint Labor/Management Committee process shall not abridge or otherwise diminish the parties' rights as set forth under the Agreement and/or R.C.W., Chapter 41.56 Public Employees Collective Bargaining. Agreement to negotiate can take place at any point during the Joint Labor/Management Committee process upon mutual consent by the parties, to resolve issues affecting wages, hours and working conditions.
- 3.1.3 —The Joint Labor/Management Committee process shall be transparent, well defined, timely, provide equal access to the parties, and include all parties necessary to accomplish resolution of issues.
- 3.1.4 —The parties are mutually committed to the Joint Labor/Management process and agree to be held accountable.
- 3.1.5 —The Joint Labor/Management Committee process may address the causes of grievances but is not intended by the parties to be used as a forum to resolve grievances filed under the Collective Bargaining Agreement. Nothing in the Joint Labor/Management Committee process will restrict, impair or interfere with the parties' right to file and process grievances under Article 7 of the Collective Bargaining Agreement.
- 3.1.6 —The parties shall not make unilateral changes in the terms of this Collective Bargaining Agreement.
- 3.2.1 —Management representatives on the Committee will be as follows:
- General Manager and Chief Executive Officer of City Light Department (or designee).

- City of Seattle Director of Labor Relations (or designee).
- Seattle City Light Human Resources Officer (or designee).
- Up to three (3) affected division directors or other management representatives.

3.2.2 —Labor representatives on the Committee shall be as follows:

- Union Business Manager (or designee).
- Up to five (5) other union representatives, as designated by IBEW, Local 77.

3.2.3 —Alternates may be designated, and both parties recognize that continuity of membership is essential to the effectiveness of the Labor/Management Committee process. Members shall be designated as authorized representatives of the Parties, with the delegated authority to make decisions on behalf of the Parties.

3.3 —The responsibility for Chairing meetings shall alternate each meeting between the Union and Management. The chairperson shall function as a facilitator of committee deliberations, or delegate the function to another member. Each party will determine whether their chair assignment will be permanent or rotate among their members.

3.4 —Regular meetings to be scheduled on a bi-monthly basis, 9 a.m. to 4 p.m., at a location mutually agreed to by the Committee. Interim meetings or sub-committees meetings, may be held as mutually agreed to by the Committee.

3.4.1 —Resources necessary to prepare and distribute an agenda one week in advance of each regular meeting shall be provided by the Seattle City Light Human Resources Officer (or designee).

3.4.2 —The Joint Labor/Management Committee shall set the agenda at their previous meeting. Additional issues will be placed on the agenda at the request of either party, provided the request is received by the Seattle City Light Human Resources Officer (or designee) at least two (2) weeks in advance of the scheduled meeting. The agenda shall include a brief description of each item to be discussed. Agenda issues must be addressed at that meeting unless continued by mutual agreement. Topics not on the agenda shall be discussed only if mutually agreed to by Labor and Management.

3.4.3 —Summary minutes shall be taken during each meeting and shall consist of the topics discussed and the disposition of each. The minutes shall be prepared by management in electronic format and distributed electronically via e-mail prior to the next regularly scheduled meeting for approval by the Committee at the following meeting.

3.4.4 —Added resource personnel and resource materials will be made available by both parties as needed to fully disclose, understand, and resolve each agenda item.

- 3.4.5 —Sub-committees, when established, are to be given a clear scope for their deliberations and a due date for reporting to the full Labor/Management Committee.
- 3.5 —Emergency meetings of the Labor/Management Committee will be scheduled by the City of Seattle Director of Labor Relations (or designee), within two working days, at the request of either party.
- 3.6 —For purposes of placing issues on the agenda for regular meetings of the Labor/Management Committee, the management representative to contact is the General Manager and Chief Executive Officer of City Light (or designee) or the Seattle City Light Human Resources Officer (or designee). The labor representative to contact is the IBEW, Local 77 Business Manager (or designee).
- 3.6.1 —For scheduling an emergency meeting of the Labor/Management Committee, the designated management contact is the City of Seattle Labor Relations Director (or designee). The designated labor contact is the IBEW, Local 77 Business Manager (or designee).
- 3.7 —The findings, recommendations and conclusions of the Labor/Management Committee will be set forth in writing for each issue. The resulting document shall be signed by the General Manager and Chief Executive Officer of City Light (or designee), City of Seattle Personnel Director (or designee), and the IBEW, Local 77 Business Manager (or designee).
- 3.7.1 —It is understood and agreed that the recommendations, including any and all modifications to the terms of the Agreement, may be subject to ratification by the affected parties. Once ratified, such resolutions can be modified only by mutual written agreement, signed by the appropriate parties.
- 3.8 —During the term of this agreement the parties agree to establish a subcommittee to address the potential incorporation of all outstanding memorandums/letters of understandings or agreement in preparation for the bargaining of a successor agreement.

## ARTICLE 4. DURATION, MODIFICATION AND CHANGES

- 4.1 ———For and in consideration of the promises and obligations of each party to the other, as hereinafter set forth, the parties hereby agree to the following conditions of employment effective January 23, 20~~21~~<sup>23</sup> through January 22, 20~~21~~<sup>27</sup> and from year to year thereafter. The parties must notify the other party not less than ninety (90) days prior to January 22 of the calendar year 20~~21~~<sup>27</sup> of its desire to terminate or amend the same for the following year. If an amendment is desired, the substance thereof shall be contained in such notice. Without giving such notice of termination, the Working Rules shall be subject to such changes or modifications as shall be mutually agreed upon by the parties hereto, but such changes or modifications, if made, shall not be retroactive.
- 4.2 ———Effective January 23, 20~~21~~<sup>23</sup>, the 100% Journeyworker rate shall be increased ~~to \$39.86~~<sup>by five percent (5%)</sup> as identified in Schedule “A” of this Agreement. All other pay rates in Schedule "A" shall be adjusted in accordance with the stated percentage relationship to the 100% Journeyworker rate.
- 4.3 ———Effective January 23, 20~~21~~<sup>24</sup>, the 100% Journeyworker rate shall be increased ~~to \$40.66~~<sup>by four-and-one-half percent (4.5%)</sup> as identified in Schedule “A” of this Agreement. All other pay rates in Schedule "A" shall be adjusted in accordance with the stated percentage relationship to the 100% Journeyworker rate.
- 4.3.1 Effective January 23, 20~~21~~<sup>25</sup>, ~~and January 23, 20~~21~~<sup>26</sup>, and January 23, 20~~21~~<sup>27</sup>~~, the 100% Journeyworker rate shall be increased in accordance with Article 17, Sections 17.1.3, ~~and 17.1.4, and 17.1.4~~. All other pay rates in Schedule "A" shall be adjusted in accordance with the stated percentage relationship to the 100% Journeyworker rate.
- 4.3.2 ———At its discretion for any one or all of the annual pay increase effective dates, the City may implement the new pay rates prior to the January 23 pay date, but no earlier than the beginning of the pay period in which this date falls.
- 4.4 ———A Wage Review Committee shall be provided by the Department to hear and rule on wage relationship adjustments. Requests for such adjustments, together with justification therefore, must be presented to the Department in writing with endorsement by the Union no later than October 15th prior to the expiration of the Agreement, but not during the period of January 1 to March 31 of each year. 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 forty-five (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 thirty (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. EMPLOYMENT

- 5.1 ———It is agreed that the Department shall select all employees in accordance with the provisions of Article XVI of the City Charter. However, the Union signatory to this Agreement will assist the Department by directing qualified eligible applicants to the sources through which employees are obtained. In the event, however, that employees are desired and not available through the ~~Personnel Department~~Seattle Human Resources Department, the Department will notify the Union for assistance in filling such vacancies at the same time as other sources of such employees are notified.
- 5.2 ———Except for the adoption of Emergency Rules, at least fourteen (14) days prior to adoption of amendments to the City Personnel Rules the City ~~Personnel~~Labor Relations Director shall notify the Union of the proposed changes for purposes of allowing the Union to comment thereupon as provided in Ordinance 102228.
- 5.3 ———The layoff of employees covered by this Agreement shall be accomplished in accordance with City Personnel Rules provided, however, performance evaluation shall not be used as a criterion for determining the order of layoff for employees covered by this Agreement.
- 5.3.1 ———As soon as it is determined by the Department that a layoff among employees covered by this Agreement is necessary, the Department will notify the Union.

## ARTICLE 6. UNION MEMBERSHIP

- 6.1 ———Each employee within the Bargaining Unit shall 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 shall maintain such membership in good standing, and failure by any such employee to apply for and/or maintain such membership in accordance with this provision shall constitute cause for discharge of such employee; provided that it is expressly understood and agreed that the discharge of employees is governed by applicable provisions of the City Charter which provisions are paramount and shall prevail; provided further that the above requirements to apply for Union membership and/or maintain Union membership shall be satisfied by an offer of the employee to pay the regular initiation fee and the regular dues uniformly required by the Union of its members in municipal employment.
- 6.2 ———The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee and regular monthly dues uniformly required by members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employees shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Union by the City. The Union agrees to indemnify and save harmless the employer from any and all liability arising out of this article, except Section 6.3.
- 6.3 ———The employees covered by this Agreement may examine their Departmental Personnel File in the Department Personnel Office in the presence of the Human Resources Officer 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.
- 6.4 ———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.
- 6.5 ———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.
- 6.6 ———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.
- 6.7 ———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

6.8 ———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.

6.9 ———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.

6.10 ———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.

6.11 ———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.

6.12 ———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 7. GRIEVANCE PROCEDURE

7.1 ~~Recognizing~~ that the terms of the Agreement may be subject to different interpretations, both the Department and the Union should have recourse to an orderly means of resolving grievances. The following outline of procedure by which grievances shall be processed is written as for a grievance of the Union against the Department, but it is understood that the steps are similar for a grievance of the Department against the Union.

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 (who is outside of the Bargaining Unit) within fifteen (15) working days of the Steward's knowledge that a grievable incident has allegedly occurred.

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 Department Human Resources Officer (or designee), he shall submit it in writing, with a copy to the City Director of Labor Relations, within fifteen (15) working days after the discussion in Step 1. The grievance should set forth the following:

- a. A statement of the nature of the grievance and the facts upon which it is based.
- b. The remedy or correction desired.
- c. The Section or Sections of the Agreement relied upon as being applicable thereto. When a grievance is so presented, the Department and Union shall, within ten (10) working days schedule a meeting to discuss the grievance. The Department shall reply in writing within fifteen (15) working days from the date of the meeting. Should the parties agree to forego such a meeting, the Department shall, within fifteen (15) working 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 fifteen (15) working days after the Step 2 answer, to a Joint Labor/Management Committee composed of three (3) representatives of the Union and three (3) representatives for the Department, one of whom shall be the City Director of Labor Relations (or designee), who shall endeavor to settle the grievance within fifteen (15) working days.

Step 4: If the difference or complaint is not settled in Step 3, it may be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration will be made within thirty (30) calendar days after receipt of the Step 3 response, and will be accompanied by the following information:

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

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.

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

7.1.1 —By mutual agreement, the parties to this Agreement, the Union and the City, may: 1) submit the grievance for mediation prior to arbitration under the City's mediation model; or 2) may request the arbitrator selected for arbitration, or another arbitrator, mediate the dispute which shall then be subject to arbitration by a different Arbitrator if mediation should fail to result in a settlement.

- 7.1.2 —Grievances processed through Step 3 shall be heard during normal City working hours (7:45 a.m. to 4:15 p.m.) at the Department’s Human Resources Office Headquarters or Union Office unless the parties agree a satellite location is more appropriate. 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 through prior approval of the Department.
- 7.2 —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.
- 7.3 —When a grievance is of a general nature, it will not be necessary that the Union list the names of the aggrieved employees.
- 7.4 —Arbitration awards or grievance settlements shall not be retroactive beyond the date of occurrence or non-occurrence upon which the grievance is based.

## ARTICLE 8. DISCIPLINE

- 8.1 ~~————~~The City/Department 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/Department 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 the seriousness of the affected employee's conduct.

- 8.3 ~~————~~In cases of suspension, demotion or discharge, the specified charges shall be furnished to the Union and the employee in writing.
- 8.4 ~~————~~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.
- 8.5 ~~————~~Provided an employee has received no further or additional discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two (2) years other than to show notice of any rule or policy at issue.
- 8.6 ~~————~~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 Section 8.5 of this agreement.

## **ARTICLE 9. WORK STOPPAGE**

- 9.1 ———The public interest in the accomplishment of the purposes of the Department always being paramount, the Department and the Union further agree that, pending the determination or adjustment of any issue arising between them, there will be no change in the conditions in any schedules or recorded understanding applicable to such issue. There will be no stoppage or interference with the progress of the work during the term of this Agreement.



## ARTICLE 10. HOLIDAYS

10.1 —The following days shall be recognized as paid holidays:

New Year’s Day	January 1
Martin Luther King Jr.’s Birthday	Third Monday in January
Washington’s Birthday	Third Monday in February
Memorial Day	Last Monday in May
<u>Juneteenth</u>	<u>June 19</u>
Independence Day	July 4
Labor Day	First Monday in September
<u>Indigenous Peoples’ Day</u>	<u>Second Monday in October</u>
Veteran’s Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	First Friday following
Christmas	December 25
First Floating Holiday	
Second Floating Holiday	
Third Floating Holiday after 9 years of service	
Fourth Floating Holiday after 9 years of service	

10.2 —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.

10.3 —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. When an employee’s regularly scheduled day off falls on a Holiday (i.e. Monday) then the employee has the option to have the following day off.

10.4 —New employees employed on or before February 12 of a calendar year shall be entitled to use the First Floating Holiday as referenced in Section 10.1 of this Article during that calendar year. New employees employed on or before October 1 of a calendar year shall be entitled to use the Second Floating Holiday during the calendar year.

10.5 —Effective January 23, 202~~13~~<sup>13</sup>, employees who have ~~ceither~~

~~—~~1. Completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status (Article 11.2)

~~—~~~~or~~

~~—~~2. Are accruing vacation at a rate of .0615 or greater (Article 11.12)

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

10.6 —It is the intent of the Department, the City and the Union that employees be treated equitably and nonarbitrarily in their ability to schedule floating holidays on the date of their choice.



**ARTICLE 11. VACATIONS**

- 11.1 —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.
- 11.2 —"Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensated 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.
- 11.3 —The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

<u>COLUMN NO. 1</u>		<u>COLUMN NO. 2</u>		<u>COLUMN NO. 3</u>
<u>ACCURAL RATE</u>		<u>EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE</u>		<u>MAXIMUM VACATION BALANCE</u>
<u>Hours on Regular Pay Status</u>	<u>Years of Service</u>	<u>Working Days Per Year</u>	<u>Working Hours Per Year</u>	<u>Maximum Hours</u>
	V a c a t i o n e s a c c r u e d p e r y e a r			
0 through 08320.....	0 through 4.....	12	(96)	192
08321 through 18720.....	5 through 9.....			
18721 through 29120.....	10 through 14.....	15	(120)	240
29121 through 39520.....	15 through 19.....			
39521 through 41600.....	20.....	16	(128)	256
41601 through 43680.....	21.....			
43681 through 45760.....	22.....	18	(144)	288
45761 through 47840.....	23.....			
47841 through 49920.....	24.....	20	(160)	320
49921 through 52000.....	25.....			
52001 through 54080.....	26.....			

54081 through 56160 .....	1038	27 .....	21	(168)	336
56161 through 58240 .....	1076	28 .....			
58241 through 60320 .....	1115	29 .....	22	(176)	352
60321 and over .....	1153	30 .....			
			23	(184)	368
			24	(192)	384
			25	(200)	400
			26	(208)	416
			27	(216)	432
			28	(224)	448
			29	(232)	464
			30	(240)	480

<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>

11.4 —An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which he/she became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed; provided, however, any employee whose vacation balance on January 1, 1994 exceeds the maximum allowed may retain the excess balance and accrue additional vacation at the appropriate rate through January 1, 1996, after which date all vacation hours in excess of the maximum vacation balance allowed for in Section 11.3 and 11.4 shall be lost,

and further accrual and the maximum vacation balance shall be in accordance with the provisions of this Article without benefit of the 1993 grace period proviso.

- 11.5 —New employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.
- 11.6 —An employee may, upon approval of the appropriate Management representative, exceed the maximum vacation allowance by no more than twenty (20) days when the employee has been prevented from using said vacation time by reason of injury, illness or department work schedules. The employee shall have one (1) year to use the special extension and will be allowed to continue to accrue vacation during this period.
- 11.7 —"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.
- 11.8 —The minimum vacation allowance to be taken by an employee shall be four (4) hours or, at the discretion of the appropriate management representative, such lesser fraction of a day as shall be approved by the appropriate management representative.
- 11.9 —An employee who leaves the City service for any reason after more than six (6) months of service shall be paid in a lump sum for any unused vacation he/she has previously accrued.
- 11.9.1 —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.
- 11.10 —Where an employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons. In all other instances, employees must use all accrued vacation prior to beginning a leave of absence, except that 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.

Where the terms of this Section 11.10 are in conflict with Ordinance 116761 (family and medical leave) as it exists or may be hereafter modified, the ordinance shall apply.

- 11.11 —The appropriate Management representative 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 employee to the greatest degree feasible.
- 11.12 —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.

- 11.13 —On June 1, 1993, employees with twenty (20) years of service or more were eligible to convert to the system as outlined above or remain on the system outlined in the 1991-1994 Collective Bargaining Agreement and attached hereto as Appendix E. Employees who remained on the system as outlined in the 1991-1994 Collective Bargaining Agreement may convert to the new system in September of each succeeding year. These subsequently converting employees shall receive a two (2) year transition period in which to use excess hours as outlined in 11.4.
- 11.14 —For purposes of establishing the vacation accrual rate for employees who are in the Bargaining Unit on the date of ratification, the City will assign the date January 1 of the year the employee joined City service as the Anniversary date and begin calculating hours on regular pay status from that date. This assignment will prevent a loss of accrual which would result from the conversion of the vacation system.
- 11.15 —New employees joining City service after the date of ratification shall be immediately placed on hourly vacation accrual with an Anniversary date of the first day of actual service.

**ARTICLE 12. SICK LEAVE, FUNERAL LEAVE, DENTAL CARE,  
-MEDICAL CARE AND LONG-TERM DISABILITY INSURANCE**

12.1 —All employees in classifications covered by this Agreement will be allowed sick leave according to provisions of Ordinance 88522 as amended by Ordinances 89939, 93066, 93257 and 114648. The Union shall be furnished with copies of any emergency rules adopted pursuant to Ordinance 114648 and shall receive copies of any proposed changes thereto not less than thirty (30) days prior to adoption.

12.1.1 —Sick leave credit will be accumulated at the rate of .046 hours for each hour on regular pay status, but not to exceed forty (40) hours a week.

12.1.2 —Employees shall be entitled to use sick leave after thirty (30) days of employment.

12.1.3 —Unlimited sick leave credit may be accumulated. Upon retirement, twenty-five percent (25%) of an employee's sick leave credit accumulation can be applied to the payment of health care premiums, or to a cash payment at the straight time rate of pay of such employee in effect on the day prior to retirement.

Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to the employee's designated beneficiary.

Cash payments of unused sick leave may be deferred for a period of one (1) year or less, providing the employee notifies the Department Personnel Office of this election at the time of retirement. Requests for deferred cash payments of unused sick leave shall be made in writing.

12.1.4 —Sick leave credit can be used for time off with pay, from the first workday of such absence, for bona fide cases of:

- Sickness or injury of an employee;
- Disability due to pregnancy and/or childbirth;
- Medical or dental appointments.

Sick leave credit may also be used for care of family members as required of the City by state law and/or for care of family members, including domestic partners, as defined and provided for by City of Seattle ordinance as cited above.

12.1.5 —Any application for sick leave of over four (4) days' duration must be supported by a report of the employee's personal physician. All applications for sick leave must be approved by the

| appropriate Management representative.

12.1.6 —The employee shall promptly notify the immediate supervisor no later than the start of the employee’s workday, if medically possible, by telephone or otherwise, on the first day off due to illness. Employees must also keep their supervisor informed as to their availability to return to work.

12.1.7 —All employees while on sick leave shall make themselves available for such investigation, medical or otherwise, as may be ordered by the City Personnel Director or the Department.

~~12.2 —Employees covered by this Agreement shall be allowed one (1) day off without salary deduction for the purpose of attendance at the funeral of any close relative; provided, that where such attendance requires total travel of two hundred (200) miles or more, one (1) additional day with pay shall be allowed; provided further, that the department head may, when circumstances require and upon application stating the reasons therefore, authorize for such purpose not to exceed an additional four (4) days chargeable to the sick leave account of the employee, but no combination of paid absence under this Section shall exceed five (5) days for any one period of absence. In like circumstances and upon like application the department head may authorize for the purpose of attending the funeral 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, domestic partner, child, mother, father, step child, step parent, brother, sister, grandchild, grandfather or grandmother of the employee or spouse or domestic partner; and the term relative other than a "close relative" shall mean the uncle, aunt, cousin, niece, nephew, or the spouse of the brother or sister of the spouse or domestic partner of the employee. 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.

12.3 —During the term of this Agreement, The City shall provide a Medical Care Program to all eligible employees and their dependents under conditions of:

~~FA.~~ The medical care contracts between the City, Aetna and ~~Group Health Cooperative of Puget Sound which Kaiser~~ is only available to employees covered by this Agreement with modifications to benefit levels and costs from the ~~2023-24~~ plan year as identified herein; The City and the Union agree to split the Local 77 monthly health care premium costs; the City shall pay 90 percent and employees shall pay 10 percent of such costs.

Employees who elect Local 77 health care plans will receive coverage enhancements to comply with the requirements of the Patient Protection and Affordable Care Act, and the City will implement that following changes to copay costs:

**Aetna Preventative**

Office visit copay will increase from \$5 to \$10

Retail Rx copay will increase from \$5/10/25 to \$10/20/40

Mail Rx copay will increase from \$10/20/50 to \$20/40/80

**Aetna Traditional**

Retail Rx copays will increase from \$8 to \$15

Mail Rx copays will increase from \$16 to \$30

**Group Health Kaiser Standard**

Office visit copays will increase from \$5 to \$10

Retail Rx copays will increase from \$5 to \$10

Mail Rx copays will increase from \$15 to \$30

and which is in effect upon the execution of this Agreement by both parties; or

- B. The medical care contracts between the City, Aetna and ~~Group Health Cooperative of Puget Sound Kaiser~~ provided to “Most Employees” health care plan, enhanced for Local 77 members to comply with the requirements of the Patient Protection and Affordable Care Act. Employees who elect such plan will have the current (as of 2/18/14) cost sharing arrangement as other participants in the “most employees” health care plan in years 2-~~34~~ of this agreement. Employees who elect the “most employees” health care plan may not elect to return to the health care plan contracts identified in Article 12.3 A.
- C. The City will hold an open enrollment period as soon as practicable after signature of this agreement so that union members may elect coverage of health care plans. This shall be considered the open enrollment period in 20~~24~~~~14~~.

12.3.1 —The City will not revise the benefits of the plans identified in article 12.3 A for this Bargaining Unit except by mutual agreement with the Union. The deductibles, coinsurance levels, copay amounts and other cost sharing terms of these plans will not be revised except by mutual agreement by the Union and the City.

- A. There will be an annual open enrollment period for IBEW, Local 77, Bargaining Unit members.
- B. Time or other conditions that have served to satisfy pre-existing medical condition provisions of any of the health care plans offered by the City will apply to other plans



offered by the City when an employee chooses to change plans during the open enrollment period.

- 12.3.2 If the City offers new health care plans or other optional benefit programs, these will be offered on a voluntary basis to IBEW, Local 77. These programs may be re-bid to ensure quality and cost effectiveness. If these optional programs are no longer offered to City employees, they will no longer be offered to IBEW, Local 77.
- 12.3.3 —If the City terminates a health care plan it provides at its discretion and an employee (or a dependent covered by the employee’s health care plan) is undergoing prescribed treatment for a health care condition at the time of the plan termination, the employee or family member will be permitted to continue with that treatment program with the HMA Traditional, Aetna Preventative self-insured plans or Group Health Standard program if chosen, until that treatment is completed, provided the employee notifies the City of Seattle health care Program Manager in writing of this fact on the open enrollment change form. This provision will not serve to add to or subtract from any benefit plan provisions.
- 12.4 —Dental Care – During the term of this Agreement, the City shall provide a Dental Care Program to all eligible employees and their dependents under conditions of the dental care contract between the City and Washington Dental Service (or a similar program mutually agreed upon) which is applicable to employees covered by this Agreement and which was in effect upon the date of execution of this Agreement by both parties. The City shall pay one hundred percent (100%) of the monthly premium for dental care coverage.
- 12.5 —Vision Care – During the term of this Agreement, the City shall provide a Vision Care Program to all eligible employees and their dependents under conditions of the vision care contract between the City and Vision Service Plan (or a similar program mutually agreed upon) which is applicable to employees covered by this Agreement and which was in effect upon the date of execution of this Agreement by both parties. The City shall pay one hundred percent (100%) of the monthly premium for vision care coverage.
- 12.6 —Effective 20~~12~~23, the maximum City share of the monthly premium for the medical plans identified in Article 12.3 A of this agreement shall be ninety percent (90%) and the maximum Employee share shall be ten percent (10%) of the total premium costs. Employees who elect a health care plan provided under Article 12.3 B of this agreement will have the same premium sharing arrangement as other employees in the most employees’ health care plan.
- 12.6.1 —The maximum monthly medical, dental and vision care premiums per covered employee, including his/her dependents, the City shall assume, shall be no less, but no more than the City’s share of premium rates established for the calendar year 20~~12~~23, but not to exceed the maximum limitation on the City’s monthly premium obligation per calendar year as set forth within this Article.
- 12.7 —If a carrier(s) is unable or unwilling to maintain a major benefit now covered under the

plans in Sections 12.3, 12.4, and 12.5, the parties to this Agreement shall enter into immediate negotiations over selection of a new carrier and/or modification of the existing plan.

- 12.7.1 —If state and/or federal health care legislation is enacted, the parties agree to negotiate the impact of such legislation. The parties agree that the intent of this Agreement to negotiate the impact shall not be to diminish existing benefit levels and/or to shift costs.
- 12.8 —During the term of this Agreement, the City and the Union may mutually agree to eliminate the insurance carrier for any of the medical, dental or vision benefits covered above and provide an alternative plan either through self-insurance or a combination of self-insurance and carrier provided benefits; provided such change maintains substantially the same level of medical, dental or vision benefits and is more cost effective.
- 12.9 —Long Term Disability – The City will provide a Long-Term Disability Insurance (LTD) program for all eligible employees for occupational and non-occupational accidents or illnesses. The City will 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 \$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%) for the remainder of the employee's base monthly wage (up to a maximum \$8,333 per month). Benefits may be reduced by the employee's income from other sources as set forth in the Plan Description. The provisions of the plan shall be further and more fully defined in the Plan Description issued by the Standard Insurance Company.
- 12.9.1 —During the term of this Agreement, the City may, at its discretion change or eliminate the insurance carrier for any of the 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.
- 12.9.2 —The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2024~~3~~, for the Base Plan, but not to exceed the maximum limitation on the City's premium obligation per calendar year as set forth within this Section.
- 12.10 —VEBA Benefit: Upon retirement, thirty-five percent (35%) of an employee's unused sick leave credit accumulation shall be transferred to a VEBA account (as described below) to be used according to Internal Revenue Service (IRS) regulations on the day prior to their retirement. Upon the death of an employee, either by accident or natural causes, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to their designated beneficiary. However, if an employee is eligible for retirement and chooses to vest their funds with the Retirement System at the time they leave City Employment, they will lose all sick leave credit and not be eligible to receive the twenty five percent (25%) cash out.

Employees who are eligible to retire shall participate in a vote administered by the Union to determine if the Voluntary Employee Benefits Association (VEBA) benefit shall be offered to employees who elect to retire. The VEBA benefit allows employees who are eligible to retire from City Service to cash out their unused sick leave balance upon retirement and place it in a VEBA account to be used for post-retirement healthcare costs as allowed under IRS regulations.

Eligibility-to-Retire Requirements:

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

For purposes of identifying all potential eligible-to-rotate employees, the City shall create a list of members who are in the City’s HRIS system at age 45 or older and provide this list to the Union so that the Union can administer the vote. If the eligible-to-rotate members of the bargaining unit vote to accept the VEBA, then all members of the bargaining unit who retire from City service shall either:

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

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

If the eligible-to-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 cash out into a VEBA account. Instead, these members shall have two choices:

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

12.11 —Sabbatical Leave: Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code Chapter 4.33.

12.12 —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-retain criteria may cash out their sick leave at 25% in accordance with the sabbatical benefit.

**ARTICLE 13. LEAVE OF ABSENCE and EMERGENCY LEAVE**

- 13.1 —If employees request time off in addition to their regular time off, such request may be granted without pay as provided by City Personnel Rules.
- 13.2 —One (1) day, ~~for a total of eight (8) hours,~~ emergency leave per Agreement year without loss of pay may be taken with approval of the employee's supervisor and/or department head 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 an unforeseen occurrence with respect to the employee's household, either of which necessitates immediate action on the part of the employee. The "immediate family" is limited to the spouse, domestic partner, children and parents of the employee. The "household" is defined as the physical aspects of the employee's residence. Emergency leave may be used in one (1) hour increments.

## ARTICLE 14. APPRENTICESHIP

14.1 —The City of Seattle, Washington Standards of Apprenticeship developed by the City of Seattle Joint Apprenticeship Training Committee are hereby recognized. This conforms to the provisions of the City Charter.

Both City Light and the Union recognize that the Washington State Apprentice and Training Council (herein after referred to as the WSATC) has the authority to develop, administer and enforce apprenticeship program standards for the operation and success of apprenticeship and training programs and may change its rules, policy, and/or administrative practices. Upon WSATC notification of those changes, such rules, policy and/or administrative practices shall be recognized as part of this Agreement unless specifically addressed under Section 14.2.

14.2 —Application of the standards and detailed procedure for the operation of the program, (including, but not limited to, work processes, apprentice rotation, changes to work schedule and administrative standards as defined in WAC 296-05-003), shall be worked out by the Electrical Crafts Apprenticeship Committee (herein after referred to as the ECAC), recommended to the City of Seattle Joint Apprenticeship Training Committee (herein after referred to as the JATC), and, when approved by the JATC, be recognized as a part of this Agreement. The areas and hours of training for all the apprenticeships may be changed upon recommendation of the ECAC and approved by the JATC and the WSATC.

14.3 —Rules, regulations and requirements concerning Apprentices shall be furnished to employees and will be made available as provided in Section 25.1 of Article 25.

14.4 —All apprentices who have passed the journey level exam and satisfactorily completed the requirements for the Apprentice Program shall be granted journey level classification and status. Classification seniority for bidding purposes shall begin one (1) calendar year previous to the day the apprentice completes his/her apprenticeship. This Section does not guarantee any employment right beyond that of any other employee in the Bargaining Unit.

In cases where two (2) or more apprentices complete the program simultaneously, the following criteria shall be used to break ties, in the following descending order:

- a. Seniority in classification (per Schedule "A" title)
- b. Seniority in City Light Department
- c. Examination score
- d. Seniority in City of Seattle
- e. Such other criteria as established by the Joint Labor Management Committee, in the event that there is still a tie between two or more bidders for the same specific purpose.

14.5 —The following rules, some of which are covered in the City of Seattle Apprenticeship Standards, apply:

a. Lineworker Apprentices

1. Lineworker Apprentices (Period 1 through 5) where practical, should be rotated from crew to crew approximately every three (3) months or more often; those in Period 6 and 7, where practical, approximately every six (6) months or more often.
2. Lineworker Apprentice training shall include the type of work reflected in the Standards of Apprenticeship adopted by the JATC, approved by the WSATC, October 22, 2004, Work Processes section, Lineworker subsection, or most current version.
3. Lineworker Apprentices shall be required to practice and be trained in safe and proper climbing techniques, and pole-top and vault rescue.
4. Unless decided otherwise pursuant to 14.1 and 14.2 above, Lineworker Apprentices shall be given adequate climbing instruction with a minimum of forty (40) hours (one week), but not to exceed eighty (80) hours (two weeks), before beginning work with the crews. This training shall be during regular working hours.

b. Electrician Constructor Apprentices

1. Electrician Constructor Apprentice training shall include the type of work reflected in the Standards of Apprenticeship adopted by the JATC, approved by the WSATC, October 22, 2004, Work Processes section, Electrician Constructor subsection, or most current version.
2. Electrician Constructor Apprentices will be trained on safe and proper techniques for bucket-based pole top, tower and vault rescue.
3. The Electrician Constructor Apprentice Program will be modified to provide a common base from which the new combined classification workforce (Electrician Constructor and Substation Operator) will emerge. Operators' duties, tasks and responsibilities will be incorporated into the third and fourth years of the Electrician Constructor Apprenticeship program. ECAC will report the amended standards back to the JLMC prior to submitting them to the JATC.

c. Cable Splicer Apprentices

1. Cable Splicer Apprentice training shall include the type of work reflected in the Standards of Apprenticeship adopted by the JATC, approved by the WSATC, October 22, 2004, Work Processes section, Cable Splicer subsection, or most current version.

2. Cable Splicer Apprentices shall be required to practice and be trained in safe and proper techniques and be competent in bucket-based pole top and vault rescue.

d. Meter Apprentices

1. Meter Apprentice training shall include the type of work reflected in the Standards of Apprenticeship adopted by the JATC, approved by the WSATC, October 22, 2004, Work Processes section, Meter Electrician subsection, or most current version.
2. Meter Apprentices shall be required to practice and be trained in safe and proper techniques in bucket-based pole top and vault rescue.

e. General

1. Within one (1) week after each ECAC meeting, the approved minutes of the previous meeting shall be distributed electronically to each apprentice falling under the jurisdiction of that Committee. Matters of a strictly confidential or personal nature will be omitted from such distributed minutes.

Within thirty (30) days after each JATC meeting, the approved minutes of the previous meeting shall be distributed electronically to each electrical apprentice falling under the jurisdiction of that Committee, and a copy of such minutes shall also be furnished, at that time, to each interested City Light Department general supervisor, and to IBEW, Local 77. Matters of a strictly confidential or personal nature will be omitted from such distributed minutes.

Apprentices shall have computer training and access to review these minutes.

2. Each apprentice shall enroll in and attend classes in subjects related to the employee's trade for not less than four (4) hours weekly for a total minimum of 144 hours per year during the term of apprenticeship, when such classes are made available by the public schools and approved by the State Board of Vocational Education.
3. Adequate safety training will be given in the related classes so each apprentice will be fully informed on safety practices. Failure on the part of the apprentice to show regular attendance at classes will be deemed sufficient cause for dismissal from the entire training system.
4. Apprentices shall receive, at least quarterly, a true copy of every progress report made on them, including quarterly progress reports.



14.6 —Employees entering the apprenticeship (or pre-apprenticeship) from a regular City position in the electrical trades, or a IBEW, Local 77 represented position, shall enter that apprenticeship (or pre-apprenticeship) at the closest next higher pay step to the step currently being paid. Such step placement shall not result in a loss of pay unless the step the employee received prior to entering the apprenticeship exceeds the journey level pay of that appropriate journey level classification. In any case, the maximum pay for an apprentice shall not exceed the journey level pay of that classification. Those persons starting at other than the first period rate shall remain at their entry rate (other than cost of living increases) until such time as their progress through the apprenticeship will result in a wage increase.

## ARTICLE 15. HOURS OF WORK

- 15.1 —The standard work week shall consist of five (5) consecutive standard workdays of eight (8) hours each, aggregating forty (40) hours per week, and shall be scheduled Monday through Friday (except where such other schedules may have been previously established, and where changes in existing or other previous established schedules are contemplated, and such changes are mutually agreed upon by the signatories to this Agreement, and except where provided for elsewhere in this Agreement).
- 15.2 —Employees employed outside the Department's distribution area, and operating employees employed in a powerhouse, a power dispatching headquarter, or substation inside the distribution area, may work schedules providing for ten (10) consecutive workdays of eight (8) hours each and four (4) consecutive days off, or other work schedules which may have been previously established; and, where changes in existing schedules are contemplated, such changes shall require mutual agreement between the parties signatory to this Agreement, providing for a longer period of consecutive workdays with corresponding increase in days off. Such scheduled employees may, with the consent of the proper supervisors, be permitted to change shifts on any day among themselves, provided such change does not result in additional expense to the Department.
- 15.3 —The standard workday shall consist of eight (8) hours, exclusive of the meal periods, in any twenty-four (24) hour period, without regard to any particular shift or the number of shifts which may be scheduled. For the purpose of payroll accounting, the workday shall begin at 12:01 a.m. The hours of work for one (1) shift per day, or for morning shift where there is more than one, shall ~~normally be from 7:45 a.m. to 4:15 p.m.~~ generally start at either 6:30 a.m. or 7:00 a.m. with one-half (1/2) hour off for lunch. Whenever it is found necessary to meet Department needs, hours of duty may also be scheduled to cover ~~for the period between 4:15 p.m. and 7:45 a.m. during off hours;~~ or the hours of standard work shifts may be varied, provided that notice of such variation shall be given as far in advance as practically possible, and provided further that no variation shall be made solely for the purpose of avoiding overtime payment to employees who would otherwise be entitled thereto.
- 15.4 —If work to be done on any specified job shall require a longer period than ten (10) workdays, such work may be organized on a shift basis. In that case, employees will be paid at the regular straight time wage for any eight (8) hour shift; and working conditions governing regular working hours shall prevail for any eight (8) hour shift. If any specified job is completed in less than ten (10) workdays, employees will be paid at the prevailing overtime rate provided, however, the overtime rate shall only apply to those employees who have been switched from the day shift to a swing or graveyard shift or vice versa. No work shall be performed under these conditions which can reasonably be done during regular working hours.

- 15.5 —Compensatory Time in Lieu of Overtime Pay will be allowed using the following procedures, as addressed in SCL Policy and Procedure 500 P II-297 effective on June 1, 1998, or as mutually revised:
- 15.5.1 —The accrual and use of compensatory time shall be by mutual agreement between eligible employee and appropriate supervisor.
- 15.5.2 —Authorized compensatory time shall be earned at the rate equivalent to the overtime rate specified in Section 16.2
- 15.5.3 —Scheduling the use of any compensatory time will be by mutual agreement of the employee and their supervisor.
- 15.5.4 —A written record of compensatory time earned and used shall be maintained by the City.
- 15.5.5 —Compensatory time may be accumulated up to a maximum of ~~sixty four~~eighty (8064) hours (~~3402~~ hours at the double time rate) in any one contract year.
- 15.5.6 —Authorized accumulated compensatory time hours (not to exceed the maximum allowable balance) will be cashed out upon separation from employment with the City Light Department. Authorized accumulated compensatory time hours will be cashed out upon transfer or promotion to an ineligible title. ~~Employees with more than 64 hours of compensatory time shall be cashed out for all hours over 64 by April 1<sup>st</sup> 2015.~~

## ARTICLE 16. OVERTIME

- 16.1 —"Overtime work" is defined to be work over eight (8) hours in a twenty-four (24) hour period or over forty (40) in a given workweek.
- 16.1.1 —Scheduled overtime- relates to employees instructed before quitting time or notified at least twelve (12) hours in advance of starting time, to report for overtime work at a stated hour.
- 16.1.2 —Unscheduled overtime- relates to employees who are requested, without notice as defined in "scheduled overtime", to report for overtime work.
- 16.1.3 —Call out pay- Employees shall receive an amount not less than the equal of four (4) hours of straight time pay each time called out from their homes at times other than regular working hours. They shall be paid the overtime rates from the time they leave home until they return to their homes, except no pay shall be allowed while eating or sleeping; provided, however, that if employees are notified as defined in 16.1.1, they shall be paid only from the time they report to headquarters until the time of their return to headquarters, but in any event not less than the equal of four (4) hours of straight-time pay. Crew Chiefs will call crews as soon as practical. City Light and the Union will work together in the implementation of technology to automate the call-out process in the future.~~Employees shall receive an amount not less than the equal of four (4) hours of straight time pay each time called out from their homes at times other than regular working hours. They shall be paid the overtime rates from the time they leave home until they return to their homes, except no pay shall be allowed while eating or sleeping; provided, however, that if employees are notified as defined in 16.1.1 they shall be paid only from the time they report to headquarters until the time of their return to headquarters, but in any event not less than the equal of four (4) hours of straight time pay.~~
- 16.2 —Overtime for all employees shall be compensated for at the rate of double (2) time except as follows: Employees regularly scheduled to work on any recognized paid holiday shall be paid for the holiday in addition to one and one-half (1½) time their straight-time pay for working the shift. Employees in classifications whose functions do not normally require holiday work, but who are specifically called for emergency shall be paid at the double (2) time rate for the actual hours worked, in addition to holiday pay. No combinations of payments to employees shall exceed three (3) times the regular rate of pay, except as provided in Section 28.7 for "High Climb." Employees may be required to work overtime when requested.

## ARTICLE 17. WAGE RATES

- 17.1 —The Department agrees to pay to its employees, and the Union agrees that its members employed by the Department will accept, the wage scales for the various classifications set forth and contained in Schedule "A" of this Agreement.
- 17.1.1 —The base wage rates **effective on January 23, 20213**, shall be computed to reflect a 2.75% percentage increase, ~~equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June 2012 over the same index for June 2011; provided, however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). 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 2011—June 2012 as published by the Bureau of Labor Statistics.~~The resulting percentage increase shall be rounded to the nearest tenth (10<sup>th</sup>) of a percent.
- 17.1.2 —The base wage rates **effective on January 23, 20214**, shall be computed to reflect a 2.04.5% percentage increase, ~~equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June 2013 over the same index for June 2012; provided, however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). 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 2012—June 2013 as published by the Bureau of Labor Statistics.~~The resulting percentage increase shall be rounded to the nearest tenth (10<sup>th</sup>) of a percent.
- 17.1.3 —The base wage rates **effective on January 23, 20215**, shall be computed to reflect a percentage increase equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June 20214 over the same index for June 20213; provided, however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven-four percent (47%). 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 20123 – June 20214 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10<sup>th</sup>) of a percent.
- ~~17.1.4 —The base wage rates **effective on January 23, 2016**, shall be computed to reflect a percentage increase equivalent to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton area Consumer Price Index for June 2015 over the same index for June 2014; provided, however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). 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 2014—June 2015 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10<sup>th</sup>)~~

~~of a percent.~~

- 17.1.465 —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.
- 17.2 —Every employee upon first appointment or assignment shall receive not less than minimum rate of the salary range fixed for the position.
- 17.2.1 —Unless otherwise specified in this Agreement or applicable Standards of Apprentices, 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 (1) month's service for each month of full-time employment, including paid absences.
- 17.2.2 —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.
- 17.2.3 —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 paragraph, 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.
- 17.2.4 —Any increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.
- 17.2.5 —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 17.2.1 of this Article.
- 17.3 —As a matter of general personnel administration, employees can be expected to assume responsibilities and perform duties within their craft above or below their classifications, in a relief capacity or for a portion of their time, except where contrary to current practices.

- 17.4 —Effective January 23, 2006 shift differential pay will be three dollars and twenty five cents (\$3.25) per hour added to the base rate. An employee who is regularly scheduled to work shifts other than regular dayshift hours (first shift), unless agreed otherwise between the parties, shall receive shift differential for all hours worked.
- 17.4.1 —Employees on vacation, sick leave, industrial injury and light duty (day shift) shall not receive shift differential. It is understood that shift differential stays with the shift and not with the individual.
- 17.4.2 —Shift extensions before and after the regular work shift other than day crews (first shift) will be paid at the double (2) time rate of pay plus the shift differential.
- 17.4.3 —All hours worked on shift work relief for vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignments, and/or special assignment will be paid at the double (2) time rate of pay plus the shift differential.
- 17.4.4 —Employees working a twelve (12) hour dayshift will receive the shift differential for the last four (4) hours of the shift.
- 17.4.5 —Shift differential will be paid for all shift hours worked in accordance with Section 15.4.
- 17.4.6 —All other overtime, whether scheduled or by callout, will be paid at the double (2) time rate of pay only.
- 17.4.7 —This shift differential pay is included as compensation on which retirement system contributions are calculated and made by the employee and by the City, except in overtime situations.
- 17.4.8 —Shift personnel will have access to safety meetings, training opportunities and Union representation.

## ARTICLE 18. SUBSISTENCE

- 18.1 —When employees are required by the Department to travel more than thirty (30) miles from their normal headquarters (except to Bothell Substation or Cedar Falls for employees normally headquartered within the Seattle area) they shall receive a meal allowance at the Federal Per Diem rate if travel occurs during a meal period. When overnight lodging away from the employee’s home is required, it shall be reimbursed up to the Runzheimer rate. This does not preclude the Department from making special accommodations available for outage restorations. Accommodations, other than outage restoration, will be equivalent to the Runzheimer rate in quality, or best available, when the Runzheimer standard cannot be met.
- 18.2 —When an employee, crews, or any part of a crew or crews, are staying overnight at the Skagit, they shall be provided housing at the Skagit when available, otherwise Section 18.1 will apply.
- 18.3 —In order to cover personal incidental expenses during periods away from home, a payment of two (2) additional hours at the normal rate of pay for each night of required absence from their regular place of employment shall apply.
- 18.4 —When attending a conference and/or training on an employee’s regular workday, the employees are expected to adjust their hours for normal daily training and/or conference sessions.
- 18.4.1 —If the conference and/or training is scheduled and exceeds eight (8) hours per day, the employee shall be compensated at the overtime rate of pay for those hours in excess of said eight (8) regular hours (excluding meals).
- 18.4.2 —Travel to and/or from the employee’s regular headquarters to a conference and/or training location shall be considered part of the employee’s normal workday. Any time consumed for travel outside of the normal working hours shall be compensated at the overtime rate of pay.
- 18.5 —Travel Pay-Nothing in this article and this collective bargaining agreement is intended to supersede the provisions laid out in Washington State Court of Appeals decision No. 5498-9-II nor WAC 296-126-002(8).
- 18.6 —During the term of this agreement, the parties agree to a reopener for Runzheimer rates related to FAS Draft Policy.



## ARTICLE 19. MEAL PERIODS AND MEAL PAYMENTS

- 19.1 —All overtime meal payments, whether the meal is taken or not, shall be receipt-less and paid at the Eighty Two point Five percent rate (82.5%) as listed in Schedule “A” on the employee’s check.
- 19.2 —In general, and except as otherwise provided herein, the regular meal periods shall be at 6 a.m., 12 noon, 12 midnight, and 6 p.m. Employees required to work during a regular meal period shall receive the overtime rate of pay for such portion of the meal period that they work. The amount of time used from the regular eight (8) hour day for the meal shall then be deducted from the regular work day time in computing the day's compensation.
- 19.3 —When employees are on overtime work they will be compensated for meals as described below, unless returned to headquarters before meal time, or except when notified before regular quitting time, or at least twelve (12) hours in advance of the starting time, in which event they shall furnish their own 12 noon or 12 midnight meal.
- 19.3.1 —Employees working up to a meal period on unscheduled overtime shall be paid at the Eighty Two point Five percent rate (82.5%) as listed in schedule “A” for payment of the meal.
- 19.3.2 —If overtime is to continue through or after a regular meal period and is ninety (90) minutes or more in duration, the department shall pay employees for the meal, except when the department furnishes the meal at or from its own mess hall. The 6 a.m., 12 noon, 12 midnight and 6 p.m. meals will be paid at the Eighty Two point Five percent rate (82.5%) as listed in Schedule “A”.
- 19.4 —When an employee is called out to work unscheduled overtime prior to the 6 a.m. meal period and continues to work past the 12 noon meal period the Department shall pay the employee for the 12 noon meal.
- 19.5 —Meal payment for shift employees on unscheduled overtime shall be provided as set forth in Sections 19.5.1, 19.5.2, 19.5.3, and 19.5.4.
- 19.5.1 —The term "shift employees" refers to those employees subject to shift rotation or who regularly work either evening or night shifts. It also refers to all employees working other than the standard work day, and standard work week, as defined in the Agreement.
- 19.5.2 —Meals and meal periods for unscheduled hours worked either before or after a normally scheduled shift (shift extension) shall be as follows:
- a) The meal period will start ninety (90) minutes prior to the regularly scheduled beginning of a shift; the meal will be paid at the Eighty Two point Five percent rate (82.5%) as listed in Schedule “A” .

- b) The meal period will be ninety (90) minutes after the end of a regularly scheduled shift. Working beyond the start of this meal period will entitle the employee to a meal paid at the Eighty Two point Five percent rate (82.5%) as listed in Schedule “A” rate.
- c) All succeeding shift meal periods will be in six (6) hour increments and will be paid at the Eighty Two point Five percent rate (82.5%) as listed in Schedule “A” rate.

19.5.3 —Mid-shift meals and meal periods for unscheduled overtime hours worked when called out shall be as follows:

- a) Four hours after the predetermined time for the start of the shift, the meal will be paid at the Eighty Two point Five percent rate (82.5%) as listed in Schedule “A” rate.
- b) All succeeding shift meal periods shall be in six (6) hour increments, and will be paid at the Eighty Two point Five percent rate (82.5%) as listed in Schedule “A” 82.5% rate.

19.5.4 —Employees working up to (but not into) a meal period on overtime shall be paid at the Eighty Two point Five percent rate (82.5%) as listed in Schedule “A”

**ARTICLE 20. UNION REPRESENTATIVES**

- 20.1 —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. On projects which are under military guard, the Department will cooperate with the Union officials in this regard as far as regulations will permit.
- 20.2 —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.
- 20.3 —Employees elected or appointed to office with the IBEW, Local 77 Union which requires a part or all of their time shall be given leave of absence of up to seven (7) years upon application. They shall not lose their seniority established with the Department at the time of the leave of absence.

**ARTICLE 21. STEWARDS**

21.1 —The Business Manager and/or Representatives shall have the right to appoint a Steward at any shop or on any job where employees are working under the terms of this Agreement. 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. The Department shall be furnished with the names of Stewards so appointed. Under no circumstances shall the Department 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 22. SAFETY AND HEALTH

- 22.1 —All work shall be done in a competent and Journeyworker like manner, and in accordance with the State of Washington Safety Codes. Where Department standards are more stringent than those called for as a minimum by State Construction Code, then the Department standards shall prevail.
- 22.2 —It shall not be considered a violation of this Agreement as described in Article 9 for an employee to refuse to work with unsafe equipment, where adequate safeguards are not provided or when the facilities and services are not being maintained in a sanitary condition. An employee who is involved in such a work stoppage shall not be disciplined or suffer any loss of wages for such action if one of the three conditions as described above actually prevailed at the time of the work stoppage. Any questions regarding the merits of safe vs. unsafe conditions shall be judged pursuant to Article 22.
- 22.3 —All employees whose work requires them to work on elevated structures or in vaults, manholes and handholes shall be instructed in a system of rescue and resuscitation at least once a year in order to become and remain proficient in its application. A record of such training and individual performance shall be kept. When Instructors of these rescue systems are selected from the IBEW, Local 77 Bargaining Unit, they shall be compensated at their regular rates of pay when receiving CPR Instructor training.
- 22.4 —The Department and Union recognize safe working conditions to be essential to the parties signatory to this Agreement. The employee has the duty and privilege of immediately reporting hazardous conditions to the employee's crew chief or supervisor. If not resolved at that level, the employee should submit a written safety suggestion. The Department 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.
- 22.5 —The Department will maintain an effective hearing conservation program. The program will include (a) noise exposure analysis, (b) control of noise exposure and (c) measurement of hearing through audiometric testing. Employees exposed to noise which equals or exceeds the limits specified in the Walsh-Healy Act will be audiometrically tested every eighteen (18) months or as often as stipulated in the Washington Industrial Safety and Health Act.
- 22.6 —The Department agrees to maintain an effective Safety Program. To accomplish this end, the Department agrees to the following:
1. The practice of safety shall have first priority in all Department activities.
  2. The Safety Unit or other appropriate work unit shall issue job orders for any matter pertaining to unsafe working conditions.

3. Those safety job orders pertaining to hazardous conditions affecting the personal safety of the Department personnel shall be given the first priority and those job orders pertaining to unsafe conditions which place an employee in immediate peril shall be completed in advance of any other work that may be pending on that job.
  4. The Department will develop and employ a professional safety staff. The majority of this professional staff shall be assigned exclusively to safety.
  5. Employees have the right to have safety and health inspections made at the job site and may have a representative present during the inspections.
  6. The Department shall post on all safety bulletin boards, with copies to the Union, any reports concerning the inspections which reveal hazardous conditions or toxic substances.
  7. Employees have the right to a safe working environment so that no employee suffers impaired health or diminished life expectancy. Dangerous substances and conditions shall be identified and posted.
  8. All plant facilities and mobile equipment shall be designed or selected with employees' safety as a paramount consideration.
  9. A Safety Advisory Committee composed of three (3) members of the Union and three (3) members of the Department shall be established. The Committee shall meet at least quarterly to review the effectiveness of the Department's Safety Program.
  10. When a safety watch is required, the person assigned shall be a journey level Lineworker, Cable Splicer or Electrician Constructor as appropriate to the type of work being performed. The responsibility of this person shall be to function as a safety watch.
- 22.7 —After an electrical contractor has completed any new underground or overhead distribution installation, the final primary (4 kV and over) termination tap or connection required to energize the system shall be made by the appropriate union-recognized classification in accordance with this Agreement.
- 22.8 —The Union shall be notified of serious injury or fatal accident involving an employee covered by this Agreement, and the Union may, at its discretion, have at least one (1) representative from the Bargaining Unit at all investigations of such accidents. The Union Representative's supervisor must be notified before the representative leaves work for this purpose. Work time involved by the Union's representative shall be paid by the Union. Department accident or injury reports of such investigations shall be available to the Union, and the monthly Safety Accident and Industrial Illness Report shall be provided to the Union.

22.9 —Safety meetings shall be scheduled monthly (except as provided for in Article 29, Working Rules for Operating Personnel Working in Substations) and shall be on Department time, but shall be so arranged that the employees can report to their headquarters prior to the meeting and travel to and from such safety meetings in Department equipment and on Department time. Employee’s attendance shall be compulsory.

**ARTICLE 23. WORK OUTSIDE OF CLASSIFICATION IN EMERGENCIES**

- 23.1 —In cases of extreme emergencies, employees may be required to perform work outside of their classification. In such a case the employees affected shall, whenever practicable, be under the direct supervision of a Crew Chief, or other employee regularly performing this work.
- 23.2 —For the purpose of definition in this Agreement, "emergency" shall mean an unforeseen occurrence endangering life, limb and/or property as determined by the person-in-charge.



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## ARTICLE 24. UNEMPLOYMENT COMPENSATION

24.1 —When and if members of IBEW, Local 77 covered by an agreement between themselves and the City of Seattle, City Light Department cease to be covered by the Federal and State law requiring City of Seattle, City Light Department participation in an unemployment compensation program, the City of Seattle, City Light Department, will implement a self-insured form of unemployment compensation for employees covered by this Agreement.

The unemployment compensation will meet the following criteria:

24.1.1 —Provide coverage for full-time employees who have completed one (1) continuous year of service with the City immediately preceding such 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 (1) year requirement.

24.1.2 —Coverage will only apply to those employees who are laid off.

24.1.3 —Employees who are receiving compensation under this program must provide evidence of actively seeking employment.

24.1.4 —The weekly benefit will be the same as the State of Washington Unemployment Compensation Program, but shall be good for twenty-six (26) weeks only (no extended benefits).

24.1.5 —When and if the City of Seattle is required by Federal or State law to participate in any unemployment compensation program or finance unemployment compensation benefits, the City of Seattle's obligation to any employee under Section 24.1 will cease as long as the weekly benefit amount under said Federal or State law is equivalent to or exceeds the weekly benefit amount specified under Section 24.1. If the weekly benefit received under the Federal or State mandated program is less than that provided under Section 24.1, the City of Seattle shall supplement the payments made pursuant to Federal or State law to the extent that the unemployment compensation weekly benefit would equal that provided under Section 24.1.

24.1.6 —Under no circumstances shall an employee be entitled to the City of Seattle unemployment compensation benefit while drawing a similar benefit from another source.

Summary Att 1 – Bill Draft Local 77 Agreement  
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**ARTICLE 25. BULLETIN BOARDS**

25.1 —Bulletin boards shall be maintained at all permanent headquarters and shall be available to the signatory Union for posting of official Union bulletins.



## ARTICLE 26. GENERAL AND MISCELLANEOUS

- 26.1 —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.
- 26.2 —No wage rate, reasonable condition or privilege not inconsistent with this Agreement presently enjoyed by any classification of employees covered by this Agreement shall be reduced because of the signing of this Agreement.
- 26.3 —Employees relieved from duty except for cause during the first half of the day or shift shall receive not less than one-half (1/2) day's pay; if relieved from duty except for cause after having been on duty more than one-half (1/2) day, they shall receive a full day's pay, unless relieved at their own request.
- 26.4 —The Union signatory to this Agreement shall have the option or privilege of payroll deductions for Union dues in compliance with Department regulations.
- 26.5 —Industrial Injury or Illness: In August of 1991, the City Council enacted an ordinance revising this benefit. The provisions are reflected in the following language which replaces language which became null and void per the 1991-94 Agreement.

Any employee who is disabled in the discharge of his/her duties and if such disablement results in absence from his/her 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.

- 26.5.1 —Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to his/her 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 his/her 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 26.5.

- 26.5.2 —Such compensation shall be authorized by the Personnel Director or his/her 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.
- 26.5.3 —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 26.5. 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 Sections 26.5 and 26.5.1.
- 26.5.4 —Any employee eligible for the benefits provided by SMC 4.44 whose disability prevents him/her from performing his/her regular duties but in the judgment of his/her physician could perform duties of a less strenuous nature, shall be employed at his/her 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 Personnel Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.
- 26.5.5 —Sick leave shall not be used for any disability herein described except as allowed in Section 26.5.1.
- 26.5.6 —The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.
- 26.5.7 —Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 R.C.W.
- 26.6 —A qualified City Light Journeyworker shall review at appropriate intervals during construction and prior to energization, electrical portions of all underground, all overhead, and all station projects undertaken by contractors for the Department within the City Light service area. ~~Underground Network~~ work shall be reviewed by a Journeyworker Cable Splicer, ~~Overhead~~ work shall be reviewed by a Journeyworker Lineworker, and station work shall be reviewed by a Journeyworker Electrician Constructor. ~~Underground URD work may be reviewed by either a Journeyworker Lineworker or a Cable Splicer.~~ Direct burial facilities installed by contract may be reviewed by any of the Journeyworker classifications as covered by Section 31.17.

The Journeyworker selected to review the contractor's job shall become familiar with the electrical system to insure that no undue hazard exists so far as future maintenance is concerned. The Journeyworker shall have the responsibility and authority to point out and/or report any condition or situation that would render the job unsafe. A copy of these reports

shall be turned in to the Supervisor of the appropriate Division. Should it be necessary to leave a job in a temporary or unsafe condition for a short period of time, the Department shall post a report of such condition on the safety bulletin boards in the appropriate Division.

The Department agrees that conditions which are documented as unsafe will be corrected before work is accepted for regular operation and maintenance.

A copy of the City Light Inspection Division's authorization to energize shall include the name of the Journeyworker who reviewed the construction and shall be furnished to the Supervisor of the appropriate Division and the Power Dispatcher. In order to review the contractor's job, the Journeyworker selected may be required to work the same hours as the contractor's employees and shall not be paid overtime except when working more than an eight-hour day. As used in this Section, the term "Journeyworker" shall also include the appropriate Crew Chief.

26.7 —Electrical Trades Trainees shall be included in the Bargaining Unit. It is understood and agreed that the Electrical Trades Trainee position is a training position in which the Electrical Trades Trainee is trained in all phases of an Electrical Helper's job. The concept is that under direction and guidance, the Electrical Trades Trainee will perform tasks as needed to learn the safest, best and most efficient method to do an Electrical Helper's job. The job site portion of this learning process will be under the direct guidance of a regular helper with participation by the Journeyworker and/or Crew Chief.

It is further understood that the Electrical Trades Trainee will in no way replace or substitute for a regular Helper.

26.8 Journeyworkers in all classifications shall receive the training required to perform all aspects of their job.

26.9 —CORRECTION OF PAYROLL ERRORS:

The Parties agree to establish a new Section 26.8 of the current collective bargaining agreement as follows:

Correction of Payroll Errors – In the event Management has been notified there has been an error in employee's paycheck, and the error is not in dispute, an underpayment shall be corrected within two (2) pay periods. Corrections not made within two pay periods shall be paid by separate check within two days of not receiving such payment and at the request of said employee and, upon written notice, an overpayment shall be corrected as follows:

A. If the overpayment involved only one (1) paycheck;

1. By payroll deductions spread over two (2) pay periods; or
2. By payments from the employee spread over two (2) pay periods.

B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll



deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars (\$25) per pay period.

C. If an employee separates from the City service before an overpayment is repaid, any remaining amount due the City will be deducted from the employee's 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.

E. Delays in correcting payroll errors shall be resolved through the contractual Labor Management process.

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**ARTICLE 27. SAVINGS CLAUSE**

27.1 —Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof; provided, however, upon such invalidation that parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

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## ARTICLE 28. GENERAL WORKING RULES

- 28.1 —The Working Rules contained herein, and not inconsistent with the provisions of this Agreement, are hereby adopted, and will remain in effect until modified or amended. Any changes in the Working Rules between the Department and the local Union signatory hereto shall be promulgated in the form of schedules supplementary to and incorporated in this Agreement.
- 28.2 —Employees shall receive an amount not less than the equal of four (4) hours of straight-time pay each time called out from their homes at times other than regular working hours. They shall be paid the regular overtime rates from the time they leave home until they return to their homes, except no pay shall be allowed while eating or sleeping; provided, however, that if employees are notified before leaving their regular daily work to report for duty after regular working hours, they shall be paid only from the time they report to headquarters until the time of their return to headquarters, but in any event not less than the equal of four (4) hours of straight-time pay.
- 28.2.1 —Employees will be paid car mileage as covered in Section 26.1 if they are required to furnish their transportation to and from their homes on a callout as described in Section 28.2. No mileage payment will be made if the employees are notified before leaving their regular daily work to report for duty after regular working hours.
- 28.3 —Employees on overtime pay before the start of their regular shift, who have enough of such overtime to equal eight (8) hours or more of regular time rate of pay, shall have eight (8) consecutive hours of relief before being returned to regular straight-time rate of pay, and such employees may be relieved from duty for the day after having earned at least ten (10) hours' straight-time pay. The employees/crew may choose to work one-half of their next regular shift at the overtime rate of pay. After the involved employees have realized compensation equal to their regular shift pay, their supervisor may release them from duty for the remainder of their shift. Alternatively, the employees may at their option use sick leave to compensate for the required time off from their regular scheduled shifts.
- 28.4 —Employees called for duty less than four (4) hours before beginning of regular working hours, or their shift hours, shall be paid at the rate of double time (except intermission for meals) from the time they are called until the beginning of their regular working hours or shift hours. Regular hours or shift hours following shall be at straight time.
- 28.5 —Where the Department desires the transfer of employees from one shift to another, no loss in regular pay shall result and a nominal sixteen (16) hours off duty between shifts shall be allowed and the overtime rate shall be paid for all the time less than the nominal sixteen (16) hours off duty, except where otherwise agreed upon by the Department and the Union.
- 28.5.1 —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 the schedule for the old job ceases at the beginning of the new job.

- 28.5.2 —Nothing in this Section shall be construed to avoid the payment of overtime to an upgraded employee called back from scheduled time off to fill a higher position when the regular employee in that position is absent from work.
- 28.6 —When employees are transferred to any position in which they have had no previous experience, they shall be given a reasonable break-in period with an experienced employee in that position.
- 28.7 —All employees working on poles, towers, or suspension type platforms seventy-five (75) feet above ground or higher shall receive additional compensation while actually working at these heights. This additional compensation shall be at the straight time rate in addition to the normal rate in effect at the time the work is being performed. This rule shall not apply when employees are working on roofs of buildings where no exceptional hazard exists, nor does it apply to Lineworker (Testing Live Line Insulators over 7500 volts).
- 28.8 —Employees shall not be required to report before or after their regular work periods to other than their regular headquarters for the purpose of picking up vehicles or materials.
- 28.9 —Employees required to attend meetings called by the Department outside of regular working hours shall be paid overtime for those hours which are worked in addition to their regular shift. When attendance at departmental meetings cannot reasonably be scheduled during an employee's regular shift, such employee can be expected to attend as scheduled. An employee who has compelling reasons which make it unreasonable for the employee to attend a given meeting outside of the employee's regular shift shall discuss the situation with the supervisor as far in advance as possible so that alternate arrangements can be made. An employee's attendance at such meetings shall be scheduled at least seven (7) days in advance.
- 28.10 —When a job to be done has been given to an individual or crew and, after inspecting or attempting to do the job, it has been turned back unfinished, the reason for turning it back must be put in writing by the person so doing. Special note must be made of extraordinary hazards, and this information must be given to all persons or crews that are later requested to do the same job.
- 28.11 —Employees classified as Helpers will in no event be used as substitutes to replace Journeyworkers.
- 28.12 —Headquarters shall be where adequate toilet, washroom, lunchroom, and locker facilities are available to accommodate personnel assigned thereto, and where their tools and clothing may be kept in a safe, dry and warm place. Suitable privacy will be provided in the above facilities. All changes of headquarters for any work unit (bid position) shall first be reviewed by the Joint Labor Management Committee for compliance with this Article.

- 28.12.1 All employees shall be assigned to a headquarters which meets the definition of 28.12. Thereafter, they shall report to that place as their "normal work headquarters" at the beginning of the workday and shall be regarded as on duty. Travel from headquarters to job locations and back to headquarters shall be part of the employee's work time, and any transportation necessary shall be provided by the Department. Instead of reporting to their headquarters, employees may be directed to begin their regular work shift at a department designated location within the distribution area for training. Parking costs, supported by a receipt, shall be reimbursed by the Department.
- 28.12.2 —If the City Light Department undertakes a project within the distribution area which will occupy one (1) or more employees for a period of more than ten (10) days, one (1) or more employees may be required to report at the headquarters nearest the work project for the duration of the project. The employee shall (except for breakdown or emergency) receive at least five (5) workdays advance notice of a shift in a headquarters as covered in this paragraph. Upon completion of the project, the employees shall return to their "normal work headquarters." These headquarters shall meet the requirements of Section 28.12.
- 28.12.3 —When employees are required by the Department to do temporary work in a location outside of the area surrounding their normal headquarters, the following shall apply:
- a. If an employee is required to travel more than thirty (30) miles, Article 18 shall apply.
  - b. If an employee is required to travel thirty (30) miles or less, or to Bothell Substation or Cedar Falls, time consumed in traveling to and from Seattle and the work location shall be considered part of the workday. Any time consumed in this travel, outside of regular working hours, shall be at the overtime rate of pay.
  - c. The normal work week for those crews traveling may need to conform to the schedules at work locations they may be temporarily assigned to.
  - d. An employee regularly assigned to the Seattle distribution area shall not be assigned to work at any headquarters outside that area for more than thirty (30) working days out of any ninety (90) working days. Assignments may be extended by mutual agreement between the Union and the City.
  - e. Except for unanticipated occurrences, at least three (3) days notice shall be given the employee for assignment to work outside the Seattle distribution area.
  - f. For work assignments outside of the distribution area, transportation other than provided by the Department may be used provided this results in no additional cost to the Department.

- 28.12.4 Employees laterally transferred or accepting promotion to or from permanent headquarters outside the Seattle distribution area to or from another permanent headquarters shall be paid for all reasonable moving expenses of household goods.
- 28.12.5 —When a transfer is out of the Seattle distribution area and at the request of the Department, adequate family housing facilities shall be furnished as soon as available under the housing rule of the area. The provisions of this paragraph shall not apply to personnel whose headquarters is Bothell Substation or Cedar Falls.
- 28.12.6 —Upon retirement of, or death in service of, an employee whose permanent headquarters is outside the Seattle Distribution Area, the Department shall pay all reasonable moving expenses of the employee's household goods to Seattle or a distance not greater, providing the move is made within thirty (30) days after death or retirement of the employee.
- 28.13 —In case of an employee being employed at two (2) classifications in the same day the employee shall receive the higher rate of pay for all hours worked at the higher classification, or except as otherwise specified in Article 36, POWER PRODUCTION, Sections 36.11 and 36.12.
- 28.13.1 —When an employee is appointed on a "work out of class" basis to a position in a class, with multiple pay steps, having a higher maximum salary such employee shall be paid at the nearest step in the higher range which (1) provides the employee who is not at the top step of his/her 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 his/her current salary range an increase in pay nearest to four percent (4%) provided that such increase shall not exceed the maximum step established for the higher paying position.
- 28.13.2 —Replacement relief of a higher classification shall be the same pay rate as the pay of the relieved position. Holidays falling in the replacement period shall be paid at such higher rate providing the employee works the day before and the day after the holiday. The higher rate of pay does not apply to vacation or sick leave occurring during such assignment.
- 28.14 —Permanent transfers to another headquarters or organizational unit to permanent vacancies in an employee's current classification (job titles listed in Schedule A) requested by Electrical Journeyworkers or employees in lower related classifications who have completed their probationary period shall be made in accordance with the following factors:
- a. The Department shall post all permanent vacancies in Electrical Journeyworker or lower related classifications for a period of not less than six (6) working days at the headquarters of the classifications affected. The Department shall furnish a copy of all postings and awards to the Union.



- 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".
  - 1. In the event two (2) or more employees have the same classification seniority, then Department seniority shall govern. Department seniority shall be based on the total continuous employment with the Department under regular appointment.
  - 2. 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.
  - 3. 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.
  - 4. An employee on leave of absence per 20.3 shall continue to accrue seniority in the employee's regular job classification.
  - 5. Employees reduced for any reason other than discipline shall retain their accumulated seniority in their lower classification listed in Schedule "A."
  - 6. Employees reduced for any reason other than discipline, then later returned to their former higher position, shall retain their accumulated seniority in their higher classification listed in Schedule "A."
- c. Seniority lists shall be established annually as of April 1st and used for the ensuing year for bidding. Such lists shall be posted at headquarters and units herein having affected employees, and copies shall be furnished to the Union by April 15th of that same year.
- d. Notwithstanding anything contained herein, the Department need not consider the request of the employee who does not possess the knowledge, skill, adaptability and physical ability required for the job on which the application for transfer is made, or who has not completed the probationary period.
- e. Headquarters for the purpose of bidding shall be: North Service Center, South Service Center, Newhalem, Boundary, Cedar Falls, and the System Control Center.
- f. A permanent vacancy must be posted for bidding if it is to be filled for more than one thousand forty (1040) hours (6 months) unless the vacancy is created by an employee on sick leave, Industrial Injury, or approved Leave of Absence.
- g. The senior qualified bidder shall be awarded the permanent vacancy which is posted per this Article.

28.14.1 —Transfer of an employee from one headquarters or organizational unit to another headquarters or organizational unit shall not constitute a promotion, provided however, the following job titles will be filled by bidding as defined in Section 28.14:

<u>FROM</u>	<u>TO</u>
a) Material Supplier, Electrical	Material Supplier, Electrical asg Line Equipment Operator/ Pole Digging Machine
b) Material Supplier, Electrical	Material Supplier, Electrical asg to Pole Hauling Detail
c) Material Supplier, Electrical	Material Supplier, Electrical asg Electrical Equipment Custodian
d) Material Supplier, Electrical	Material Supplier, Electrical asg 15000 GVW or heavier truck equipped with cable winch and/or derrick
e) Material Supplier, Electrical	Material Supplier, Electrical asg Oil Truck, Vactor Truck, Pump Truck or Tool Room
f) Electrical Helper	Material Supplier, Electrical

28.14.2 —If the Department does not within the time provided herein receive any applications from qualified applicants for posted openings, the transfer rules of this Section shall not apply.

28.14.3 —The Department shall have the right to make transfers at the request of employees whose health or physical condition makes it advisable to transfer them from duty in occupations which are hazardous or involve physical or mental strain, and nothing in this Agreement shall be construed to restrict or restrain the Department in the exercise of such right.

28.14.4 —The purpose of this Section is to establish the process that will be used when it becomes necessary to transfer employees between any of the following work units:

URD Streetlighting	Overhead Line Construction Line Service
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When the workload (work quantity and committed completion dates) changes due to decisions or circumstances outside of the department's control, and produces a workload peak that exceeds the capacity of the available or assigned work force, employees may be shifted from their job in the work unit (bid position) to another work unit within job classifications for

purposes of meeting workload peaks or to cover for the absence of critical skills. Such transfers shall be accomplished utilizing the following process:

- Priority shall be given to transferring work between units and/or headquarters over transferring employees temporarily between units within headquarters to meet workload peaks.
- The reason necessitating the transfer shall be provided to the employee.
- For temporary assignments of five (5) or less working days, employees will be given verbal notice as soon as possible, but in no case later than the end of their previous workday.
- For temporary assignments lasting over five (5) working days, employees will be given not less than forty-eight (48) hours advance notice, in writing.
- Such temporary transfers of employees from their work group shall consider:
  - Employees shall experience no change in hours of work or headquarters.
  - Volunteers first by classification, seniority and headquarters.
  - If no volunteers are available, transfers shall be made by reverse order of seniority. Employees with previously approved vacation or other previously approved leave shall be excluded during that specific time period.
  - Non-voluntary transfers shall be limited to thirty (30) working days or eight (8) incidents, whichever comes first, in any calendar year.
- “Work unit” shall be defined as the employees regular job assignment per Section 28.14 of the Agreement.

This section shall only apply to Section 28.14 of the Agreement. All other sections of Article 28 and other articles in the Agreement shall remain in full force and effect.

28.15 —An annual reimbursement of \$140.00 will be made to those employees that do not receive FR Clothing. Any questions as to the application of this Article shall be resolved by the Joint Labor Management Committee.

28.15.1 FR / Arc Resistant Clothing:

a. The Letter of Agreement fully executed on January 5, 2014 shall be updated as follows and the Letter of Agreement shall be incorporated into the contract.

i. Initial Outfitting Contributions:

1. Daily wearer with Coveralls “initial outfitting” contribution shall be

- increased to \$1,661.
  - 2. Daily wearer without Coveralls “initial outfitting” contribution shall be increased to \$1,496.
  - ~~\_\_\_\_\_~~3. Intermittent wearer “initial outfitting” contribution shall be increased to \$620.
- ii. Yearly Contributions:
- 1. Daily wearer with Coveralls “yearly” contribution shall be increased to \$992.
  - 2. Daily wearer without Coveralls “yearly” contribution shall be increased to \$860.
  - 3. Intermittent wearer with Coveralls “yearly” contribution shall be increased to \$245.

28.16 —The Department, with the cooperation of the Union and the affected employees, shall make every effort to find employment for employees that are displaced as a result of automation programs at the hydro plants and substations, including, but not limited to, the following:

- 1. The Department shall make every effort to place employees within the Light Department or other City departments at comparable rates of pay.
- 2. The Department shall make every effort to provide retraining programs and necessary classes.
- 3. The Department shall make every effort to locate employment with other utilities; however, the acceptance of this employment is purely voluntary on the part of the employee.

28.17 —The Department shall pay the amounts for the below classifications per employee during the term of this Agreement as a yearly lump sum payment allowance via payroll for the cost of purchasing protective footwear. Any questions as to the application of this Article shall be resolved by the Joint Labor/Management Committee.

- i. Lineworker-\$400 per year
- ii. All other classifications under U100-\$250 per year
- iii. Dispatchers-\$150 per year

~~The Department shall pay four hundred and thirty three dollars (\$433.00) per employee during the term of this Agreement as a lump sum payment via payroll for the cost of purchasing protective footwear. This payment will be paid within 90 days of the ratification of agreement by both parties. Any questions as to the application of this Article shall be resolved by the Joint Labor/Management Committee.~~

28.18 —The Department will pay all fees associated with obtaining and renewing a Commercial

Drivers License, for employees required to obtain/maintain such license.

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## ARTICLE 29. WORKING RULES FOR OPERATING PERSONNEL WORKING IN SUBSTATIONS

29.1 —The installation, maintenance, and operation of light and power equipment in substations and operational support for Cedar Falls and Tolt shall be considered the work of Electrician Constructors and other classifications and job titles as identified in Article 29 and Article 32. These rules (Articles 29 and 32) shall not conflict with the present duties of other classifications covered by this Agreement.

29.1.1 —Effective with the signing of the 1995-98 Collective Bargaining Agreement, the classifications of Electrician Constructor and Substation Operator I and II were combined into one classification. A separate work force of Operating personnel will be maintained to respond to the System Control Center. Incumbent employees in the Substation and Power Station Operator titles were placed in job titles of Electrician Constructor (Operator Incumbent) and Electrician Constructor (Operator Incumbent) Working Crew Chief assigned Crew Coordinator. The titles and status of employees in this work unit are:

<u>Prior Job Classification</u>	<u>Incumbent Title</u>	<u>New Combined Classification Title</u>
Substation Operator II	Electrician Constructor (Operator Incumbent)	Electrician Constructor
Substation Operator I	Electrician Constructor (Operator Incumbent)	Electrician Constructor
Power Station Operator, assigned Crew Coordinator	Electrician Constructor (Operator Incumbent) Working Crew Chief assigned Crew Coordinator	Electrician Constructor Working Crew Chief assigned Crew Coordinator

29.1.2 —The job tasks listed in Appendix C, paragraphs "A" of Sections I. and II. shall be performed by employees in either title, Electrician Constructor or Electrician Constructor (Operator Incumbent) at both the journey and Crew Chief/Crew Coordinator levels, upon signing of this Agreement. After training, employees in these titles shall perform the work in Appendix C, paragraphs "B" of Sections I. and II. as assigned. Job tasks in Appendix C are in addition to those performed prior to negotiation of this Agreement. The parties agree that the department has the responsibility to provide training on "B" list duties and that Incumbent Operators have the responsibility to take advantage of that training within their work schedule.

29.2 —Employees in the Power Stations Operations Unit as of August 8, 1994 were assigned to Operator Incumbent job titles, per Section 29.1.1 and were identified in a Memorandum of Agreement between the Union and the City.

29.2.1 —Except for just cause discipline, Operator Incumbents shall not be laid off or demoted except through attrition, or voluntary change of both classification and work unit.

- 29.3 —It is agreed that the System Control Center shall be headquarters for Substation Operations personnel.
- 29.4 —The working schedule may include vacation days in the days off.
- 29.5 —The complement of a crew on shift at the various attended substations shall consist of an adequate number of employees in proper and applicable classifications necessary to the operation of the plant.
- 29.5.1 —Members of crews shall be required to perform only those duties which properly fall within the job description of their individual classifications and except in cases of extreme emergency involving danger to life or property, there shall be no unreasonable expansion of the employees normal workload. The job description and workload shall include the duties which result from the combination of job classifications as described in Sections 29.1, 29.1.1, 29.1.2, and 14.5.b.3.
- 29.5.2 —The Working Crew Chiefs assigned Crew Coordinators may be required to fill shifts on the day shifts of the Crew Coordinator normal workday.
- 29.6 —The working schedule for each work period shall be posted for seven (7) days before it is to go into effect.
- 29.7 —Transfers requested by operating personnel shall be made as provided in the General Working Rules 28.14.
- 29.7.1 —The seniority to bid for vacancies shall be computed as of the day the vacancy occurs. For this purpose, an annual seniority list shall be furnished the Union and sent to all headquarters. All jobs to be vacant over six (6) months except for vacation relief, shall be filled by bidding. Any job to be open for more than one (1) year, except for sick leave, shall be filled by bidding as if it were a permanent opening. The successful bidder shall be placed on the job as soon as practical.
- 29.8 —Schedules provided for rotation of shifts and/or rotation of days off shall be mutually agreed upon by the signatories of this Agreement and the Department. Staffing and workload influence and play a part in the schedule. The Department has a responsibility to disclose workload and staffing levels in a timely manner because they influence and play a part in the development of work schedules. Bidding within the same classification to these agreed upon work schedules shall be by seniority as defined in Section 28.14.
- 29.8.1 —When a permanent vacancy occurs in the Substation Operations Work Unit, the open position on the work schedule shall be offered to employees within the Unit by the bid procedure defined in Section 29.8. The Employer shall then either bid the position in accordance with 29.8.2 or develop a new schedule pursuant to 29.8.3.



- 29.8.2 —Upon completion of the work schedule bid procedure, the vacancy will be filled by the following procedure:
1. By Electrician Constructors through a bid (Headquarters and Work Unit);
  2. If no bids are received and management decides not to hire a replacement, then the least senior Electrician Constructor may be assigned to the Substation Operations Work Unit;
  3. If no bids are received and management decides to hire a replacement, then management will hire an Electrician Constructor into the vacant position.
- 29.8.3 —If the vacant position is not to be filled upon completion of either the bid procedure in Section 29.8.1 or 29.8.2, a new schedule will be mutually agreed to. Relief personnel may be scheduled to fill the schedule vacancies until the new schedule is adopted.
- 29.9 —Safety meetings shall be held regularly at a centrally located place or places and at the time of day specified by management. At least one representative from each station shall be in attendance.
- 29.10 —When sick or injured, operating employees shall if physically possible, notify their immediate supervisor by telephone or otherwise sufficiently in advance so that relief can be provided. Employees must also keep their supervisors informed as to their availability to return to work.
- 29.11 —All operating personnel temporarily assigned to the Bothell Substation shall be compensated in the amount of an additional one-half hour's pay per day when so assigned.
- 29.12 —Vacations shall be scheduled in accordance with Sections 11.4 and 11.8, however, consideration will be given to classification seniority as determined by Article 29.
- 29.13 —The working schedule for Electrician Constructor (Operator Incumbent) and Electrician Constructors working in Substation Operations may include six (6) Orientation Days per employee, per calendar year. An Orientation Day is defined as a shift during which the employees familiarize themselves with equipment and operating practices, while performing no routine duties. It is desirable that these days be spaced so that no more than two (2) are scheduled per employee in any three (3) month period. Any Orientation Day utilized for relief work shall be rescheduled to the closest practical later date. Orientation days shall be worked the same hours as the employee's current working shift hours provided the employee has submitted a prior training plan and that plan has been approved or modified by their supervisor. Employees who fail to submit a training plan, or those with plans that are expressly disapproved as opposed to being modified by their supervisor, will report for Orientation training at a time designated by their supervisor and in consonance with the training that is to be accomplished. A plan submitted by an employee may be modified or revised by their supervisor in consonance with the training that is to be accomplished, but

such a plan will not be expressly disapproved except for a good training reason.

### **ARTICLE 30. WORKING RULES FOR LINE CREWS**

- 30.1 —All framing of poles will be done by Lineworkers with the help of Lineworker Apprentices and/or Material Suppliers. The erection of poles will be done by Line Crews. This rule does not apply to erection or maintenance of poles under the supervision of Transmission Lineworkers who have Line personnel under their jurisdiction.
- 30.2 —Stubbing of poles will be done under supervision of a Line Crew Chief, Lineworker, or Transmission Lineworker.
- 30.3 —All tree trimming where there is a possibility of contact with transmission or distribution circuits will be done by Lineworkers.
- 30.4 —Crews normally under a Line Crew Chief will not be regularly scheduled for work on Saturdays.
- 30.5 —When employees are required to put in time before or after their regular working hours for the purpose of picking up vehicles or trailers or for loading materials, only the additional time worked will be compensated for at the overtime rate.
- 30.6 —The standard workday shall consist of eight (8) hours, exclusive of meal periods, in any twenty four (24) hour period, without regard to any particular shift or the number of shifts which may be scheduled. For the purpose of payroll accounting, the workday shall begin at 12:01 a.m. The hours of work for the day shift shall consist of four (4) hours from 7:45 a.m. until 11:45 a.m. and four (4) hours from 12:15 p.m. until 4:15 p.m. Whenever it is found necessary to meet department needs, hours of duty may also be scheduled to cover the period between 4:15 p.m. and 7:45 a.m.; or the hours of standard work shifts may be varied; provided that notice of such variations shall be given as far in advance as practically possible; and provided further that no variation shall be made solely for the purpose of avoiding overtime payment to employees who would otherwise be entitled thereto. When travel for the meal is involved, it will be included in the one-half (1/2) hour meal period; provided, however, that a meal period of one (1) hour may be taken by crew(s) of the Line Division during periods when weather conditions warrant, under the following conditions:
- a. When Crew Chiefs request a one (1) hour meal period for their crew they must notify the Supervisor or designee prior to the meal period that day.
  - b. When travel for the meal is involved, it will be included in the one (1) hour meal period.
  - c. When a one (1) hour meal period is taken by a crew, the affected employees will work one-half (1/2) hour later on that shift (until 4:45 p.m.) so as to complete the eight (8) hour workday.
- 30.7 —The basic Line Crew shall consist of the following:

- 1 Crew Chief
- 1 Lineworker
- 2 Any combination of Lineworker, Material Supplier, or Lineworker Apprentice. However, there will be no more than one (1) 1st through 7th period Lineworker Apprentice on any four (4) member crew.

30.7.1 —Not more than two (2) employees shall be working on a pole or structure at any one time.

30.7.2 —The crew chief is a working crew chief on four (4) member crews.

30.7.3 —The parties recognize the need for continual supervision of the work and safe work practices. Therefore, a Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignment, special assignment) shall be replaced by a Journeyworker per WAC 296 Chapter 45. A Journeyworker shall immediately be designated and compensated at the Crew Chief rate per Section 28.13.

A Crew Chief who, in his/her judgment, needs to leave the job site in order to perform assigned duties and responsibilities, shall designate a Journeyworker per WAC 296 Chapter 45 and Section 17.2 of this Agreement. Compensation for each such designation by a Crew Chief shall be made per Section 28.13. However, such compensation shall become effective only when the Crew Chief is absent from the job site for two (2) or more hours (accumulative) in a day.

30.7.4 —The four (4) member crew shall do all linework with the following exceptions, provided that the Crew Chief has determined that adequate equipment is available to do the work safely.

30.7.4.1 —The four (4) member crew shall not transfer conductors or change crossarms on 3-phase corners involving dead ended energized 26 kV circuits.

30.7.4.2 —The four (4) member crew shall not work on any circuits above an energized 26 kV circuit.

30.7.4.3 —The four (4) member crew shall not hang 3-phase transformer banks or capacitor banks above energized primaries.

30.7.4.4 —The four (4) member crew shall not pull wire in the vicinity of energized primaries.

30.7.4.5 —The four (4) member crew shall not reconductor 120/240 kV circuits.

30.7.5 —In the event the crew is given an assignment which the Crew Chief determines is beyond the capability of the crew, for reasons involving training needs, appropriate classifications/skills, safety or difficult work situations, the Crew Chief will return the job for assignment to a larger crew or will arrange for additional workers of appropriate classifications/skills to be assigned to the crew.

30.7.6 —A Line Crew with less than four (4) members shall limit their work to secondaries, streetlights, guywires, insulator washing, replacing pole grounds, installing molding and guy guards, maintenance inspections, pole testing, removal of vacated poles below the primary conductors, and installing anchors. Any departure from the basic four (4) person overhead line crew structure shall be subject to the following restrictions:

1. This will only take place when all possible four (4) person crews have been formed, with the proper classifications.
2. Any line crew with less than four (4) persons shall include a Crew Chief and Journeylevel Lineworker.
3. If it is not possible to comply with the preceding restrictions, unassigned personnel shall be combined with other existing crews or placed on special assignment within their classification assisting a Crew Coordinator.
4. The work assigned shall be consistent with the skill levels of the members composing the crew and equipment available, as determined by the Crew Chief.

30.8 The Department at its discretion may assign other work crews to perform the work as defined in Article 30.



**ARTICLE 31. WORKING RULES FOR UNDERGROUND NETWORK CREWS**

- 31.1 —All cable splicing, installation, and maintenance of primary and higher voltage cable, of secondary and DC cables and terminal ends in the Underground Network shall be considered under the jurisdiction of Journeyworker Cable Splicers. For reasons of this Agreement, the Underground Network is understood to mean electrical facilities directly associated with area-wide secondary network systems. All other work in connection with any underground installation may be done by either journey level Lineworkers, journey level Electrician Constructors or journey level Cable Splicers, as determined by Department management.
- 31.2 —The Underground Crew shall connect to the first point of feed of customer's wiring.
- 31.3 —A crew pulling lead covered cables or non-leaded cables with power shall include not less than two (2) Journeyworker Cable Splicers and shall be supervised by a Crew Chief.
- 31.4 —With respect to underground, when capacity of the main line switch is over 200 amps and when worked hot, such work shall be done by not less than two (2) Journeyworker Cable Splicers one (1) of whom may be a working Crew Chief.
- 31.5 —In the Underground Section 15000 GVW or heavier trucks equipped with cable winch and/or derrick when used for pulling cable or handling transformers shall be operated by a Material Supplier (assigned to operate 15000 GVW or heavier truck equipped with cable winch and/or derrick).
- 31.6 —The parties recognize the need for continual supervision of the work and safe work practices. Therefore, a Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignment, special assignment) shall be replaced by a Journeyworker per WAC 296 Chapter 45. A Journeyworker shall immediately be designated and compensated at the respective Crew Chief rate per Section 28.13.

A Crew Chief who, in his/her judgment, needs to leave the job site in order to perform assigned duties and responsibilities, shall designate a Journeyworker per WAC 296 Chapter 45 and Section 17.2 of this Agreement. Compensation for each such designation by a Crew Chief shall be made per Section 28.13. However, such compensation shall become effective only when the Crew Chief is absent from the job site for two (2) or more hours (accumulative) in a day.

- 31.7 —The basic Underground Network Crew will be:
- 1 Cable Splicer Crew Chief
  - 1 Journeyworker Cable Splicer

1 any of the following: Journeyworker Cable Splicer, Cable Splicer Apprentice or Material Supplier.

31.7.1 —The crew structure may vary, depending on the availability of employees (e.g. sick leave, vacation, training or other leave of absence) and/or assigned work tasks. The following are possible variations from the basic crew structure:

- |  |  |
|--|--|
| - Cable Splicer Crew Chief                   | - Cable Splicer Crew Chief                     |
| - Journeyworker Cable Splicer                | - Two (2) of any combination of the following: |
| any combination of two (2) of the following: | - Material Supplier                            |
| - Journeyworker Cable Splicer                | - Cable Splicer Apprentice                     |
| - Material Supplier                          |  |
| - Cable Splicer Apprentice                   |  |

31.7.2 —Any departure from the basic three (3) person Network crew structure shall be subject to the following restrictions:

1. This will only take place when all possible three (3) person crews have been formed, with the proper classifications.
2. Any Underground Network crew shall include a Crew Chief.
3. If it is not possible to comply with the preceding restrictions, unassigned personnel shall be combined with other existing crews or placed on special assignment within their classification assisting a Crew Coordinator.
4. The work assigned shall be consistent with the skill levels of the members composing the crew and equipment available, as determined by the Crew Chief.

31.8 —The Cable Splicer Crew Chief shall be a Working Crew Chief when four (4) or fewer employees are assigned to a crew. When there are more than four (4) employees, the Crew Chief shall supervise only, and will not work with tools except in cases of emergency.

31.9 —The three (3) member crew will do all cable splicing work with the following exceptions, provided that the Crew Chief has determined that adequate equipment is available to do the work safely.

31.9.1 —The three (3) member crew shall not lay or install 3-inch or larger steel conduit.

31.9.2 —The three (3) member crew shall not perform cable pulls.

31.9.3 —The three (3) member crew shall not install an integral web collector bus. Assembly is permitted while working in a vault containing energized equipment.

31.9.4 —The three (3) member crew shall not perform fault locating.



- 31.10 —In the event the crew is given an assignment which the Crew Chief determines is beyond the capability of the crew, for reasons involving training needs, appropriate classifications/skills, safety or difficult work situations, the Crew Chief will return the job for reassignment to a larger crew or will arrange for additional workers of appropriate classifications/skills to be assigned to the crew.
- 31.11 —A non-working Cable Splicer Crew Chief shall not supervise more than seventeen (17) employees at one time or more than three (3) working Crew Chiefs.
- 31.12 —All primary hot tapping on a pole shall be done by journey level Lineworkers and/or Line Crew Chiefs.
- 31.13 —On scheduled overtime jobs the work will be performed by employees in the proper classifications. A Cable Splicer Crew Chief, if assigned, shall supervise other classifications involved only as necessary to coordinate the entire operation. To further the end result the Crew Chief may assign them work common to all classifications.
- 31.14 —All hot work on underground distribution cables carrying over 300V shall be done by two (2) Journeyworker Cable Splicers, one (1) of whom may be a Working Crew Chief.
- 31.15 —When employees are required to put in time before or after their regular working hours for the purpose of picking up vehicles or trailers or for loading materials, only the additional time worked will be compensated for at the overtime rate.
- 31.16 —All lead covered power cable and high voltage pipe-type cable work to include removal for salvage and reuse or for scrap shall be done by Journeyworker Cable Splicers, Working Crew Chiefs, and their respective Apprentices or Material Suppliers. In the URD and 4kV Unit Substations lead covered power cable to be removed for salvage or scrap may be done by other qualified Journeyworkers listed in Section 31.1. High voltage lead covered power cable testing for "dead" shall be accomplished by two (2) qualified Journeyworker Cable Splicers one (1) of which may be a working Crew Chief.
- 31.17 —Outside of the Underground network areas all underground facilities shall be installed and maintained by Cable Splicers, Lineworkers, Electrician Constructors and their respective Helpers, Material Suppliers, Apprentices and/or working Crew Chiefs except the ditching, trenching and backfilling as described in Section 39.2; provided, however, that all spot networks, dedicated network cable, terminal ends, high voltage pipe-type cable and self-contained cable shall be installed and maintained by Cable Splicer Crew Chiefs, Journeyworker Cable Splicers, and their respective Apprentices, and/or Material Suppliers.
- 31.18 —Journeyworker Cable Splicers working on a pole shall be assisted from the ground by a Cable Splicer Apprentice, Material Supplier, another Cable Splicer and/or Cable Splicer Crew Chief when working on a lead cable, pipe-type cable, or any cable over 5000 volt rating.

31.19 ~~—~~Cable Splicers (non-network) may bid for available positions in the network area on a seniority basis.



**ARTICLE 32. WORKING RULES FOR ELECTRICIAN CONSTRUCTORS  
IN STATIONS AND SHOPS**

32.1 —The installation, maintenance, and operation of light and power equipment in substations shall be considered the work of Electrician Constructors and other classifications and job titles as identified in Article 32 and Article 29. These rules (Articles 32 and 29) shall not conflict with the present duties of other classifications covered by this Agreement.

32.1.1 —Incumbent employees in the Electrician Constructor and Electrician Constructor Crew Chief titles will remain in these job titles as modified below. The titles and status of employees in this work unit are:

<u>Prior Job Classification</u>	<u>New Combined Classification Title</u>
Electrician Constructor	Electrician Constructor
Electrician Constructor Working Crew Chief	Reverted Electrician Constructor
Electrician Constructor Working Crew Chief	Electrician Constructor Core Crew Chief
Electrician Constructor Working Crew Chief	Electrician Constructor Working Crew Chief (Shops, Spares, Out-of-Class)
Electrician Constructor Working Crew Chief Assigned Crew Coordinator	Electrician Constructor Crew Chief Assigned Crew Coordinator

32.1.2 —The job tasks listed in Appendix C, paragraphs "A" of Sections I. and II. shall be performed by employees in either title, Electrician Constructor or Electrician Constructor (Operator Incumbent) at both the journey and Crew Chief/Crew Coordinator levels, upon signing of this Agreement. After training, employees in these titles shall perform the work in Appendix C, paragraphs "B" of Sections I. and II. as assigned. Job tasks in Appendix C are in addition to those performed prior to negotiation of this Agreement. The parties agree that the Department has the responsibility to provide training on "B" list duties and that Electrician Constructors have the responsibility to take advantage of that training, within their work schedule.

32.1.3 —A co-equal training and implementation team will be established and will report on their progress to the JLMC in accordance with the Memorandum of Agreement "Co-Equal Training and Implementation Team."

32.2 —A crew shall be assigned primary responsibility for all capital improvement projects (CIP) and maintenance work in substations within the core groups of north and south stations listed in Section 32.3 below.

32.2.1 —The basic crew assigned to, and responsible for, each core shall be a minimum of five (5) electrical workers.

- An Electrician Constructor Core Crew Chief;
- Four (4) journey level workers; and
- Additional personnel may be journey level worker(s), Helper(s) or Apprentice(s).

These crews may be shifted in whole or part within the core, or as otherwise covered in this Agreement, to meet the needs of the Department. Beyond the crew minimum, management has the right to allocate vacant positions; these allocations are subject to review by either party at the JLMC.

32.3 —Employees in Station Construction and Maintenance work units shall have the right to bid vacancies in a core group by seniority as described in Section 28.14. Vacancies within cores will first be bid within their respective headquarters prior to being offered as part of a classification headquarters bid, then to the remaining headquarters prior to being offered as part of a classification headquarters bid. Requests to be considered for these assignments will be made ~~on an "Application for Intra-Unit Personnel Transfer Form."~~ via e-mail. Concerns over station assignments will be addressed through JLMC.

By Headquarters, the Core Group and associated stations are:

A. North Service Center Headquarters

- Core 1: Bothell and Shoreline Substations
- Core 2: -Viewland, University, and North Substations
- Core 3: - Broad, ~~Union~~ Denny, and Canal Substations.

(Work at North Mountain Substation will be assigned from Core 1 or the North Service Center. Work at the North Service Center and Annex, METRO work, unit substations (4kV), commercial/industrial substations, and the System ~~and Power Control Centers will be assigned from the North Service Center~~ Operations Center shall be assigned from North Service Center.)

B. South Service Center Headquarters

- Core 4: Creston, Delridge and East Pine Substations
- Core 5: South Substations and Union
- Core 6: Duwamish , Massachusetts Street Substation

(Work at NuCor Steel will be assigned from Core 6 or the South Service Center. Work at Boeing, unit substations (4kV), and the commercial/industrial substations will be assigned from the South Service Center.)

32.3.1 —Bidding for Journeyworkers and Helpers will occur after the initial selection of Crew Coordinators and Crew Chiefs.

- 32.3.2 —Electrician Constructor Crew Chief assigned Crew Coordinators will be assigned to plan, schedule, coordinate and monitor the installation, maintenance, construction, repair and operation of facilities used for the distribution and transmission of electrical power. Assignment to these positions shall be made per Article 43, Section 43.5.
- 32.3.3 —The Battery Crew will report to a Crew Chief.
- 32.3.4 —Apprentices' reporting assignments will continue to be governed by ECAC and Apprenticeship Standards. No new bidding rights for apprentices are created by the new combined classification.
- 32.4 —The parties recognize the need for continual supervision of the work and safe work practices. Therefore, a Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignment, special assignment) shall be replaced by a Journeyworker. A Journeyworker shall immediately be designated and compensated at the Crew Chief rate per Section 28.13.
- 32.4.1 —A Crew Chief who, in his/her judgment, needs to leave the job site in order to perform assigned duties and responsibilities, shall designate a Journeyworker per Section 17.2 of this Agreement. Compensation for each such designation by a Crew Chief shall be made per Section 28.13. However, such compensation shall become effective only when the Crew Chief is absent from the job site for two (2) or more hours (accumulative) in a day.
- 32.4.2 —When the crew at a worksite consists of two (2) journey level Electrician Constructors, one (1) of the journey level Constructors will be assigned and paid as a Journeyworker-In-Charge. If two (2) crew members at a worksite consist of one (1) journey level Electrician Constructor and any other job classification, the requirement for supervision is satisfied.
- 32.4.3 —The Core Crew Chief shall supervise only, and will not work with tools except in cases of emergency.
- 32.4.4 —When there are more than four (4) employees and there is no Core Crew Chief, the Crew Chief shall supervise only, and will not work with tools except in cases of emergency.
- 32.4.5 —When the crew at a worksite consists of any combination of three (3) or more journey level Electrician Constructors, Electrician Constructor Apprentices, and/or Electrical Helpers, one (1) of the journey level Constructors will be assigned and paid as an Electrician Constructor Working Crew Chief.
- 32.4.6 —A Core Crew Chief shall not supervise more than seventeen (17) employees at one time or more than three (3) Crew Chiefs.
- 32.5 —Locating work in stations and switchyards will be the work of Electrician Constructors. When Constructors perform locating work on either scheduled or unscheduled overtime, they

shall have a Crew Chief on duty or else a Journeyworker will be designated and compensated at the Crew Chief rate.

32.6 —On-site reporting within core can be required up to one hundred-twenty (120) working days of eight (8) hours each (960 hours per calendar year).

32.6.1 —Minimum notice for mandatory assignment will be seven (7) calendar days.

32.6.2 —Minimum expected on-site reporting shall be for one (1) week and the Crew Coordinators and Crew Chiefs will make good faith projections (jobs may be stacked).

32.6.3 —Minimum notice to end on-site reporting shall be one (1) week, unless the change is due to decisions or circumstances outside of the Department's control. (See Section 28.5.1 for detail.)

32.6.4 —Voluntary on-site reporting may exceed one hundred-twenty (120) days, with preference first to the core, and then to others within that Headquarters, with the approval of the Crew Chief and the Supervisor.

32.6.5 —Absences occurring when a crew is on-site reporting may be covered by the following:

- Fill with selected volunteers;
- Send substitute from service center;
- Run crew short;
- Use Operators for selected tasks (Section 32.1.2).

32.6.6 —Management shall be allowed to assign employees from outside the core. These cannot be mandatory on-site assignments. Management will provide transportation to location and back to Headquarters.

32.6.7 —Management will provide transportation to and from stations if meetings are required by the Department while a crew is reporting on site, and travel shall be part of the employee's work time.

32.6.8 —The facilities required of stations for on-site reporting are lockable bathroom, personal lockers, secured parking, lockable tool storage, safety items (stocked first aid kit, fire extinguisher, blood pathogens kit) and telephone.

32.7 —The ~~Electric~~ Shops work shall be divided into two (2) crews, each supervised by a Working Crew Chief. The workload for each of these crews will be divided as follows: Electric repair shop and commercial wiring work; transformer testing and repair. The crew size may vary.

- 32.7.1 —Electrician Constructors and Helpers may be required to rotate within the shops to maintain skill level.
- 32.7.2 —Other Electrician Constructors may be assigned to backfill Electric Shop positions as needed. (Shops will not be an on-site assignment for Station Constructors.)
- 32.7.3 —Out-of-town assignments shall be voluntary. Management shall have the right to make assignments if there are no volunteers. Shops will provide support for small, temporary labor needs for the hydroelectric projects.
- 32.7.4 —Apprentices will provide support per their normal assignment. Apprentices will not be permanently assigned to Shops crews.





### **ARTICLE 33. WORKING RULES FOR LINE SERVICE CREWS**

- 33.1 —When two (2) or more shifts of Line Service Crews are required, all shifts shall rotate at least every two (2) calendar months except when employees request late or undesirable shifts as permanent shifts and they can be granted by the Department.
- 33.2 —In emergency conditions Material Suppliers may be called out with Line Service Crews.
- 33.3 —On Sundays, holidays, and after 5 p.m. on regular workdays, all employees of the Line Service Section shall be required to perform those duties consistent with rendering adequate customer service, including street light maintenance; provided that employees on these shifts shall do no new construction work and providing further that they shall not perform other routine duties which can reasonably be done on regular workdays.
- 33.3.1 —The basic Line Service crew will be:
- 1 Journey level Lineworker in Charge.
  - 1 Lineworker.
- 33.3.2 —The crew structure may vary, depending on the availability of employees (eg sick leave, vacation, training or other leave of absence) scheduled shifts and/or assigned work tasks as agreed to by the Journeyworker in Charge. The following are possible variations from the basic crew structure:
- 1 Journey level Lineworker in Charge
  - 1 Lineworker
  - 1 Any of the following:  
Line Apprentice  
Material Supplier
- 33.3.3 —From one (1) hour after sunset until one (1) hour before sunrise, there shall be two (2) Journeyworkers working together on the climbing of poles to perform work within two (2) feet of 4kV primary, as provided in Section 5.10 of the Electrical Workers Safety Rules, except that one (1) employee may be used in cases of emergency, as provided in Section 5.4 of those safety rules.
- 33.3.4 —Lineworkers working alone shall perform those one (1) member jobs normally required for continuity of customer service.
- 33.3.5 —Line Service crews scheduled to work Sundays, holidays and before 8 a.m. or after 5 p.m. on regular workdays shall consist of no less than two (2) journey level Lineworkers per crew.
- 33.3.6 —Line Service may install meters in conjunction with new residential service installations to a maximum of four (4) meter sets per service installation.

- 33.4 —Transfers to Line Service shall be considered as transfers to another headquarters and shall be made as provided in the General Working Rules 28.14.
- 33.4.1 —Bidding to Journeyworker-in-Charge, Line Service Crew shall be limited to Lineworkers in the Line Service Section; and provided also that only time in the Line Service Section will apply for the awarding of the bid. Following one (1) continuous year of service in the Line Service Section, total Lineworker seniority shall apply for future bidding.



## **ARTICLE 34. WORKING RULES FOR METER**

- 34.1 —All Meter Electricians shall draw out material and replace stock on Department time.
- 34.2 —Established headquarters for all Meter Electricians shall be designated for each employee by the City Light Department. If more than one (1) headquarters is established for Meter, headquarters will be selected per Article 28 of the Collective Bargaining Agreement.
- 34.3 —All Meter Electricians shall report to headquarters unless the location for the work in which they are engaged is nearer to their homes than headquarters, in which case they may be requested to go directly to the job from home. In such case, their time shall commence at the time of leaving home.
- 34.4 —All Meter Electricians shall travel from headquarters to headquarters on Department time.
- 34.5 —All Meter Electrician Crew Chiefs shall be Working Crew Chiefs and may perform all functions of journey Meter Electricians. Incumbent Non-Working Meter Crew Chiefs will have bid rights to Meter Crew Chief Assigned Crew Coordinator per Sections 43.6 and 28.14.
- 34.6 —The parties recognize the need for continual supervision of the work and safe work practices. Therefore, a Meter Electrician Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignment) for two (2) hours or more shall be replaced by a journey Meter Electrician as long as there is a viable crew of two (2) or more Meter Electricians including a Crew Chief. While working in that capacity the Journeyworker shall be compensated at the respective Crew Chief rate per Section 28.13 of this Agreement.
- 34.7 —The following shall be considered the work of a journey Meter Electrician. The installation, permanent removal, testing, calibration, programming, auditing, repairing, and adjusting of revenue watt-hour meters, metering transformers, meter calibration equipment, indicating and recording electrical metering instruments, and associated metering data schemes from point of metering to customers interface. The installation, removal, testing, calibration, programming, dismantling, repairing or adjustment of parts of metering equipment used in City Light substations and generation plants, as may be assigned. Trouble calls on residential, commercial/industrial installations and panels.
- These rules shall not conflict with the present duties and jurisdictions of other classifications covered by this Agreement.
- 34.8 —Meter Electricians shall perform storm spotting while under the direction of the Trouble Center Dispatcher and will require two (2) people per vehicle.

- 34.9 —The hours of work for the Meter Unit for one (1) shift per day, or for morning shift where there is more than one (1), shall normally be from 7:30 a.m. to 4 p.m. with one-half (1/2) hour off for lunch.
- 34.10 —To assist in training and improving job skills, a skill maintenance training program will be developed by a standing training committee selected by mutual agreement of Labor and Management to include a Meter Crew Coordinator, Meter Crew Chief and journey Meter Electrician which shall meet quarterly to establish and assess training programs.

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## ARTICLE 35. WORKING RULES FOR COMMUNICATIONS ELECTRICIANS

~~35.1 — The Crew Chief shall supervise only and shall not be permitted to use tools except in case of emergency.~~

~~35.2 — When four (4) or more Communication Electricians, two (2) of whom are Journeyworkers, are working on one (1) specific job, one (1) Journeyworker shall be in charge and shall receive additional compensation while acting in this capacity. This is to be effective only when the regular Crew Chief is absent from the premises for more than two (2) consecutive hours. This employee may be required to use tools.~~

~~35.3 — Communications Electricians shall not do their own switching for the purpose of getting clearances on lines or equipment except Department facilities to serve a customer substation or in cases of emergency as requested by the Dispatcher.~~

35.1 — Communications Electricians have responsibility for Operational Technologies (OT) communication equipment, telemetry equipment, RTU's, video equipment and infrastructure, internal voice communication and recording system, outside plant, and mobile radio and radio console communication systems throughout SCL service territory but not within the scope of generation communication electricians.

35.2.1 — Generation Communications Electricians reporting to Skagit are responsible for Communication Plant east of Darrington.

35.2.2 — Any Programmable Logic Controller (PLC) at Generations sites outside of the physical plant will be the responsibility of the Communication Electricians.

35.2.3 — Generation Communications Electricians are responsible for installation, maintenance, and repair of the project LAN providing highspeed internet access for residents (Skagit) and repair of the on-project LAN using switches, routers, and firewalls to transport special circuits between generation sites (Skagit).

35.2.4 — Generation Communications Electricians reporting to Boundary are responsible for Communication Plant within the Boundary Project and City Light-owned equipment south to Spokane.

35.3 — Communications Electricians will have responsibility for communications equipment and transport of newly implemented operations technologies.

35.4 — Responsible for the Local Area OT Network (LAN) in automated substations

35.5 — Work that occurs in the comms room or buildings on SCL Communications Equipment is the responsibility of Communication Electricians up to the SCL point of demarcation.



- 35.6 —Communications Electricians have responsibility for Installation, maintenance, and repair of Underground communications cables and innerduct when passing through communications vaults and/or hand-holes with no distribution or transmission infrastructure.
- 35.6.1 —Have the responsibility for Installation, maintenance, and repair of Aerial communications cables and innerduct from ground to one foot above the neutral.
- 35.7 —The Non-working Communications Electrician Crew Chief will have the following responsibilities; to plan, schedule, coordinate and monitor the installation, maintenance, construction, repair and operation of facilities, communications equipment, and outside plant related to transport of Operational Technology (OT) and its associated LANs in operations.
- 35.7.1 —The Non- working Crew Chief shall supervise only and shall not be permitted to use tools except in case of emergency.
- 35.8 —The parties recognize the need for continual supervision of the work and safe work practices. Therefore, the Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignment, special assignment) shall be replaced by a Journeyworker per WAC 296 Chapter 45. A Journeyworker shall immediately be designated and compensated at the respective Crew Chief rate per Section 28.13.
- 35.8.1 —A Crew Chief who, in his/her judgment, needs to leave the job site in order to perform assigned duties and responsibilities, shall designate a Journey worker per WAC 296 Chapter 45 and Section 17.2 of this Agreement. Compensation for each such designation by a Crew Chief shall be made per Section 28.13. However, such compensation shall become effective only when the Crew Chief is absent from the job site for two (2) or more hours (consecutive) in a day.
- 35.9 —When the crew at a worksite consists of two (2) journey-level Communication Electricians and the non-working Communication Electrician Crew Chief is not present, one (1) of the journey level Communication Electricians will be assigned and paid as a Journeyworker-In-Charge.
- 35.10 —A Journey worker shall be immediately designated as a Communication Electrician Crew Chief and shall be a working Crew Chief when more than three (3) Communication Electricians are assigned to a crew and the non-working Communication Electrician Crew Chief is not present. When there are more than four (4) employees, and Non-working Crew chief is not present, then a journey worker shall be immediately designated as a Non-Working Communications Electrician Crew Chief.

35.11 —A non-working Communication Electrician Crew Chief shall not supervisor more than seventeen (17) employees at one time or more than three (3) working Crew Chiefs.

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## ARTICLE 36. WORKING RULES FOR POWER PRODUCTION PERSONNEL

- 36.1 —Employees will be notified of impending assignment before quitting time of previous day worked. (The intent of this provision is that tools, etc., will be gathered on Department time.)
- 36.2 —All employees will report to Newhalem and travel to work locations in department vehicles on department time. ~~Management reserves the discretion to determine, based on business need, any employees who are not to be required to report to Newhalem. The current incumbents (8 operators and 2 electrical constructors) will not be required to report to Newhalem.~~
- 36.3 —During regular work hours when Generation employees are prevented from returning to their assigned work location because of impassable roads or similar conditions beyond their control, they may upon reporting to their supervisor be permitted to work at their regular rate of pay at a Seattle City Light location designated by that supervisor. Employees who are not given a work assignment shall be on standby during normal working hours and compensated at their regular rate of pay. Employees who do not accept a work assignment pursuant to this paragraph will be eligible to use their accumulated leave.
- 36.4 —The job functions of Hydroelectric Operators and Electrician Constructors at the Skagit Project may be shared as described in Appendix D. ~~Hydroelectric station is defined as the powerhouse and switch yard when operational.~~
- 36.4.1 —The Gorge, Diablo, Ross and Boundary hydroelectric stations, when staffed, shall be operated by a Hydroelectric Operator II.
- ~~36.4.2 —When the Skagit Generation supervisors are absent from the Ross Powerhouse, Gorge Powerhouse, or Diablo Powerhouse for more than two (2) consecutive hours, the Department shall appoint any one (1) of the journey classifications as “In Charge (111.65%).” The employee so designated will supervise but will also work and shall be permitted to use the tools of their respective trades.~~
- 36.4.23 —When the crew at a worksite consists of two (2) or more Journey Level Workers, one (1) of the Journey Level Workers will be assigned and paid as a Journey Worker-In-Charge (111.65%). If two (2) crew members at a worksite consist of one (1) Journey Level Worker and any other job classification, the requirement for supervision is satisfied.
- 36.5 —When employees are prevented (due to impassable roads or similar conditions) from returning to their regular place of residence after completing their workday, the Department shall provide the employees with food and quarters at no cost to the employees. Section 18.3 shall apply. Employees shall return to their own place of residence as soon as conditions allow.

- 36.6 ~~—For purposes of co-ordination with crews, employees temporarily assigned to the Skagit Project shall be paid forty five (45) minutes pay per day at their straight time rate of compensation for travel time between work headquarters and the board and/or lodging facility. Temporarily assigned employees will adhere to the established Skagit work hours. This provision shall not apply to Lineworker (Testing Live Line Insulators over 7500 volts). Hourly employees covered by this agreement shall be compensated for all time spent traveling to and from out of-town work assignments that are not their normal worksite as deemed compensable under the Washington Minimum Wage Act, RCW 49.46 and WAC 296-126-002(8).~~
- 36.7 —When a Skagit Generation Supervisor is unavailable to crews, the Generation Supervisor will appoint a Powerhouse Journeyworker-in-Charge (PJIC) if the unavailability will exceed two (2) consecutive hours. The Supervisor may appoint a PJIC if the unavailability will not exceed two (2) consecutive hours, especially when safety concerns or direct supervision requirements of the crews make on-site supervision necessary. The employee so designated will supervise, but will also work and shall be permitted to use the tools of their respective trade. The classification of "Powerhouse Journeyworker-in-Charge" is unique to this Bargaining Unit and the Skagit Project. Assignments to the PJIC title will be made among employees regularly appointed to titles within Schedule A. "Unavailable" means that the Supervisor is outside the Skagit Project, or that the Supervisor, although within the Skagit Project, is either not on duty or not able to respond to the needs of respective personnel.
- 36.8 —All Hydroelectric Operator positions will be classified as Hydroelectric Operator II. Incumbents in Hydroelectric Operator positions currently designated at the trainee (I) level shall continue to be employed in the title Hydroelectric Operator I until certified as having successfully completed the training program. Upon successful completion, the Incumbent employees shall be appointed to the title of Hydroelectric Operator II. (This is a fill “in-lieu-of” situation. That is, the position will be allocated to the classification of Hydroelectric Operator II. The position is filled with an employee with a job title of Hydroelectric Operator I in lieu of the title to which the position is allocated until such time as the employee is appointed to the higher paying title.)
- 36.9 —Newhalem, Boundary, and Cedar Falls are designated as headquarters for bidding purposes and will meet the requirements of Article 28.
- 36.10 —Skagit Housing
- ~~a. —All employees of the City Light Department Skagit Project who were hired prior to January 1, 1973 and who are currently occupying city owned housing will continue to receive housing and utilities at no cost for so long as they remain employed full time at the Skagit Project.~~

- ab. All employees of the City Light Department Skagit Project who were hired after January 1, 1973 and who currently reside in city-owned housing on the project will continue to abide by the terms of their respective monthly rental agreements. All future new hires who can be offered and who elect to live in city-owned housing on the project will be subject to these same terms.
- ~~c.~~ ~~Those employees who were hired prior to January 1, 1973 and who subsequently opted to receive the housing incentive payments authorized by Ordinance 103058 and the Housing Incentive Program will continue to receive those incentive payments beyond the original expiration date of June 1, 1979. The Department may elect to offer these employees city owned housing on the project under the same provisions as other pre 1973 employees in "A" above. As each of the above employees who are receiving housing receive an offer by the City Light Department to reside in city owned housing on the Skagit Project, the employee must respond in writing within sixty (60) calendar days indicating the employee's intent to accept or decline the offer for residence in city owned housing. The housing offered will be comparable to that offered to other employees. If declined by the employee or no response has been received, the housing incentive payments will cease sixty (60) calendar days after the date of the offer to reside in city owned housing. If accepted, the housing incentive payment will cease no later than sixty (60) calendar days after the date the employee takes up residence in city owned housing, whichever date is sooner.~~
- cd. The City will continue to determine the job classifications along with the number and location of positions which are to be considered as key positions. Individuals employed in key positions will be required to live on-site at the Skagit Project to assure their availability to cope with emergencies. Employees in these key positions will continue to receive city-owned housing and utilities at no cost. It is clearly understood that future numbers and location of each classification/position considered key may be increased or decreased as determined by the City.

~~The City agrees that in the event of a decrease in the key classifications/ positions, those Incumbent employees occupying the position that is no longer considered "key" will continue to receive city owned housing and utilities at no cost for so long as they remain in that position. Employees who are hired into those positions which were previously but are no longer listed as a key classification/position, will be subject to those housing rules applicable to them based on their date of hire and the provisions of Section 36.10.~~

36.11 — Electrical Helper or Hydro Maintenance Worker II - Boundary will be assigned ~~Operator, Heavy Equipment~~ as a **Power Structure Mechanic** under the following conditions:

- a. **When operating any equipment that Power Structure Mechanics operate at Skagit or in Seattle.** ~~When operating a front loader with bucket capacity over one (1) cubic yard.~~

- b. ~~When operating a mobile crane over five (5) ton capacity. Payment while assigned Operator Heavy Equipment will be based on the next higher whole hour of actual equipment operation.~~
- 36.12 —When a Hydroelectric Operator I does switching for the B.P.A. the Operator shall be paid the Hydroelectric Operator II rate for the next higher whole hour.
- 36.13 —Personnel temporarily assigned to the Boundary Project shall be paid one-half (1/2) hour pay per day at the straight time rate as compensation for travel time between the work site and the board and/or lodging facility. This payment will be in addition to that provision contained in Section 18.3.
- 36.14 —The Generation Supervisor shall arrange vacation time for the Boundary Project personnel. Vacation schedules may limit the number of employees simultaneously allowed vacation time. Vacation time shall not be prohibited during any portion of the year, except for a planned unit of work. The vacation restriction shall be not more than one (1) month per year.
- 36.14.1 -The working schedule may include vacation days in the days off.
- 36.14.2 -The working schedule for each work period shall be posted for seven (7) days before it is to go into effect.
- 36.14.3 —Schedules provided for rotation of shifts and/or rotation of days off shall be mutually agreed upon by the ~~signatories of this Agreement~~Union and the Department. Staffing and workload influence and play a part in the schedule. The Department has a responsibility to disclose workload and staffing levels in a timely manner because they influence and play a part in the development of work schedules. Bidding within the same classification to these agreed upon work schedules shall be by seniority as defined in Section 28.14.
- 36.15 —The maintenance crew ~~chiefs~~ shall be under the supervision of an ~~Electrician-Constructor Working-Crew Chief~~ Generation Supervisor.
- 36.16 —The Boundary Hydroelectric Operators shall be under the supervision of a working Chief Hydro Operator. The employee in this position may fill in for regular shifts as may be determined to be necessary by the ~~Powerhouse-Generation~~ Supervisor.
- 36.17 —When the ~~Boundary- Skagit~~ Powerhouse supervisor is absent from their respective premises for more than two (2) consecutive hours, the Department may appoint any one (1) of the journey classifications as "In Charge." The employee so designated will supervise but will also work and shall be permitted to use the tools of their respective trades.
- 36.18 —The Skagit Hydroelectric Operators shall be under the supervision of a Working Chief Hydro Operator. The ~~employee-Chief Operator in this position~~ may fill in for regular day

shifts as may be determined to be necessary by the Operations Supervisor. The Chief Operator shall work the same hours as the maintenance crew.

36.19 —The work schedule for the Skagit hydroelectric operators shall be a schedule of ten (10) workdays of eight (8) hours each followed by four (4) days off. The four (4) days off shall be every other Friday, Saturday, Sunday, Monday. The work hours shall be 7:45 a.m. through 4:15 p.m. The remainder of Schedule ‘A’ employees shall be 7:45 a.m. through 4:15 p.m., Monday through Friday. Alternative hours of work and schedules may be approved by mutual agreement of Management and the Union.

36.19.1 —Work on the Friday through Monday days off shall be performed on a scheduled or callout overtime basis, or in conjunction with the Holiday Operator Schedule pursuant to the Skagit MOU, date August 12, 2003.

36.20 —The work schedule for Boundary maintenance crew shall be 7 a.m. through 3:30 p.m., Monday through Friday. Alternative hours of work and schedules may be approved by mutual agreement of Management and the Union.

36.21 —The work schedule for Cedar Falls/Tolt shall be 7 a.m. through 5:30 p.m., Monday through Thursday. Alternative hours of work and schedules may be approved by mutual agreement of Management and the Union.

36.21.1 —Apprentices assigned to Cedar Falls shall work the Cedar Falls work schedule unless this schedule interferes with school. The Apprentice will report to the South Service Center or the North Service Center as assigned for work on the Cedar Falls off day if the Apprentice does not have a forty (40) hour work week.

~~36.21.2 —Holidays shall be paid as per this Collective Bargaining Agreement. Employees shall return to the five/eight (5/8) schedule for the work week that the holiday falls within. Floating holidays may be supplemented with two (2) hours of vacation pay.~~

36.22 —The Cedar Falls work crew shall consist of the following job titles:

- 1 Electrician Constructor Working Crew Chief
- 3 Electrician Constructors
- 1 Hydro Maintenance Worker I

36.22.1 —Increases in crew size and/or the addition of other job classifications is subject to mutual agreement through discussions in JLMC and per Memorandum of Agreement on Cedar Falls.

36.22.2 —Absences from this crew shall not prohibit the remaining crew members from performing their normal work duties, as long as employee safety is not compromised. ~~The Crew Chief shall decide how soon the absence needs to be filled.~~ The Crew Chief shall decide how soon the absence needs to be filled. If the Crew Chief is absent for more than two (2) hours, then



- one (1) of the remaining journey level Electrician Constructor crew members shall be upgraded to Crew Chief.
- 36.22.3 —The crew at the Cedar Falls and Tolt facilities is to perform all plant maintenance, construction, repair and operation within their capability. If the ~~Crew Chief~~Generation Supervisor ~~Crew Chief~~ determines a project is beyond the crew capability, assistance will be requested from another headquarters for additional personnel to complete the project.
- 36.22.4 —The Cedar Falls crew shall be a composite crew. Members of the crew shall be required to perform those duties which properly fall within the job description of either classification (Electrician Constructor and Hydroelectric Operator).
- 36.22.5 —Travel from headquarters to Tolt or other job locations and back to headquarters shall be part of the employee's work time. Any transportation necessary shall be provided by the Department.
- 36.22.6 -Management will supply transportation to and from headquarters for meetings and mandatory training. The travel shall be part of the employee's work time or compensated at the overtime rate.
- 36.22.7 —Cedar Falls headquarters shall have a lockable bathroom (with toilet, wash area and shower), personal lockers, secured parking, lockable tool storage, safety items (to include, but not limited to, stocked first aid kit, blood pathogens kit, fire extinguisher, telephone and communications radio. This shall have no effect on any other headquarters during the term of this Agreement.
- 36.22.8 —Overtime callouts will first be made to the Crew Chief. Failing contact with the Crew Chief the callout will be made to other Journeyworkers on the Cedar Falls crew; if they are unavailable, callout will be covered by Electrician Constructor (Operator Incumbents) who have been trained for work at Cedar Falls.
- 36.22.9 —Transfers to Cedar Falls shall be considered as transfers to another headquarters and shall be made as provided in the general working rules (Section 28.14).
- 36.22.10 —When assistance to the Cedar Falls crew pursuant to 36.23.3 is provided, travel from normal Headquarters to Cedar Falls and back to Headquarters shall be part of the employee work time, and any transportation necessary shall be provided by the Department. Assistance shall be provided from the South Service Center.
- 36.23 —The installation, maintenance, and operation of light and power equipment in generating plants shall be considered the work of Electrician Constructors and other classifications and job titles as identified in this article. These rules shall not conflict with the present duties of other classifications covered by this Agreement.

36.24 —The complement of a crew on shift at the various attended hydroelectric plants shall consist of an adequate number of employees in proper and applicable classifications necessary to the operation of the plant.

36.25 —Locating work in powerhouses and switchyards will be the work of Electrician Constructors.

36.26 —The parties recognize the need for continual supervision of the work and safe work practices. Therefore, a Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignment, special assignment) shall be replaced by a Journeyworker. A Journeyworker shall immediately be designated and compensated at the Crew Chief rate per Section 28.13.

36.27 —Hydro Maintenance Workers shall be supervised by the Power Structure Mechanic Crew Chief.

36.27.1 -The Power Structure Mechanic Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class, special assignment) shall be replaced. When the Hydro Maintenance Crew consists of three (3) or more Hydro Maintenance Workers, one of them shall be paid at the Power Structure Mechanic Crew Chief rate of pay. When the Hydro Maintenance Crew consists of two (2) Hydro Maintenance Workers, one (1) shall be paid as a Hydro Maintenance Worker II and the requirement for supervision is satisfied.

36.27.2 -When the Hydro Maintenance Crew consists of two (2) Hydro Maintenance Workers and one (1) or more is conducting work in accordance with Section 36.11 of this agreement, one (1) Hydro Maintenance Worker of that crew shall be paid as a Power Structure Mechanic Crew Chief.

## ARTICLE 37. SPECIAL WORKING RULES FOR STRUCTURAL IRON WORKERS

~~37.1~~ — ~~Section 28.7 shall not apply to Structural Iron Workers.~~

37.12 — Section 28.12.3.d shall not apply to Structural Iron Workers.

37.23 — When Structural Iron Workers work in vaults, manholes, or other isolated areas there shall be another employee in the area.

37.34 — When three (3) or more journey level Structural Iron Workers are working on one (1) specific job, one (1) Journeyworker shall be in charge and shall receive additional compensation while acting in this capacity. This shall only be effective when their Crew Chief is absent from the premises for more than two (2) hours. The Journeyworker in charge may be required to use tools.

37.45 — Crew Chief shall supervise only and shall not be permitted to use tools except in case of emergency.

37.56 — When a crew of three (3) or more, three (3) of whom are journey level are assigned to work out of town, one (1) will be designated as Crew Chief and compensated as such. This Crew Chief may use tools and perform all Bargaining Unit duties. One of the Crew Chief's primary responsibilities is to insure that all safety rules are observed. The Crew Chief supervises employees under the direction of the local supervisor; if there is no Crew Chief, employees will be supervised by the local supervisor.

It is understood that the Department will continue its practice of designating one (1) employee "in-charge" when two (2) journey level employees are working together. As is our current practice, no extra compensation will be paid for this designation.

37.67 — A journey level part-time assistant to the Crew Chief may be used. Any certified Journeyworker may participate, but serving is not mandatory. Rotation will be on an hours basis (after 1040 hours, for instance.) The employee will not work in the office every day, but on an as-needed basis.

**ARTICLE 38. WORKING RULES FOR PROTECTION  
AND CONTROL ELECTRICIANS**

- 38.1 —The Protection and Control Electrician Crew Chief shall supervise only and shall not be permitted to use tools except in case of emergency.
- 38.2 —When the crew working on a specific job in a remote location consists of more than one (1) Protection and Control Electrician, one (1) of the electricians will be paid at the Protection and Control Electrician in Temporary Charge rate. A remote site is one which is located more than seventy-five (75) miles from the crews' assigned headquarters. Cedar Falls, Tolt, North Mountain, and Bothell are not considered remote sites.
- 38.3 —Protection and Control Electricians shall not do their own switching for the purpose of getting clearances on lines or equipment except Department facilities to serve a customer substation or in cases of emergency as requested by the Dispatcher.
- 38.4 —The Protection and Control Electrician Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignment, or special assignment) shall be replaced by a Journeyworker. A Journeyworker shall immediately be designated and compensated at the respective Protection and Control Electrician Crew Chief rate.
- 38.5 —The Protection and Control Electrician Crew Chief who, in his/her judgment, needs to leave the job site in order to perform assigned duties and responsibilities, shall designate a Journeyworker who is compensated at the Protection and Control Electrician Crew Chief rate. However, such compensation shall become effective only when the Crew Chief is absent from the job site for two (2) or more hours (consecutive) in a day.
- 38.6 —To assist in training and improving job skills, a skill development and maintenance training program will be developed by a standing training committee selected by mutual agreement of Labor and Management to include the Protection and Control Electrician Crew Chief and Protection and Control Electrician II which shall meet annually, or as needed, to establish and assess training programs.
- 38.7 —Should a problem arise with the individuals not being able to progress from a Protection and Control Electrician I to a Protection and Control Electrician II, the affected employee(s) in said position shall be afforded the opportunity to return to their previous classification(s) within the Department. If the individual was a non-Department employee prior to entering the Protection and Control Electrician I position, the employee shall be terminated.

**ARTICLE 39. WORKING RULES FOR UNDERGROUND CONSTRUCTION  
CREWS**

- 39.1 —Power Structure Mechanic shall operate construction equipment in excavating - back filling of ditches and trenches of underground facilities.
- 39.2 —Power Structure Mechanic shall act as leadworker in the absence of the Power Structure Mechanic Crew Chief, in the construction of transformer vaults, manholes, all nonmetallic conduit runs and installations of pre-cast transformer vaults, manholes and handholes. These crews may install the metal pre-fabricated 90 degree bend at the base of the pole, together with the first length of pipe up the pole. No permanent attachments will be made to the pole nor will these crews bend steel pipe.
- 39.3 —Power Structure Mechanic Crew Chief shall supervise only and shall not be permitted to use tools except in the case of emergency. ~~supervise only and shall not be permitted to use tools except in the case of emergency. be considered working crew chiefs and permitted to use tools.~~

**ARTICLE 40. POWER DISPATCHING**

40.1 —Power Dispatching shall be performed by employees in the following classifications:

Power Dispatcher, Senior  
Power Dispatcher  
Power Dispatcher, Assistant

40.2 —The working schedule for each work period of twenty-eight (28) days shall be posted with copies available for each individual, a minimum of seven (7) days before it is to go into effect. The working schedule shall provide for rotation of shifts and/or rotation of days off in a repeatable pattern which shall be mutually agreed upon by the Union and the Department. The Dispatchers shall have the right to trade shifts among themselves, provided that such shift trades do not result in additional expense to the Department. The Dispatchers shall have the right to trade shifts among themselves, provided that such shift trades do not result in additional expense to the Department, and that the trades are approved by their supervisors. Bidding within the same classification to these agreed upon work schedules shall be by seniority as defined in Section 28.14.

40.3 —Dispatchers will be allowed to use accrued vacation on their days off.

**ARTICLE 41. WORKING RULES FOR UNDERGROUND  
RESIDENTIAL DISTRIBUTION CREWS**

- 41.1 —Underground Residential Distribution (URD) work covers constructing, installing, modifying, testing, maintaining and/or removing an Underground Residential Distribution system. Framing or re-framing on URD terminal poles may be done by Lineworkers working in the URD work unit.
- 41.2 —A crew pulling primary cable between vaults shall include no less than two (2) Journeyworkers and shall be supervised by a Crew Chief.
- 41.3 —All work on energized conductors at primary voltages including testing or primary terminators shall be done by at least two (2) Journeyworkers one (1) of whom may be a Working Crew Chief.
- 41.4 —When a crew is switching an energized oil switch of 200 amps or more, such work shall be done by two (2) Journeyworkers one (1) of whom may be a working Crew Chief.
- 41.5 —The parties recognize the need for continual supervision of the work and safe work practices. Therefore, a Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignment, special assignment) shall be replaced by a Journeyworker per WAC 296 Chapter 45. A Journeyworker shall immediately be designated and compensated at the respective Crew Chief rate per Section 28.13.

A Crew Chief who, in his/her judgment, needs to leave the job site in order to perform assigned duties and responsibilities, shall designate a Journeyworker per WAC 296 Chapter 45 and Section 17.2 of this Agreement. Compensation for each such designation by a Crew Chief shall be made per Section 28.13. However, such compensation shall become effective only when the Crew Chief is absent from the job site for two (2) or more hours (accumulative) in a day.

- 41.6 —The basic URD crew structure will be:
- 1 Line Crew Chief
  - 2 Lineworkers
  - 1 of the following: Lineworker, Material Supplier or Lineworker Apprentice.
- 41.6.1 —The crew structure may vary, depending on the availability of employees (e.g. sick leave, vacation, training or other leave of absence) and/or assigned work tasks as agreed to by the Crew Chief. The following are possible variations from the basic crew structure:

Line Crew Chief  
Lineworker

Line Crew Chief  
Lineworker

Material Supplier

Lineworker Apprentice

Line Crew Chief

Lineworker

Lineworker

41.6.2 —The Crew Chief is a Working Crew Chief on four (4) member crews.

41.6.3 —In the event the crew is given an assignment which the Crew Chief determines is beyond the capability of the crew, for reasons involving training needs, appropriate classifications/skills, safety or difficult work situations, the Crew Chief will return the job for assignment to a larger crew or will arrange for additional workers of appropriate classifications/skills to be assigned to the crew.

41.6.4 —Sections 30.7.4 and 31.9 shall apply to the basic URD, four (4) member crew when performing the same or similar work within the URD.

41.7 —Transfers to Underground Residential Distribution shall be considered as transfers to another headquarters and shall be made as provided in the General Working Rules 28.14 provided, however, this provision does not imply that the Department cannot at its discretion assign other work crews to perform the work defined in 41.1.

41.8 —A Non-Working Crew Chief performing URD work shall not supervise more than seventeen (17) employees at one time or more than three (3) working Crew Chiefs.



**ARTICLE 42. ~~\_\_\_~~—WORKING RULES FOR STREETLIGHT CREWS**

- 42.1 —Transfers to Streetlighting shall be considered as transfers to another headquarters and shall be made as provided in General working rules 28.14. Disabled (e.g. permanently, partially, temporarily) electrical workers will be accommodated in accordance with applicable law.
- 42.2 —The basic Streetlight Service crew will be:
- 1 Lineworker
  - 1 Any of the following: Lineworker,  
Lineworker Apprentice,  
Material Supplier
- 42.2.1 A one person streetlight crew will be permitted to replace photo electric cells, lamps and troubleshoot street lights on residential streets only.
- 42.2.2 The Department and the Union agree that the one person crew may change streetlight heads only after the Department has provided adequate trucks, tools and procedures.
- 42.3 —A working Line Crew Chief shall be assigned as one (1) of the crew members on a two (2) person crew at the North and the South Service Centers, and shall provide day-to-day field supervision for the other two (2) person Streetlighting crews at that headquarters.
- 42.4 —The senior Lineworker when two (2) Lineworkers are assigned to a crew shall be designated as the lead person for purposes of supervising the other crew member and paid at the Lineworker JIC rate.
- 42.5 —A two (2) member Streetlighting crew shall not work on and/or over energized primary circuits.
- 42.6 —A two (2) member Streetlighting crew shall not install arterial streetlighting standards.
- 42.7 —When four (4) employees, at least two (2) of whom are Journeyworkers, are working on one specific job, one (1) Journeyworker shall be in charge and shall receive additional compensation at the Line Crew Chief rate.
- 42.8 —The journey level Lineworker assigned to the Streetlight Repair shop shall be paid at the JIC rate when supervising two (2) or more employees.

**ARTICLE 43. WORKING RULES FOR WORKLOAD PLANNING  
AND SUPPORT PERSONNEL**

- 43.1 —Crew Coordinators shall utilize any automation and will be provided training for the operation of this equipment and technology.
- 43.2 —Requests from individual Crew Coordinators to revert to working Crew Chief shall be honored within the requirements of the work, training of a replacement, and availability of a vacant Crew Chief position.
- 43.3 —Crew Coordinator vacancies shall be filled by seniority bid in accordance with Section 28.14 from the Incumbent Non-Working Line Crew Chiefs respectively as of January 23, 1991. The Incumbent Non-Working Cable Splicer Crew Chief - Non Network shall be considered an Incumbent Non-Working Line Crew Chief for purposes of this Section. When the specified Incumbent Non-Working Crew Chiefs have bid, are promoted, or otherwise vacate their Crew Chief position (retire, resign, etc.), or absent such bids, Crew Coordinators shall be assigned from the respective Working Crew Chiefs.
- 43.4 —The present Incumbent Non-Working Cable Splicer Crew Chief shall be allowed a one (1) time successful bid for appointment to the title of Cable Splicer Crew Chief assigned Crew Coordinator. This one (1) time bid right will be exercised at the Incumbent's discretion.
- 43.5 —Electrician Constructor Crew Coordinator vacancies shall be filled by seniority bid first from the Incumbent Non-Working Electrician Constructor Crew Chiefs as of October 14, 1994. Such bid shall be first offered within a headquarters. If no bids are received, bids will be honored across headquarters. The South headquarters shall include the shops. Each Incumbent Non-Working Crew Chief shall be allowed a one (1) time successful bid for appointment to this title to be used at their discretion.
- 43.6 —Meter Crew Chief Assigned Crew Coordinator vacancies shall be filled by seniority bid in accordance with Section 28.14 from the Incumbent Non-Working Meter Electrician Crew Chiefs respectively as of January 23, 2002. When the specified Incumbent Non-Working Crew Chiefs have bid, are promoted, or otherwise vacate their Crew Chief position (retire, resign, etc.), or absent such bids, Crew Coordinators shall be assigned from the respective Working Crew Chiefs.
- 43.7 —Employees appointed to Crew Coordinator will not be assigned to the work of a Crew Chief except in emergencies.

## **ARTICLE 44. WORKING RULES FOR LOCATORS**

- 44.1 —The parties recognize the need for continual supervision of the Locator crew. Therefore, a Crew Chief with an approved absence from the crew (vacation, sick leave, industrial injury, leave of absence, training, out-of-class assignment, special assignment) shall be replaced by a Journeyworker. A Journeyworker shall immediately be designated and compensated at the Crew Chief rate per Section 28.13.
- 44.1.1 —When the Locator crew consists of seven (7) or more crew members (including the Crew Chief), then the Crew Chief becomes a Non-Working Crew Chief.
- 44.1.2 —If the Crew Chief is absent from the work assignment and:
- a. there are two (2) journey level Locators on the same work assignment, then one (1) will be designated and paid as a JIC at the 111.65% rate.
  - b. the crew consists of three (3) or more of any classification on the same work assignment, then one (1) Journeyworker will be designated and compensated as a Working Crew Chief.
  - c. the crew consists of one (1) Locator on the same work assignment, that crew member will be paid at the journey level rate.
- 44.1.3 When Locators work either scheduled or unscheduled overtime, they shall have a Crew Chief on duty or else a Journeyworker will be designated and compensated at the Crew Chief rate.
- 44.2 —The Locator overtime accumulation list determines who is called. However, the duty Supervisor may consider distance as a factor if he/she is notified that the requester has a crew on site. The Locator overtime accumulation list shall include all Locators and the Locator Crew Chief.
- The Locator overtime accumulation list determines who is offered scheduled overtime.
- 44.3 —The Crew Chief makes the work assignments. In the event a Locator is given an assignment which he or she determines is beyond his or her individual capability for reasons involving training needs, appropriate classifications/skills, safety or difficult work situations, the Locator will notify the Locator Crew Chief who shall arrange for additional workers of appropriate classification/skills to be assigned to the crew.
- 44.4 —Transfer of locating work, as defined in Section 28.14.4, shall be to Network or URD crews.

44.5 —Cable Splicers and Lineworkers may bid to the Locator crew, per Section 28.14. Transfers to the Locator crew(s) shall be considered as transfer to another headquarters and shall be made as provided in the General Working Rules 28.14. Successful bidders will be assigned to the Locator crew(s) as a Lineworker assigned Locator or Cable Splicer assigned Locator; however, they will retain their status and continue to accrue seniority in their base classification as Lineworker or Cable Splicer.

44.6 —Cable Splicers assigned Locator or Lineworkers assigned Locator will be eligible for selection and permanent assignment to Locator Crew Chief one year after assignment to the Locator crew. A Locator Crew Chief may return to their base class of Cable Splicer or Lineworker, but they cannot transfer to another Crew Chief position, other than a Locator Crew Chief.

A journey level Cable Splicer assigned Locator or Lineworker assigned Locator is eligible for temporary, out-of-class assignment to Locator Crew Chief after successfully completing the training in locating work.

44.7 —All members of the Locator crew will be trained and utilized in all aspects of locating work, included in the URD and Network.

44.8 —Upon a successful bid, each employee will have a training assessment done by the Crew Chief and Supervisor. The Crew Chief and/or Journeyworkers will do the training; management will make the determination of when the crew member has successfully completed the training.

44.9 The following job titles will be used for positions assigned to Locator work.

Cable Splicer assigned Locator	<del>106.1</del> 32.11%
Cable Splicer assigned Locator Crew Chief	<del>119.25</del> 48.61%
Lineworker assigned Locator	<del>109.18</del> 32.11%
Lineworker assigned Locator Crew Chief	<del>122.83</del> 48.61%

Locator Crew Chiefs will be selected from the Locator crew.

44.10 These Locator unit work rules shall supersede the terms and conditions of the following grievance settlement letters: 1) February 4, 1992, #91-015 and 2) May 15, 1990, #89-04.

## ARTICLE 45. RETIREMENT

45.1 —Pursuant to Ordinance 78444, as amended, and as further amended in 1998 by Ordinance Numbers 119275 and 119291, all employees shall be covered by the Seattle City Employees Retirement System. The 1998 amendment incorporates the terms and conditions of the settlement agreement signed on August 19, 1998, by the City and a coalition of Unions representing City employees, including IBEW, Local 77, as follows:

Any retirement system member who was employed in a Bargaining Unit position on or after January 1, 1998, which was represented by the Union shall be provided retirement benefits consistent with the following concepts:

- a. An annual, compounding COLA of 1.5%.
  - b. A 60% “floor” COLA adjusted annually with no limitation to the annual increase in the CPI.
  - c. A member’s retirement allowance shall reflect the highest of the calculations described in a, b, or the “13<sup>th</sup> Check.”
  - d. Effective January 1, 1999, the existing six (6) month waiting period required before new employees become eligible for retirement system membership shall be eliminated as a policy matter.
  - e. If through negotiations or by other means the City makes changes to benefits under the Seattle City Employees’ Retirement System different from those reflected above, the Union will be given the opportunity to review said changes and either accept or reject them.
- 45.2 —City of Seattle Traditional, City of Seattle Preventive, Secure Horizons (affiliated with PacifiCare) and Group Health Cooperative (Standard and Deductible): A pre-Medicare eligible retiree health care plan shall be made available by each health care plan provider for employees covered by the provisions of this contract who retire from IBEW, Local 77 represented positions and their City employment.
- 45.3 During the term of this agreement the City of Seattle shall have the right to re-open on proposed changes to the retirement system.

**SCHEDULE “A”**  
 I.B.E.W., LOCAL 77, CITY LIGHT DEPARTMENT  
 January 23, 2023 - January 22, 2024

<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/2023</u>
<del>Apprentice, Cable Splicer</del>	<del>67.00% of 132.11% 67.00% of 106%</del>	<del>\$47.87 \$28.34</del>
	<del>71.00% of 132.11% 71.00% of 106%</del>	<del>\$50.73 \$30.00</del>
	<del>77.00% of 132.11% 77.00% of 106%</del>	<del>\$55.02 \$32.53</del>
	<del>79.00% of 132.11% 79.00% of 106%</del>	<del>\$56.45 \$33.38</del>
	<del>83.00% of 132.11% 83.00% of 106%</del>	<del>\$59.31 \$35.07</del>
	<del>87.00% of 132.11% 87.00% of 106%</del>	<del>\$62.16 \$36.76</del>
	<del>91.00% of 132.11% 91.00% of 106%</del>	<del>\$65.02 \$38.45</del>
<del>Apprentice, Electrician Constructor</del>	<del>67.00% of 132.11% 67.00% of 106%</del>	<del>\$47.87 \$28.34</del>
	<del>71.00% of 132.11% 71.00% of 106%</del>	<del>\$50.73 \$30.00</del>
	<del>77.00% of 132.11% 77.00% of 106%</del>	<del>\$55.02 \$32.53</del>
	<del>79.00% of 132.11% 79.00% of 106%</del>	<del>\$56.45 \$33.38</del>
	<del>83.00% of 132.11% 83.00% of 106%</del>	<del>\$59.31 \$35.07</del>
	<del>87.00% of 132.11% 87.00% of 106%</del>	<del>\$62.16 \$36.76</del>
	<del>91.00% of 132.11% 91.00% of 106%</del>	<del>\$65.02 \$38.45</del>

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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/2023</u>
	<u>95.00% of</u> <del>132.11%</del> 95.00% of 106%	<u>\$67.88</u> \$40.14
Apprentice, Lineworker	<u>67.00% of</u> <del>132.11%</del> 67.00% of 109.18%	<u>\$47.87</u> \$29.16
	<u>73.00% of</u> <del>132.11%</del> 73.00% of 109.18%	<u>\$52.16</u> \$31.77
	<u>77.00% of</u> <del>132.11%</del> 77.00% of 109.18%	<u>\$55.02</u> \$33.51
	<u>80.00% of</u> <del>132.11%</del> 80.00% of 109.18%	<u>\$57.16</u> \$34.82
	<u>85.00% of</u> <del>132.11%</del> 85.00% of 109.18%	<u>\$60.73</u> \$36.99
	<u>90.00% of</u> <del>132.11%</del> 90.00% of 109.18%	<u>\$64.31</u> \$39.17
	<u>95.00% of</u> <del>132.11%</del> 95.00% of 109.18%	<u>\$67.88</u> \$41.34
	<u>67.00% of 122.43%</u>	<u>\$44.37</u>
Apprentice, Meter Electrician	<u>73.00% of</u> <del>122.43%</del> 73.00% of 106%	<u>\$48.34</u> \$28.31
	<u>77.00% of</u> <del>122.43%</del> 77.00% of 106%	<u>\$50.99</u> \$30.84
	<u>83.00% of</u> <del>122.43%</del> 83.00% of 106%	<u>\$54.96</u> \$32.53
	<u>89.00% of</u> <del>122.43%</del> 89.00% of 106%	<u>\$58.94</u> \$35.07
	<u>95.00% of</u> <del>122.43%</del> 95.00% of 106%	<u>\$62.91</u> \$37.60
	95.00% of 106%	\$40.14

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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/2023</u>
	<u>132.11%</u>	<u>\$71.45</u>
<del>Cable Splicer—Assigned Locator</del>	<del>106.00%</del>	<del>\$42.25</del>
	<u>132.11%</u>	<u>\$71.45</u>
<del>Cable Splicer—Non Network Area (Incumbent)</del>	<del>106.00%</del>	<del>\$42.25</del>
	<u>132.11%</u>	<u>\$71.45</u>
<del>Cable Splicer—Network Area</del>	<del>106.00%</del>	<del>\$42.25</del>
	<u>89.76%</u>	<u>\$48.55</u>
<del>Cable Splicer Helper— Non Network Area (Incumbent)</del>	<del>93.47%72.00%</del>	<del>\$50.55\$28.70</del>
	<u>97.21%75.00%</u>	<u>\$52.58\$29.90</u>
	<del>78.00%</del>	<del>\$31.09</del>
	<u>91.15%</u>	<u>\$49.30</u>
<del>Cable Splicer Helper—Network Area</del>	<del>95.12%73.14%</del>	<del>\$51.45\$29.15</del>
	<u>99.07%76.32%</u>	<u>\$53.58\$30.42</u>
	<del>79.50%</del>	<del>\$31.69</del>
<del>Chief Hydro Operator</del>	<del>131.18% + 2%119.25%</del>	<del>\$72.03\$47.53</del>
<del>Craft Instructor Apprenticeship</del>	<del>148.61% + 2%119.25% + 2%</del>	<del>\$81.46\$48.48</del>
<del>Craft Instructor Apprenticeship (Line Crew Chief)</del>	<del>170.28% + 2%122.83% + 2%</del>	<del>\$93.18\$49.94</del>
<del>Crew Chief, Assistant Electrician Meter</del>	<del>106.00%</del>	<del>\$42.25</del>
	<u>122.43%</u>	<u>\$66.22</u>
<del>Crew Chief, Cable Splicer—Assigned Locator</del>	<del>119.25%</del>	<del>\$47.53</del>
<del>Crew Chief, Cable Splicer— Non Network Area (Incumbent)</del>	<del>148.61%119.25%</del>	<del>\$80.38\$47.53</del>
<del>Crew Chief, Cable Splicer—Network Area</del>	<del>148.61%119.25%</del>	<del>\$80.38\$47.53</del>
<del>Crew Chief, Cable Splicer— Assigned Crew Coordinator</del>	<del>148.61%119.25%</del>	<del>\$80.38\$47.53</del>



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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/2023</u>
<del>Crew Chief, Electrician Communications</del>	<del>148.61%121.50%</del>	<del>\$80.38\$48.43</del>
<del>Crew Chief, Electrician Constructor</del>	<del>148.61%119.25%</del>	<del>\$80.38\$47.53</del>
<del>Crew Chief, Electrician Constructor Core</del>	<del>148.61%119.25%</del>	<del>\$80.38\$47.53</del>
<del>Crew Chief, Meter Electrician – Assigned Crew Coordinator</del>	<del>137.72%119.25%</del>	<del>\$74.49\$47.53</del>
<del>Crew Chief, Meter Electrician, Working</del>	<del>137.72%119.25%</del>	<del>\$74.49\$47.53</del>
<del>Crew Chief, Electrical Work Review</del>	<del>135.10%119.25%</del>	<del>\$73.07\$47.53</del>
<del>Crew Chief, Line Crew</del>	<del>148.61%122.83%</del>	<del>\$80.38\$48.96</del>
<del>Crew Chief, Line – Assigned Crew Coordinator</del>	<del>148.61%122.83%</del>	<del>\$80.38\$48.96</del>
<del>Crew Chief, Lineworker Assigned Locator</del>	<del>148.61%122.83%</del>	<del>\$80.38\$48.96</del>
<del>Crew Chief, Pole Yard</del>	<del>98.45%98.44%</del>	<del>\$53.25\$39.24</del>
<del>Crew Chief, Power Structures Mechanic</del>	<del>106.00%106.00%</del>	<del>\$57.33\$42.25</del>
<del>Crew Chief, Structural Iron Worker</del>	<del>119.25%119.25%</del>	<del>\$64.50\$47.53</del>
<del>Crew Chief, Transmission Line</del>	<del>148.61%122.83%</del>	<del>\$80.38\$48.96</del>
<del>Dispatcher, Power, Assistant</del>	<del>100.00%</del>	<del>\$39.86</del>
	<del>113.82%104.00%</del>	<del>\$61.56\$41.45</del>
	<del>118.38%108.00%</del>	<del>\$64.03\$43.05</del>
	<del>122.93%</del>	<del>\$66.49</del>
<del>Dispatcher, Power</del>	<del>119.86%</del>	<del>\$47.78</del>

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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/2023</u>
	<del>152.91%</del> 124.11%	<del>\$82.70</del> \$49.47
	<del>158.33%</del> 128.42%	<del>\$85.63</del> \$51.19
	<del>163.78%</del>	<del>\$88.58</del>
Dispatcher, Power, Senior	145.19%	\$57.87
	<del>175.87%</del>	<del>\$95.12</del>
Electrical Helper	69.00%	\$27.50
	<del>69.00%</del> 72.00%	<del>\$37.32</del> \$28.70
	<del>72.00%</del> 75.00%	<del>\$38.94</del> \$29.90
	<del>75.00%</del>	<del>\$40.56</del>
Electrical Helper—Assigned Hydraulic Boom Operator (while so assigned)	73.65%	\$29.36
	<del>73.65%</del> 76.64%	<del>\$39.83</del> \$30.55
	<del>76.64%</del> 79.63%	<del>\$41.45</del> \$31.74
	<del>79.63%</del>	<del>\$43.07</del>
Electrical Helper, Boundary	69.00%	\$27.50
	<del>69.00%</del> 72.00%	<del>\$37.32</del> \$28.70
	<del>72.00%</del> 75.00%	<del>\$38.94</del> \$29.90
	<del>75.00%</del>	<del>\$40.56</del>
Electrical Helper, Boundary Assigned Operator Heavy Equipment (while so assigned)	79.63%	\$31.74
	<del>79.63%</del>	<del>\$43.07</del>
Electrician, Communications I	100.00%	\$39.86
	<del>110.00%</del>	<del>\$59.49</del>
Electrician, Communications II	103.00%	\$41.06
	<del>113.30%</del> 105.50%	<del>\$61.28</del> \$42.05
	<del>116.05%</del> 108.00%	<del>\$62.77</del> \$43.05
	<del>118.80%</del>	<del>\$64.25</del>
Electrician Communications II Temporary In Charge (while so assigned)	113.75%	\$45.34
	<del>125.13%</del>	<del>\$67.68</del>
Electrician Communications Journeyworker In Charge—Skagit	113.75%	\$45.34
	<del>125.13%</del>	<del>\$67.68</del>
Electrician Constructor	106.00%	\$42.25

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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/202+3</u>
<del>Electrician-Constructor (Operator Incumbent)</del>	<del>106.00%</del>	<del>\$42.25</del>
	<u>132.11%</u>	<u>\$71.45</u>
<del>Electrician-Constructor In Temporary Charge</del>	<del>111.65%</del>	<del>\$44.50</del>
	<u>139.15%</u>	<u>\$75.26</u>
<del>Electrician-Constructor Crew Chief Assigned Crew Coordinator</del>	<del>119.25%</del>	<del>\$47.53</del>
	<u>148.61%</u>	<u>\$80.38</u>
<del>Electrician-Constructor Working Crew Chief</del>	<del>119.25%</del>	<del>\$47.53</del>

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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/2023</u>
<del>Electrician-Constructor (Operator Incumbent) Working Crew Chief Assigned Crew Coordinator</del>	<del>119.25%</del> <u>148.61%</u>	<del>\$47.53</del> <u>\$80.38</u>
<del>Electrician-Constructor— Assigned In Charge of Testing/Transformer Repair</del>	<del>110.60%</del> <u>148.61%</u>	<del>\$44.09</del> <u>\$80.38</u>
<del>Electrician, Meter</del>	<del>106.00%</del> <u>148.61%</u>	<del>\$42.25</del> <u>\$80.38</u>
<del>Hydro Maintenance Worker I—Generation</del>	<del>58.00%</del> <u>137.84%</u> 61.00%	<del>\$23.12</del> <u>\$74.55</u> \$24.31
	64.00%	\$25.51
	<u>122.43%</u>	<u>\$66.22</u>
<del>Hydro Maintenance Worker II—Generation</del>	<del>67.00%</del> <u>58.00%</u>	<del>\$26.71</del> <u>\$31.37</u>
<del>Hydro Maintenance Worker II—Generation Assigned Operator, Heavy Equipment (while so assigned)</del>	<del>61.00%</del> <u>75.00%</u> 79.63%	<del>\$32.99</del> <u>\$40.56</u> \$31.74
<del>Journeyworker—Assigned Streetlight</del>	<del>109.18%</del> <u>79.63%</u>	<del>\$43.52</del> <u>\$43.07</u>
<del>Journeyworker—Assigned Meter</del>	<del>106.00%</del> <u>79.63%</u>	<del>\$42.25</del> <u>\$43.07</u>
<del>Journeyworker In Charge, Powerhouse</del>	<del>119.25%</del> <u>120.10%</u>	<del>\$47.53</del> <u>\$64.96</u>
<del>Journeyworker In Charge</del>	<del>115.00%</del> <u>122.43%</u>	<del>\$45.84</del> <u>\$66.22</u>
<del>Journeyworker In Charge, Cable Splicer</del>	<del>111.65%</del> <u>144.29%</u>	<del>\$44.50</del> <u>\$78.04</u>
<del>Journeyworker In Charge, Cable Splicer— Assigned Pump Truck</del>	<del>111.65%</del> <u>139.15%</u>	<del>\$44.50</del> <u>\$75.26</u>
<del>Journeyworker In Charge, Cable Splicer— Assigned Vactor</del>	<del>111.65%</del>	<del>\$44.50</del>

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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/202+3</u>
	<u>139.15%</u>	<u>\$75.26</u>
<del>Lineworker</del>	109.18%	\$43.52
	<u>139.15%</u>	<u>\$75.26</u>
<del>Lineworker—Assigned Locator</del>	109.18%	\$43.52
	<u>139.15%</u>	<u>\$75.26</u>
<del>Lineworker Pre-Apprentice</del>	65.00% of 109.18%	\$28.29
	<u>132.11%</u>	<u>\$71.45</u>
<del>Lineworker, Transmission</del>	117.16%	\$46.70
	<u>132.11%</u>	<u>\$71.45</u>
<del>Lineworker—Assigned Powerline Clearance</del>	117.16%	\$46.70
	<u>65.00% of 132.11%</u>	<u>\$46.44</u>
<del>Material Supplier, Electrical—Assigned Crew Support and/or Chipper Dump Truck</del>	80.00%	\$31.89
	<u>141.77%</u>	<u>\$76.68</u>
<del>Material Supplier, Electrical—Assigned Oil Truck, Condor Hydraulic Boom, Network Support, Pump Truck, Vactor Truck and/or Tool Room</del>	82.50%	\$32.88
	<u>141.77%</u>	<u>\$76.68</u>
<del>Material Supplier, Electrical—Assigned to Pole Hauling Detail or 15,000 GVW or Heavier Truck Equipped with Cable Winch and/or Derrick</del>	87.50%	\$34.88
	<u>82.40%</u>	<u>\$44.57</u>
<del>Material Supplier, Electrical—Assigned Electrical Equipment Custodian</del>	98.44%	\$39.24
	<u>84.98%</u>	<u>\$45.96</u>
<del>Material Supplier, Electrical—Assigned Line Equipment Operator/Pole Digging Machine or Hydraulic Boom for Pole Setting or Transmission Line Work or URD or Network Cable Pulling</del>	93.00%	\$37.07
	<u>90.13%</u>	<u>\$48.75</u>
<del>Material supplier, Network Assigned Vactor/Pump Trucks</del>	82.50%	\$32.88
	<u>101.39%</u>	<u>\$54.84</u>
<del>Mechanic, Power Structures</del>	92.44%	\$36.85
	<u>95.79%</u>	<u>\$51.81</u>

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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/2023</u>
<del>Operator, Hydro Crane</del>	90.00%	\$35.87
	<u>84.98%</u>	<u>\$45.96</u>
<del>Operator, Hydroelectric I</del>	91.00%	\$36.27
	<u>92.44%</u> <del>96.00%</del>	<u>\$50.00</u> <del>\$38.27</del>
<del>Operator, Hydroelectric II</del>	90.00%	\$42.25
	<u>106.00%</u>	<u>\$48.68</u>
<del>Powerline Clearance Tree Trimmer</del>	101.01%	\$39.86
	<u>100.00%</u>	<u>\$54.63</u>
	<u>106.56%</u>	<u>\$57.63</u>
<del>Powerline Clearance Tree Trimmer— Journeyworker In Charge</del>	106.00%	\$42.25
	<u>117.66%</u>	<u>\$63.64</u>
<del>Powerline Clearance Coordinator</del>	122.83%	\$48.96
	<u>105.06%</u>	<u>\$56.82</u>
<del>Protection &amp; Control Electrician Crew Chief</del>	140.72%	\$56.09
	<u>111.18%</u>	<u>\$60.13</u>
<del>Protection &amp; Control Electrician I</del>	112.36%	\$44.79
	<u>135.10%</u> <del>114.48%</del>	<u>\$73.07</u> <del>\$45.63</del>
<del>Protection &amp; Control Electrician II</del>	170.28%	\$45.63
	<u>114.48%</u>	<u>\$92.10</u>
	116.60%	\$46.48
	<u>135.95%</u> <del>118.72%</del>	<u>\$73.53</u> <del>\$47.32</del>
	<u>138.51%</u> <del>121.90%</del>	<u>\$74.91</u> <del>\$48.59</del>
	125.08%	\$49.86
<del>Protection &amp; Control Electrician— In Temporary Charge</del>	138.51%	\$52.52
	<u>131.75%</u>	<u>\$74.91</u>
	<u>141.08%</u>	<u>\$76.30</u>
<del>Structural Iron Worker</del>	143.66%	\$38.27
	<u>96.00%</u>	<u>\$77.70</u>
	<u>147.50%</u> <del>101.00%</del>	<u>\$79.78</u> <del>\$40.26</del>
	<u>151.36%</u> <del>106.00%</del>	<u>\$81.86</u> <del>\$42.25</del>
<del>Structural Iron Worker—In Temporary Charge</del>	159.41%	\$44.50
	<u>111.65%</u>	<u>\$86.22</u>

<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/202+3</u>
-	<u>Percentage of 100% rate</u>	<u>Effective 1/23/2023</u>
<u>Apprentice, Cable Splicer</u>	<u>67.00% of 132.11%</u>	<u>\$47.87</u>
	<u>71.00% of 132.11%</u>	<u>\$50.73</u>
	<u>77.00% of 132.11%</u>	<u>\$55.02</u>
	<u>79.00% of 132.11%</u>	<u>\$56.45</u>
	<u>83.00% of 132.11%</u>	<u>\$59.31</u>
	<u>87.00% of 132.11%</u>	<u>\$62.16</u>
	<u>91.00% of 132.11%</u>	<u>\$65.02</u>
	<u>95.00% of 132.11%</u>	<u>\$67.88</u>
<u>Apprentice, Electrician Constructor</u>	<u>67.00% of 132.11%</u>	<u>\$47.87</u>
	<u>71.00% of 132.11%</u>	<u>\$50.73</u>
	<u>77.00% of 132.11%</u>	<u>\$55.02</u>
	<u>79.00% of 132.11%</u>	<u>\$56.45</u>
	<u>83.00% of 132.11%</u>	<u>\$59.31</u>
	<u>87.00% of 132.11%</u>	<u>\$62.16</u>
	<u>91.00% of 132.11%</u>	<u>\$65.02</u>
	<u>95.00% of 132.11%</u>	<u>\$67.88</u>
<u>Apprentice, Lineworker</u>	<u>67.00% of 132.11%</u>	<u>\$47.87</u>
	<u>73.00% of 132.11%</u>	<u>\$52.16</u>
	<u>77.00% of 132.11%</u>	<u>\$55.02</u>
	<u>80.00% of 132.11%</u>	<u>\$57.16</u>
	<u>85.00% of 132.11%</u>	<u>\$60.73</u>
	<u>90.00% of 132.11%</u>	<u>\$64.31</u>
	<u>95.00% of 132.11%</u>	<u>\$67.88</u>
	<u>Apprentice, Meter Electrician</u>	<u>67.00% of 122.43%</u>
<u>73.00% of 122.43%</u>		<u>\$48.34</u>

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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/2023</u>
	<u>77.00% of 122.43%</u>	<u>\$50.99</u>
	<u>83.00% of 122.43%</u>	<u>\$54.96</u>
	<u>89.00% of 122.43%</u>	<u>\$58.94</u>
	<u>95.00% of 122.43%</u>	<u>\$62.91</u>
<u>Cable Splicer - Assigned Locator</u>	<u>132.11%</u>	<u>\$71.45</u>
<u>Cable Splicer-Non Network Area (Incumbent)</u>	<u>132.11%</u>	<u>\$71.45</u>
<u>Cable Splicer-Network Area</u>	<u>132.11%</u>	<u>\$71.45</u>
<u>Cable Splicer Helper-Non Network Area (Incumbent)</u>	<u>89.76%</u>	<u>\$48.55</u>
	<u>93.47%</u>	<u>\$50.55</u>
	<u>97.21%</u>	<u>\$52.58</u>
<u>Cable Splicer Helper-Network Area</u>	<u>91.15%</u>	<u>\$49.30</u>
	<u>95.12%</u>	<u>\$51.45</u>
	<u>99.07%</u>	<u>\$53.58</u>
<u>Chief Hydro Operator</u>	<u>131.18%</u>	<u>\$70.95</u>
<u>Craft Instructor-Apprenticeship</u>	<u>137.72% + 2%</u>	<u>\$75.57</u>
<u>Craft Instructor-Apprenticeship</u>	<u>148.61% + 2%</u>	<u>\$81.46</u>
<u>Craft Instructor - Apprenticeship (PACE Crew Chief)</u>	<u>170.28% + 2%</u>	<u>\$93.18</u>



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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/2023</u>
<u>Crew Chief, Assistant Electrician Meter</u>	<u>122.43%</u>	<u>\$66.22</u>
<u>Crew Chief, Cable Splicer-Assigned Locator</u>	<u>148.61%</u>	<u>\$80.38</u>
<u>Crew Chief, Cable Splicer-Non Network Area (Incumbent)</u>	<u>148.61%</u>	<u>\$80.38</u>
<u>Crew Chief, Cable Splicer-Network Area</u>	<u>148.61%</u>	<u>\$80.38</u>
<u>Crew Chief, Cable Splicer-Assigned Crew Coordinator</u>	<u>148.61%</u>	<u>\$80.38</u>
<u>Crew Chief, Electrician Communications</u>	<u>133.65%</u>	<u>\$72.29</u>
<u>Crew Chief, Electrician Constructor</u>	<u>148.61%</u>	<u>\$80.38</u>
<u>Crew Chief, Electrician Constructor Core</u>	<u>148.61%</u>	<u>\$80.38</u>
<u>Crew Chief, Meter Electrician, Asgd Crew Coordinator</u>	<u>137.72%</u>	<u>\$74.49</u>
<u>Crew Chief, Meter Electrician, Working</u>	<u>137.72%</u>	<u>\$74.49</u>
<u>Crew Chief, Electrical Work Review</u>	<u>148.61%</u>	<u>\$80.38</u>
<u>Crew Chief, Line Crew</u>	<u>148.61%</u>	<u>\$80.38</u>
<u>Crew Chief, Line-Assigned Crew Coordinator</u>	<u>148.61%</u>	<u>\$80.38</u>
<u>Crew Chief, Lineworker Assigned Locator</u>	<u>148.61%</u>	<u>\$80.38</u>

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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/2023</u>
<u>Crew Chief, Pole Yard</u>	<u>98.45%</u>	<u>\$53.25</u>
<u>Crew Chief, Power Structures Mechanic</u>	<u>106.00%</u>	<u>\$57.33</u>
<u>Crew Chief, Structural Iron Worker</u>	<u>119.25%</u>	<u>\$64.50</u>
<u>Crew Chief, Transmission Line</u>	<u>148.61%</u>	<u>\$80.38</u>
<u>Dispatcher, Power, Assistant</u>	<u>113.82%</u>	<u>\$61.56</u>
	<u>118.38%</u>	<u>\$64.03</u>
	<u>122.93%</u>	<u>\$66.49</u>
<u>Dispatcher, Power</u>	<u>152.91%</u>	<u>\$82.70</u>
	<u>158.33%</u>	<u>\$85.63</u>
	<u>163.78%</u>	<u>\$88.58</u>
<u>Dispatcher, Power, Senior</u>	<u>175.87%</u>	<u>\$95.12</u>
<u>Electrical Helper</u>	<u>69.00%</u>	<u>\$37.32</u>
	<u>72.00%</u>	<u>\$38.94</u>
	<u>75.00%</u>	<u>\$40.56</u>
<u>Electrical Helper-Assigned</u>	<u>73.65%</u>	<u>\$39.83</u>
<u>Hydraulic Boom Operator</u>	<u>76.64%</u>	<u>\$41.45</u>
<u>(while so assigned)</u>	<u>79.63%</u>	<u>\$43.07</u>
<u>Electrical Helper Boundary</u>	<u>69.00%</u>	<u>\$37.32</u>
	<u>72.00%</u>	<u>\$38.94</u>
	<u>75.00%</u>	<u>\$40.56</u>

<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/2023</u>
<u>Electrical Helper, Boundary Assigned Operator Heavy Equipment (while so assigned)</u>	<u>79.63%</u>	<u>\$43.07</u>
<u>Electrician, Communications I</u>	<u>110.00%</u>	<u>\$59.49</u>
<u>Electrician, Communications II</u>	<u>113.30%</u>	<u>\$61.28</u>
	<u>116.05%</u>	<u>\$62.77</u>
	<u>118.80%</u>	<u>\$64.25</u>
<u>Electrician, Communications II Temporary In- Charge (while so assigned)</u>	<u>125.13%</u>	<u>\$67.68</u>
<u>Electrician, Communications Journeyworker In- Charge Skagit</u>	<u>125.13%</u>	<u>\$67.68</u>
<u>Electrician, Constructor</u>	<u>132.11%</u>	<u>\$71.45</u>
<u>Electrician, Constructor (Operator Incumbent)</u>	<u>132.11%</u>	<u>\$71.45</u>
<u>Electrician Constructor In Temporary Charge</u>	<u>139.15%</u>	<u>\$75.26</u>
<u>Electrician Constructor Crew Chief Assigned Crew Coordinator</u>	<u>148.61%</u>	<u>\$80.38</u>
<u>Electrician Constructor Working Crew Chief Assigned Crew Coordinator</u>	<u>148.61%</u>	<u>\$80.38</u>
<u>Electrician Constructor Working Crew Chief</u>	<u>148.61%</u>	<u>\$80.38</u>
<u>Electrician Constructor (Operator Incumbent) Working Crew Chief Assigned Crew Coordinator</u>	<u>148.61%</u>	<u>\$80.38</u>
<u>Electrician Constructor Assigned In Charge of Testing/Transformer Repair</u>	<u>137.84%</u>	<u>\$74.55</u>

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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/202+3</u>
<u>Electrician, Meter</u>	<u>122.43%</u>	<u>\$66.22</u>
<u>Hydro Maintenance Worker I - Generation</u>	<u>58.00%</u>	<u>\$31.37</u>
	<u>61.00%</u>	<u>\$32.99</u>
	<u>75.00%</u>	<u>\$40.56</u>
<u>Hydro Maintenance Worker II - Generation</u>	<u>79.63%</u>	<u>\$43.07</u>
<u>Hydro Maintenance Worker II - Generation Assigned Operator, Heavy Equipment (while so assigned)</u>	<u>79.63%</u>	<u>\$43.07</u>
<u>Journeyworker-Asgd Streetlight</u>	<u>132.11%</u>	<u>\$71.45</u>
<u>Journeyworker-Asgd Meter</u>	<u>122.43%</u>	<u>\$66.22</u>
<u>Journeyworker In Charge - Powerhouse</u>	<u>144.29%</u>	<u>\$78.04</u>
<u>Journeyworker In Charge</u>	<u>139.15%</u>	<u>\$75.26</u>
<u>Journeyworker In Charge-Cable Splicer</u>	<u>139.15%</u>	<u>\$75.26</u>
<u>Journeyworker In Charge, Cable Splicer - Assigned Pump Truck</u>	<u>139.15%</u>	<u>\$75.26</u>
<u>Journeyworker In Charge, Cable Splicer - Assigned Vactor</u>	<u>139.15%</u>	<u>\$75.26</u>
<u>Lineworker</u>	<u>132.11%</u>	<u>\$71.45</u>
<u>Lineworker - Assigned Locator</u>	<u>132.11%</u>	<u>\$71.45</u>

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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/2023</u>
<u>Lineworker Pre-Apprentice</u>	<u>65.00% of 132.11%</u>	<u>\$46.44</u>
<u>Lineworker, Transmission</u>	<u>141.77%</u>	<u>\$76.68</u>
<u>Lineworker assigned Powerline Clearance</u>	<u>141.77%</u>	<u>\$76.68</u>
<u>Material Supplier, Electrical Assigned Crew Support, and/or Chipper Dump Truck</u>	<u>82.40%</u>	<u>\$44.57</u>
<u>Material Supplier, Electrical Assigned Oil Truck, Condor Hydraulic Boom, Network Support, Pump Truck, Vactor Truck and/or Tool Room</u>	<u>84.98%</u>	<u>\$45.96</u>
<u>Material Supplier, Electrical Assigned to Pole Hauling assigned to Pole Hauling Detail or 15,000 GVW or heavier truck equipped with Cable Winch and/or Derrick</u>	<u>90.13%</u>	<u>\$48.75</u>
<u>Material Supplier, Electrical Assigned Electrical Equipment Custodian</u>	<u>101.39%</u>	<u>\$54.84</u>
<u>Material Supplier, Electrical Assigned Line Equipment Operator/Pole Digging Machine or Hydraulic Boom for Pole Setting or Transmission Line Work or URD or Network Cable Pulling</u>	<u>95.79%</u>	<u>\$51.81</u>
<u>Material Supplier, Network Assigned Vactor/Pump Trucks</u>	<u>84.98%</u>	<u>\$45.96</u>
<u>Mechanic, Power Structures</u>	<u>92.44%</u>	<u>\$50.00</u>
<u>Operator, Hydro-Crane</u>	<u>90.00%</u>	<u>\$48.68</u>
<u>Operator, Hydro-Electric I</u>	<u>101.01%</u>	<u>\$54.63</u>

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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/202+3</u>
	<u>106.56%</u>	<u>\$57.63</u>
<u>Operator, Hydro-Electric II</u>	<u>117.66%</u>	<u>\$63.64</u>
<u>Powerline Clearance Tree Trimmer</u>	<u>105.06%</u>	<u>\$56.82</u>
<u>Powerline Clearance Tree Trimmer - Journeyworker In Charge</u>	<u>111.18%</u>	<u>\$60.13</u>
<u>Powerline Clearance Coordinator</u>	<u>148.61%</u>	<u>\$80.38</u>
<u>Protection &amp; Control Electrician Crew Chief</u>	<u>170.28%</u>	<u>\$92.10</u>
<u>Protection &amp; Control Electrician I</u>	<u>135.95%</u>	<u>\$73.53</u>
	<u>138.51%</u>	<u>\$74.91</u>
<u>Protection &amp; Control Electrician II</u>	<u>138.51%</u>	<u>\$74.91</u>
	<u>141.08%</u>	<u>\$76.30</u>
	<u>143.66%</u>	<u>\$77.70</u>
	<u>147.50%</u>	<u>\$79.78</u>
	<u>151.36%</u>	<u>\$81.86</u>
<u>Prot &amp; Cntrl Electn-In Temp Charge</u>	<u>159.41%</u>	<u>\$86.22</u>
<u>Structural Iron Worker</u>	<u>96.00%</u>	<u>\$51.92</u>
	<u>101.00%</u>	<u>\$54.63</u>
	<u>106.00%</u>	<u>\$57.33</u>
<u>Structural Iron Worker - In Temporary Charge</u>	<u>111.65%</u>	<u>\$60.39</u>

Shift differential pay is flat rate, \$3.25 per hour

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SCHEDULE “A”  
I.B.E.W., LOCAL 77, CITY LIGHT DEPARTMENT  
January 23, 2024 - January 22, 2025

<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/2024</u>
<del>Apprentice, Cable Splicer</del>	<del>67.00% of 132.11% 67.00% of 106%</del>	<del>\$50.03 \$28.88</del>
	<del>71.00% of 132.11% 71.00% of 106%</del>	<del>\$53.02 \$30.60</del>
	<del>77.00% of 132.11% 77.00% of 106%</del>	<del>\$57.50 \$33.19</del>
	<del>79.00% of 132.11% 79.00% of 106%</del>	<del>\$58.99 \$34.05</del>
	<del>83.00% of 132.11% 83.00% of 106%</del>	<del>\$61.98 \$35.77</del>
	<del>87.00% of 132.11% 87.00% of 106%</del>	<del>\$64.97 \$37.50</del>
	<del>91.00% of 132.11% 91.00% of 106%</del>	<del>\$67.95 \$39.22</del>
	<del>95.00% of 132.11% 95.00% of 106%</del>	<del>\$70.94 \$40.95</del>
	<del>Apprentice, Electrician-Constructor</del>	<del>67.00% of 132.11% 67.00% of 106%</del>
<del>71.00% of 132.11% 71.00% of 106%</del>		<del>\$53.02 \$30.60</del>
<del>77.00% of 132.11% 77.00% of 106%</del>		<del>\$57.50 \$33.19</del>
<del>79.00% of 132.11% 79.00% of 106%</del>		<del>\$58.99 \$34.05</del>
<del>83.00% of 132.11% 83.00% of 106%</del>		<del>\$61.98 \$35.77</del>
<del>87.00% of 132.11% 87.00% of 106%</del>		<del>\$64.97 \$37.50</del>
<del>91.00% of 132.11% 91.00% of 106%</del>		<del>\$67.95 \$39.22</del>



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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/20214</u>
	<u>95.00% of</u> <del>132.11%</del> 95.00% of 106%	<u>\$70.94</u> \$40.95
Apprentice, Lineworker	<u>67.00% of</u> <del>132.11%</del> 67.00% of 109.18%	<u>\$50.03</u> \$29.74
	<u>73.00% of</u> <del>132.11%</del> 73.00% of 109.18%	<u>\$54.51</u> \$32.41
	<u>77.00% of</u> <del>132.11%</del> 77.00% of 109.18%	<u>\$57.50</u> \$34.18
	<u>80.00% of</u> <del>132.11%</del> 80.00% of 109.18%	<u>\$59.74</u> \$35.51
	<u>85.00% of</u> <del>132.11%</del> 85.00% of 109.18%	<u>\$63.47</u> \$37.73
	<u>90.00% of</u> <del>132.11%</del> 90.00% of 109.18%	<u>\$67.21</u> \$39.95
	<u>95.00% of</u> <del>132.11%</del> 95.00% of 109.18%	<u>\$70.94</u> \$42.17
Apprentice, Meter Electrician	<u>67.00% of</u> <del>122.43%</del> 67.00% of 106%	<u>\$46.36</u> \$28.88
	<u>73.00% of</u> <del>122.43%</del> 73.00% of 106%	<u>\$50.52</u> \$31.46
	<u>77.00% of</u> <del>122.43%</del> 77.00% of 106%	<u>\$53.28</u> \$33.19
	<u>83.00% of</u> <del>122.43%</del> 83.00% of 106%	<u>\$57.44</u> \$35.77
	<u>89.00% of</u> <del>122.43%</del> 89.00% of 106%	<u>\$61.59</u> \$38.36
	<u>95.00% of</u> <del>122.43%</del> 95.00% of 106%	<u>\$65.74</u> \$40.95

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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/2021</u>
<del>Cable Splicer—Assigned Locator</del>	<del><u>132.11%</u>106.00%</del>	<del><u>\$74.67</u>\$43.10</del>
<del>Cable Splicer—Non Network Area (Incumbent)</del>	<del><u>132.11%</u>106.00%</del>	<del><u>\$74.67</u>\$43.10</del>
<del>Cable Splicer—Network Area</del>	<del><u>132.11%</u>106.00%</del>	<del><u>\$74.67</u>\$43.10</del>
<del>Cable Splicer Helper— Non Network Area (Incumbent)</del>	<del><u>89.76%</u>72.00%</del> <del><u>93.47%</u>75.00%</del> <del><u>97.21%</u>78.00%</del>	<del><u>\$50.74</u>\$29.28</del> <del><u>\$52.83</u>\$30.50</del> <del><u>\$54.95</u>\$31.71</del>
<del>Cable Splicer Helper—Network Area</del>	<del><u>91.15%</u>73.14%</del> <del><u>95.12%</u>76.32%</del> <del><u>99.07%</u>79.50%</del>	<del><u>\$51.52</u>\$29.74</del> <del><u>\$53.77</u>\$31.03</del> <del><u>\$56.00</u>\$32.32</del>
<del>Chief Hydro Operator</del>	<del><u>131.18%</u>119.25%</del>	<del><u>\$74.15</u>\$48.49</del>
<del>Craft Instructor Apprenticeship</del>	<del><u>131.18% + 2%</u>119.25% <u>+ 2%</u></del>	<del><u>\$75.28</u>\$49.46</del>
<del>Craft Instructor Apprenticeship (Line Crew Chief)</del>	<del><u>148.61% + 2%</u>122.83% <u>+ 2%</u></del>	<del><u>\$85.13</u>\$50.94</del>
<del>Craft Instructor Apprenticeship (PACE Crew Chief)</del>	<del><u>170.28% + 2%</u> <u>\$97.3</u> <u>8</u></del>	
<del>Crew Chief, Assistant Electrician Meter</del>	<del><u>122.43%</u>106.00%</del>	<del><u>\$69.20</u>\$43.10</del>
<del>Crew Chief, Cable Splicer—Assigned Locator</del>	<del>119.25%</del> <del><u>148.61%</u></del>	<del>\$48.49</del> <del><u>\$84.00</u></del>
<del>Crew Chief, Cable Splicer— Non Network Area (Incumbent)</del>	<del>119.25%</del>	<del>\$48.49</del> <del><u>148.61%</u></del> <del><u>\$84.00</u></del>
<del>Crew Chief, Cable Splicer—Network Area</del>	<del>119.25%</del>	<del>\$48.49</del>

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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/20214</u>
	<u>148.61%</u>	<u>\$84.00</u>
<del>Crew Chief, Cable Splicer— Assigned Crew Coordinator</del>	119.25%	\$48.49
	<u>148.61%</u>	<u>\$84.00</u>
<del>Crew Chief, Electrician Communications</del>	121.50%	\$49.40
	<u>133.65%</u>	<u>\$75.54</u>
<del>Crew Chief, Electrician Constructor</del>	119.25%	\$48.49
	<u>148.61%</u>	<u>\$84.00</u>
<del>Crew Chief, Electrician Constructor Core</del>	119.25%	\$48.49
	<u>148.61%</u>	<u>\$84.00</u>
<del>Crew Chief, Meter Electrician— Assigned Crew Coordinator</del>	119.25%	\$48.49
	<u>137.72%</u>	<u>\$77.84</u>
<del>Crew Chief, Meter Electrician, Working</del>	119.25%	\$48.49
	<u>137.72%</u>	<u>\$77.84</u>
<del>Crew Chief, Electrical Work Review</del>	119.25%	\$48.49
	<u>135.10%</u>	<u>\$76.36</u>
<del>Crew Chief, Line Crew</del>	122.83%	\$49.94
	<u>148.61%</u>	<u>\$84.00</u>
<del>Crew Chief, Line—Assigned Crew Coordinator</del>	122.83%	\$49.94
	<u>148.61%</u>	<u>\$84.00</u>
<del>Crew Chief, Lineworker Assigned Locator</del>	122.83%	\$49.94
	<u>148.61%</u>	<u>\$84.00</u>
<del>Crew Chief, Pole Yard</del>	98.44%	\$40.03
	<u>98.45%</u>	<u>\$55.65</u>
<del>Crew Chief, Power Structures Mechanic</del>	106.00%	\$43.10
	<u>106.00%</u>	<u>\$59.92</u>
<del>Crew Chief, Structural Iron Worker</del>	119.25%	\$48.49
	<u>119.25%</u>	<u>\$67.40</u>
<del>Crew Chief, Transmission Line</del>	122.83%	\$49.94
	<u>148.61%</u>	<u>\$84.00</u>
<del>Dispatcher, Power, Assistant</del>	100.00%	\$40.66
	104.00%	\$42.29

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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/20214</u>
	<del>113.82%</del> 108.00%	<del>\$64.34</del> \$43.91
	<del>118.38%</del>	<del>\$66.91</del>
Dispatcher, Power	<del>122.93%</del> 119.86%	<del>\$69.49</del> \$48.74
	124.11%	\$50.46
	<del>152.91%</del> 128.42%	<del>\$86.43</del> \$52.22
	<del>158.33%</del>	<del>\$89.49</del>
Dispatcher, Power, Senior	<del>163.78%</del> 145.19%	<del>\$92.58</del> \$59.03
Electrical Helper	<del>175.87%</del> 69.00%	<del>\$99.41</del> \$28.06
	72.00%	\$29.28
	<del>69.00%</del> 75.00%	<del>\$39.00</del> \$30.50
	<del>72.00%</del>	<del>\$40.70</del>
Electrical Helper—Assigned Hydraulic Boom Operator (while so assigned)	<del>75.00%</del> 73.65%	<del>\$42.39</del> \$29.95
	76.64%	\$31.16
	<del>73.65%</del> 79.63%	<del>\$41.63</del> \$32.38
	<del>76.64%</del>	<del>\$43.32</del>
Electrical Helper, Boundary	<del>79.63%</del> 69.00%	<del>\$45.01</del> \$28.06
	72.00%	\$29.28
	<del>69.00%</del> 75.00%	<del>\$39.00</del> \$30.50
	<del>72.00%</del>	<del>\$40.70</del>
Electrical Helper, Boundary Assigned Operator Heavy Equipment (while so assigned)	<del>75.00%</del> 79.63%	<del>\$42.39</del> \$32.38
Electrician, Communications I	<del>79.63%</del> 100.00%	<del>\$45.01</del> \$40.66
Electrician, Communications II	<del>110.00%</del> 103.00%	<del>\$62.18</del> \$41.88
	105.50%	\$42.90
	<del>113.30%</del> 108.00%	<del>\$64.04</del> \$43.91
	<del>116.05%</del>	<del>\$65.60</del>
Electrician Communications II Temporary In Charge (while so assigned)	<del>118.80%</del> 113.75%	<del>\$67.15</del> \$46.25

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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/2021</u>
<del>Electrician-Communications Journeyworker In Charge—Skagit</del>	<del><u>125.13%</u>113.75%</del>	<del><u>\$70.73</u>\$46.25</del>
<del>Electrician-Constructor</del>	<del><u>125.13%</u>106.00%</del>	<del><u>\$70.73</u>\$43.10</del>
<del>Electrician-Constructor (Operator Incumbent)</del>	<del><u>132.11%</u>106.00%</del>	<del><u>\$74.67</u>\$43.10</del>
<del>Electrician-Constructor In Temporary Charge</del>	<del><u>132.11%</u>111.65%</del>	<del><u>\$74.67</u>\$45.40</del>
<del>Electrician-Constructor Crew Chief Assigned Crew Coordinator</del>	<del><u>139.15%</u>119.25%</del>	<del><u>\$78.65</u>\$48.49</del>
<del>Electrician-Constructor Working Crew Chief</del>	<del>119.25%</del>	<del>\$48.49</del>

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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/2021</u>
<del>Electrician-Constructor (Operator Incumbent) Working Crew Chief Assigned Crew Coordinator</del>	<del>148.61%119.25%</del>	<del>\$84.00\$48.49</del>
<del>Electrician-Constructor— Assigned In Charge of Testing/Transformer Repair</del>	<del>148.61%110.60%</del>	<del>\$84.00\$44.97</del>
<del>Electrician, Meter</del>	<del>148.61%106.00%</del>	<del>\$84.00\$43.10</del>
<del>Hydro Maintenance Worker I—Generation</del>	<del>148.61%58.00% 61.00%</del>	<del>\$84.00\$23.58 \$24.80</del>
	<del>137.84%64.00%</del>	<del>\$77.91\$26.02</del>
<del>Hydro Maintenance Worker II—Generation</del>	<del>122.43%67.00%</del>	<del>\$69.20\$27.24</del>
<del>Hydro Maintenance Worker II—Generation Assigned Operator, Heavy Equipment (while so assigned)</del>	<del>58.00%79.63%</del>	<del>\$32.78\$32.38</del>
	<del>61.00%</del>	<del>\$34.48</del>
<del>Journeyworker—Assigned Streetlight</del>	<del>75.00%109.18%</del>	<del>\$42.39\$44.39</del>
<del>Journeyworker—Assigned Meter</del>	<del>79.63%106.00%</del>	<del>\$45.01\$43.10</del>
<del>Journeyworker In Charge, Powerhouse</del>	<del>79.63%119.25%</del>	<del>\$45.01\$48.49</del>
<del>Journeyworker In Charge</del>	<del>120.10%115.00%</del>	<del>\$67.89\$46.76</del>
<del>Journeyworker In Charge, Cable Splicer</del>	<del>122.43%111.65%</del>	<del>\$69.20\$45.40</del>
<del>Journeyworker In Charge, Cable Splicer— Assigned Pump Truck</del>	<del>144.29%111.65%</del>	<del>\$81.56\$45.40</del>
<del>Journeyworker In Charge, Cable Splicer— Assigned Vactor</del>	<del>139.15%111.65%</del>	<del>\$78.65\$45.40</del>
<del>Lineworker</del>	<del>109.18%</del>	<del>\$44.39</del>

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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/20214</u>
	<u>139.15%</u>	<u>\$78.65</u>
<del>Lineworker—Assigned Locator</del>	109.18%	\$44.39
	<u>139.15%</u>	<u>\$78.65</u>
<del>Lineworker Pre-Apprentice</del>	65.00% of 109.18%	\$28.85
	<u>139.15%</u>	<u>\$78.65</u>
<del>Lineworker, Transmission</del>	117.16%	\$47.64
	<u>132.11%</u>	<u>\$74.67</u>
<del>Lineworker—Assigned Powerline Clearance</del>	117.16%	\$47.64
	<u>132.11%</u>	<u>\$74.67</u>
<del>Material Supplier, Electrical—Assigned Crew Support and/or Chipper Dump Truck</del>	80.00%	\$32.53
	<u>65.00% of 132.11%</u>	<u>\$48.54</u>
<del>Material Supplier, Electrical—Assigned Oil Truck, Condor Hydraulic Boom, Network Support, Pump Truck, Vactor Truck and/or Tool Room</del>	82.50%	\$33.54
	<u>141.77%</u>	<u>\$80.13</u>
<del>Material Supplier, Electrical—Assigned to Pole Hauling Detail or 15,000 GVW or Heavier Truck Equipped with Cable Winch and/or Derrick</del>	87.50%	\$35.58
	<u>141.77%</u>	<u>\$80.13</u>
<del>Material Supplier, Electrical—Assigned Electrical Equipment Custodian</del>	98.44%	\$40.03
	<u>82.40%</u>	<u>\$46.58</u>
<del>Material Supplier, Electrical—Assigned Line Equipment Operator/Pole Digging Machine or Hydraulic Boom for Pole Setting or Transmission Line Work or URD or Network Cable Pulling</del>	93.00%	\$37.81
	<u>84.98%</u>	<u>\$48.03</u>
<del>Material supplier, Network Assigned Vactor/Pump Trucks</del>	82.50%	\$33.54
	<u>90.13%</u>	<u>\$50.95</u>
<del>Mechanic, Power Structures</del>	92.44%	\$37.59
	<u>101.39%</u>	<u>\$57.31</u>
<del>Operator, Hydro Crane</del>	90.00%	\$36.59
	<u>95.79%</u>	<u>\$54.14</u>

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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/2021</u>
<del>Operator, Hydroelectric I</del>	91.00%	\$37.00
	<del>84.98%</del> 96.00%	<del>\$48.03</del> \$39.03
<del>Operator, Hydroelectric II</del>	92.44%	\$52.25
	106.00%	\$43.10
<del>Powerline Clearance Tree Trimmer</del>	90.00%	\$50.87
	100.00%	\$40.66
<del>Powerline Clearance Tree Trimmer— Journeyworker In Charge</del>	101.01%	\$57.09
	106.00%	\$43.10
	<del>106.56%</del>	<del>\$60.23</del>
<del>Powerline Clearance Coordinator</del>	122.83%	\$49.94
	<del>117.66%</del>	<del>\$66.51</del>
<del>Protection &amp; Control Electrician Crew Chief</del>	140.72%	\$57.22
	<del>105.06%</del>	<del>\$59.38</del>
<del>Protection &amp; Control Electrician I</del>	112.36%	\$45.69
	<del>111.18%</del> 114.48%	<del>\$62.84</del> \$46.55
<del>Protection &amp; Control Electrician II</del>	135.10%	\$76.36
	114.48%	\$46.55
	116.60%	\$47.41
	<del>170.28%</del> 118.72%	<del>\$96.25</del> \$48.27
	121.90%	\$49.56
	<del>135.95%</del> 125.08%	<del>\$76.84</del> \$50.86
	<del>138.51%</del>	<del>\$78.29</del>
<del>Protection &amp; Control Electrician— In Temporary Charge</del>	131.75%	\$53.57
<del>Structural Iron Worker</del>	138.51%	\$78.29
	96.00%	\$39.03
	<del>141.08%</del> 101.00%	<del>\$79.74</del> \$41.07
	<del>143.66%</del> 106.00%	<del>\$81.20</del> \$43.10
	<del>147.50%</del>	<del>\$83.37</del>
<del>Structural Iron Worker—In Temporary Charge</del>	151.36%	\$85.55
	111.65%	\$45.40



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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/20214</u>
-	<u>Percentage of 100% rate</u>	<u>Effective 1/23/2024</u>
<u>Apprentice, Cable Splicer</u>	<u>67.00% of 132.11%</u>	<u>\$50.03</u>
	<u>71.00% of 132.11%</u>	<u>\$53.02</u>
	<u>77.00% of 132.11%</u>	<u>\$57.50</u>
	<u>79.00% of 132.11%</u>	<u>\$58.99</u>
	<u>83.00% of 132.11%</u>	<u>\$61.98</u>
	<u>87.00% of 132.11%</u>	<u>\$64.97</u>
	<u>91.00% of 132.11%</u>	<u>\$67.95</u>
	<u>95.00% of 132.11%</u>	<u>\$70.94</u>
<u>Apprentice, Electrician Constructor</u>	<u>67.00% of 132.11%</u>	<u>\$50.03</u>
	<u>71.00% of 132.11%</u>	<u>\$53.02</u>
	<u>77.00% of 132.11%</u>	<u>\$57.50</u>
	<u>79.00% of 132.11%</u>	<u>\$58.99</u>
	<u>83.00% of 132.11%</u>	<u>\$61.98</u>
	<u>87.00% of 132.11%</u>	<u>\$64.97</u>
	<u>91.00% of 132.11%</u>	<u>\$67.95</u>
	<u>95.00% of 132.11%</u>	<u>\$70.94</u>
<u>Apprentice, Lineworker</u>	<u>67.00% of 132.11%</u>	<u>\$50.03</u>
	<u>73.00% of 132.11%</u>	<u>\$54.51</u>
	<u>77.00% of 132.11%</u>	<u>\$57.50</u>
	<u>80.00% of 132.11%</u>	<u>\$59.74</u>
	<u>85.00% of 132.11%</u>	<u>\$63.47</u>
	<u>90.00% of 132.11%</u>	<u>\$67.21</u>
	<u>95.00% of 132.11%</u>	<u>\$70.94</u>
<u>Apprentice, Meter Electrician</u>	<u>67.00% of 122.43%</u>	<u>\$46.36</u>
	<u>73.00% of 122.43%</u>	<u>\$50.52</u>
	<u>77.00% of 122.43%</u>	<u>\$53.28</u>
	<u>83.00% of 122.43%</u>	<u>\$57.44</u>
	<u>89.00% of 122.43%</u>	<u>\$61.59</u>
	<u>95.00% of 122.43%</u>	<u>\$65.74</u>

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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/20214</u>
<u>Cable Splicer - Assigned Locator</u>	<u>132.11%</u>	<u>\$74.67</u>
<u>Cable Splicer-Non Network Area (Incumbent)</u>	<u>132.11%</u>	<u>\$74.67</u>
<u>Cable Splicer-Network Area</u>	<u>132.11%</u>	<u>\$74.67</u>
<u>Cable Splicer Helper-Non Network Area (Incumbent)</u>	<u>89.76%</u>	<u>\$50.74</u>
	<u>93.47%</u>	<u>\$52.83</u>
	<u>97.21%</u>	<u>\$54.95</u>
<u>Cable Splicer Helper-Network Area</u>	<u>91.15%</u>	<u>\$51.52</u>
	<u>95.12%</u>	<u>\$53.77</u>
	<u>99.07%</u>	<u>\$56.00</u>
<u>Chief Hydro Operator</u>	<u>131.18%</u>	<u>\$74.15</u>
<u>Craft Instructor-Apprenticeship</u>	<u>137.72% + 2%</u>	<u>\$78.98</u>
<u>Craft Instructor-Apprenticeship</u>	<u>148.61% + 2%</u>	<u>\$85.13</u>
<u>Craft Instructor - Apprenticeship (PACE Crew Chief)</u>	<u>170.28% + 2%</u>	<u>\$97.38</u>
<u>Crew Chief, Assistant Electrician Meter</u>	<u>122.43%</u>	<u>\$69.20</u>
<u>Crew Chief, Cable Splicer-Assigned Locator</u>	<u>148.61%</u>	<u>\$84.00</u>
<u>Crew Chief, Cable Splicer-Non Network Area (Incumbent)</u>	<u>148.61%</u>	<u>\$84.00</u>

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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/20214</u>
<u>Crew Chief, Cable Splicer-Network Area</u>	<u>148.61%</u>	<u>\$84.00</u>
<u>Crew Chief, Cable Splicer-Assigned Crew Coordinator</u>	<u>148.61%</u>	<u>\$84.00</u>
<u>Crew Chief, Electrician Communications</u>	<u>133.65%</u>	<u>\$75.54</u>
<u>Crew Chief, Electrician Constructor</u>	<u>148.61%</u>	<u>\$84.00</u>
<u>Crew Chief, Electrician Constructor Core</u>	<u>148.61%</u>	<u>\$84.00</u>
<u>Crew Chief, Meter Electrician, Asgd Crew Coordinator</u>	<u>137.72%</u>	<u>\$77.84</u>
<u>Crew Chief, Meter Electrician, Working</u>	<u>137.72%</u>	<u>\$77.84</u>
<u>Crew Chief, Electrical Work Review</u>	<u>148.61%</u>	<u>\$84.00</u>
<u>Crew Chief, Line Crew</u>	<u>148.61%</u>	<u>\$84.00</u>
<u>Crew Chief, Line-Assigned Crew Coordinator</u>	<u>148.61%</u>	<u>\$84.00</u>
<u>Crew Chief, Lineworker Assigned Locator</u>	<u>148.61%</u>	<u>\$84.00</u>
<u>Crew Chief, Pole Yard</u>	<u>98.45%</u>	<u>\$55.65</u>
<u>Crew Chief, Power Structures Mechanic</u>	<u>106.00%</u>	<u>\$59.92</u>
<u>Crew Chief, Structural Iron Worker</u>	<u>119.25%</u>	<u>\$67.40</u>
<u>Crew Chief, Transmission Line</u>	<u>148.61%</u>	<u>\$84.00</u>
<u>Dispatcher, Power, Assistant</u>	<u>113.82%</u>	<u>\$64.34</u>

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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/20214</u>
	<u>118.38%</u>	<u>\$66.91</u>
	<u>122.93%</u>	<u>\$69.49</u>
<u>Dispatcher, Power</u>	<u>152.91%</u>	<u>\$86.43</u>
	<u>158.33%</u>	<u>\$89.49</u>
	<u>163.78%</u>	<u>\$92.58</u>
<u>Dispatcher, Power, Senior</u>	<u>175.87%</u>	<u>\$99.41</u>
<u>Electrical Helper</u>	<u>69.00%</u>	<u>\$39.00</u>
	<u>72.00%</u>	<u>\$40.70</u>
	<u>75.00%</u>	<u>\$42.39</u>
<u>Electrical Helper-Assigned</u>	<u>73.65%</u>	<u>\$41.63</u>
<u>Hydraulic Boom Operator</u>	<u>76.64%</u>	<u>\$43.32</u>
<u>(while so assigned)</u>	<u>79.63%</u>	<u>\$45.01</u>
<u>Electrical Helper Boundary</u>	<u>69.00%</u>	<u>\$39.00</u>
	<u>72.00%</u>	<u>\$40.70</u>
	<u>75.00%</u>	<u>\$42.39</u>
<u>Electrical Helper, Boundary Assigned Operator</u>		
<u>Heavy Equipment (while so assigned)</u>	<u>79.63%</u>	<u>\$45.01</u>
<u>Electrician, Communications I</u>	<u>110.00%</u>	<u>\$62.18</u>
<u>Electrician, Communications II</u>	<u>113.30%</u>	<u>\$64.04</u>
	<u>116.05%</u>	<u>\$65.60</u>
	<u>118.80%</u>	<u>\$67.15</u>
<u>Electrician, Communications II Temporary In- Charge (while so assigned)</u>	<u>125.13%</u>	<u>\$70.73</u>
<u>Electrician, Communications Journeyworker In- Charge Skagit</u>	<u>125.13%</u>	<u>\$70.73</u>

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<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/20214</u>
<u>Electrician, Constructor</u>	<u>132.11%</u>	<u>\$74.67</u>
<u>Electrician, Constructor (Operator Incumbent)</u>	<u>132.11%</u>	<u>\$74.67</u>
<u>Electrician Constructor In Temporary Charge</u>	<u>139.15%</u>	<u>\$78.65</u>
<u>Electrician Constructor Crew Chief Assigned Crew Coordinator</u>	<u>148.61%</u>	<u>\$84.00</u>
<u>Electrician Constructor Working Crew Chief Assigned Crew Coordinator</u>	<u>148.61%</u>	<u>\$84.00</u>
<u>Electrician Constructor Working Crew Chief</u>	<u>148.61%</u>	<u>\$84.00</u>
<u>Electrician Constructor (Operator Incumbent) Working Crew Chief Assigned Crew Coordinator</u>	<u>148.61%</u>	<u>\$84.00</u>
<u>Electrician Constructor Assigned In Charge of Testing/Transformer Repair</u>	<u>137.84%</u>	<u>\$77.91</u>
<u>Electrician, Meter</u>	<u>122.43%</u>	<u>\$69.20</u>
<u>Hydro Maintenance Worker I - Generation</u>	<u>58.00%</u>	<u>\$32.78</u>
	<u>61.00%</u>	<u>\$34.48</u>
	<u>75.00%</u>	<u>\$42.39</u>
<u>Hydro Maintenance Worker II - Generation</u>	<u>79.63%</u>	<u>\$45.01</u>
<u>Hydro Maintenance Worker II - Generation Assigned Operator, Heavy Equipment (while so assigned)</u>	<u>79.63%</u>	<u>\$45.01</u>
<u>Journeyworker-Asgd Streetlight</u>	<u>132.11%</u>	<u>\$74.67</u>
<u>Journeyworker-Asgd Meter</u>	<u>122.43%</u>	<u>\$69.20</u>

Summary Att 1 – Bill Draft Local 77 Agreement  
VI

<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/20214</u>
<u>Journeyworker In Charge - Powerhouse</u>	<u>144.29%</u>	<u>\$81.56</u>
<u>Journeyworker In Charge</u>	<u>139.15%</u>	<u>\$78.65</u>
<u>Journeyworker In Charge-Cable Splicer</u>	<u>139.15%</u>	<u>\$78.65</u>
<u>Journeyworker In Charge, Cable Splicer - Assigned Pump Truck</u>	<u>139.15%</u>	<u>\$78.65</u>
<u>Journeyworker In Charge, Cable Splicer - Assigned Vactor</u>	<u>139.15%</u>	<u>\$78.65</u>
<u>Lineworker</u>	<u>132.11%</u>	<u>\$74.67</u>
<u>Lineworker - Assigned Locator</u>	<u>132.11%</u>	<u>\$74.67</u>
<u>Lineworker Pre-Apprentice</u>	<u>65.00% of 132.11%</u>	<u>\$48.54</u>
<u>Lineworker, Transmission</u>	<u>141.77%</u>	<u>\$80.13</u>
<u>Lineworker assigned Powerline Clearance</u>	<u>141.77%</u>	<u>\$80.13</u>
<u>Material Supplier, Electrical Assigned Crew Support, and/or Chipper Dump Truck</u>	<u>82.40%</u>	<u>\$46.58</u>
<u>Material Supplier, Electrical Assigned Oil Truck, Condor Hydraulic Boom, Network Support, Pump Truck, Vactor Truck and/or Tool Room</u>	<u>84.98%</u>	<u>\$48.03</u>
<u>Material Supplier, Electrical Assigned to Pole Hauling assigned to Pole Hauling Detail or 15,000 GVW or heavier truck equipped with Cable Winch and/or Derrick</u>	<u>90.13%</u>	<u>\$50.95</u>
<u>Material Supplier, Electrical Assigned Electrical Equipment Custodian</u>	<u>101.39%</u>	<u>\$57.31</u>

Summary Att 1 – Bill Draft Local 77 Agreement  
VI

<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/20214</u>
<u>Material Supplier, Electrical Assigned Line Equipment Operator/Pole Digging Machine or Hydraulic Boom for Pole Setting or Transmission Line Work or URD or Network Cable Pulling</u>	<u>95.79%</u>	<u>\$54.14</u>
<u>Material Supplier, Network Assigned Vactor/Pump Trucks</u>	<u>84.98%</u>	<u>\$48.03</u>
<u>Mechanic, Power Structures</u>	<u>92.44%</u>	<u>\$52.25</u>
<u>Operator, Hydro-Crane</u>	<u>90.00%</u>	<u>\$50.87</u>
<u>Operator, Hydro-Electric I</u>	<u>101.01%</u> <u>106.56%</u>	<u>\$57.09</u> <u>\$60.23</u>
<u>Operator, Hydro-Electric II</u>	<u>117.66%</u>	<u>\$66.51</u>
<u>Powerline Clearance Tree Trimmer</u>	<u>105.06%</u>	<u>\$59.38</u>
<u>Powerline Clearance Tree Trimmer - Journeyworker In Charge</u>	<u>111.18%</u>	<u>\$62.84</u>
<u>Powerline Clearance Coordinator</u>	<u>148.61%</u>	<u>\$84.00</u>
<u>Protection &amp; Control Electrician Crew Chief</u>	<u>170.28%</u>	<u>\$96.25</u>
<u>Protection &amp; Control Electrician I</u>	<u>135.95%</u> <u>138.51%</u>	<u>\$76.84</u> <u>\$78.29</u>
<u>Protection &amp; Control Electrician II</u>	<u>138.51%</u> <u>141.08%</u> <u>143.66%</u> <u>147.50%</u> <u>151.36%</u>	<u>\$78.29</u> <u>\$79.74</u> <u>\$81.20</u> <u>\$83.37</u> <u>\$85.55</u>

Summary Att 1 – Bill Draft Local 77 Agreement  
 VI

<u>TITLE</u>	<u>PERCENTAGE TO 100% RATE</u>	<u>EFFECTIVE 1/23/20214</u>
<u>Prot &amp; Cntrl Electn-In Temp Charge</u>	<u>159.41%</u>	<u>\$90.10</u>
<u>Structural Iron Worker</u>	<u>96.00%</u>	<u>\$54.26</u>
	<u>101.00%</u>	<u>\$57.09</u>
	<u>106.00%</u>	<u>\$59.92</u>
<u>Structural Iron Worker - In Temporary Charge</u>	<u>111.65%</u>	<u>\$63.11</u>

Shift differential pay is flat rate, \$3.25 per hour



## APPENDIX A

### MEMORANDUM OF UNDERSTANDING

#### BY AND BETWEEN

DEPARTMENT OF CITY LIGHT

THE CITY OF SEATTLE

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 77

1. The City of Seattle recognizes the International Brotherhood of Electrical Workers, Local 77, as the exclusive collective bargaining representative of employees appointed to the position title Lineworker Pre-Apprentice.
2. Effective January 23, 1988, the title of Lineworker Pre-Apprentice was accreted to Schedule "A" of the current bargaining agreement between the City and International Brotherhood of Electrical Workers, Local 77. Lineworker Pre-Apprentices will be paid at the wage rate percentage level which is 65% of the journey level rate.
3. Individuals entering the Pre-Apprentice position from other positions in City Light Department with a higher wage rate, will retain that wage during their time as Pre-Apprentice. Upon successful completion of the Pre-Apprentice Program individuals will be assigned to the position of Lineworker Apprentice, and assigned the first step wage rate of 67% of the existing Lineworker journey level rate. Individuals entering at a wage level higher than the existing first step wage rate for Apprentice will be advanced to the next highest apprentice and held at that rate until such time as their period of training is appropriate for the next step increment.
4. The Pre-Apprentice position will consist of a six month (1040) training program covering physical strength training, general electrical training, on-the-job training, and climbing school. In order to proceed to the Lineworker Apprenticeship Program, each Pre-Apprentice must successfully attain the final Program standards, including physical strength standards and climbing school, at the conclusion of their full six months of training. Failure to meet the standards within the 1040 hours will result in removal from the Pre-Apprentice Program. Individuals who enter the Pre-Apprentice Program from other positions in City Light Department and who remove themselves or are removed from the Program or do not successfully attain the final Program standards will be returned to their former positions. Individuals who were not previously employed by the Department will have their employment with the Department terminated, unless otherwise mutually agreed by the employee, the Department, and the Union, in writing. Individuals whose initial employment by the Department is a Lineworker Pre-Apprentice will serve a probationary period of six months (1040 hours). Such employees may be terminated without just cause during the probationary period.

~~APPENDIX A~~

Summary Att 1 – Bill Draft Local 77 Agreement  
V1

5. All pertinent conditions of employment covered by the Collective Bargaining Agreement between the City and International Brotherhood of Electrical Workers, Local 77 shall apply to the title of Lineworker Pre-Apprentice.
6. This Agreement shall remain in effect through January 22, 2017.

~~APPENDIX B~~

APPENDIX B

**LETTER OF AGREEMENT**

**by and between**

**THE CITY OF SEATTLE**

**and the**

**SEATTLE CITY LIGHT DEPARTMENT**

**and the**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL 77**

**RE: SHIFT DIFFERENTIAL FOR GRANDFATHERING POWER DISPATCHERS,  
STATION OPERATORS AND BOUNDARY HYDRO OPERATORS**

This LETTER OF AGREEMENT is supplemental to the AGREEMENT by and between the City of Seattle, hereinafter referred to as the City, and the International Brotherhood of Electrical Workers, Local 77, hereinafter referred to as the Union.

It is understood and agreed by and between the City and the Union that:

Effective January 23, 2006, employees named in the classifications listed below and attached hereto will continue to receive shift differential. These Power Dispatching, Substation Operators and Boundary Hydro Operator Group employees are grandfathered at the shift differential rate of 10% of their base wage and the following conditions shall apply:

**1. Retirement System Contributions:**

Shift differential pay is included as compensation on which retirement system contributions are calculated and made by the employee and by the City of Seattle. This pay is included in the calculation that determines an employee's retirement benefit if earned and paid for during the highest two years of wages that are designated as average salary as defined by the retirement system.

**2. Shift Differential is paid for** actual hours of work and paid leave for those employees assigned to a 2<sup>nd</sup>, night, swing or graveyard shift under conditions that meet the terms of this agreement within the work units designated below.

**System Control Center**

- A. Assistant Power Dispatcher
- B. Power Dispatcher
- C. Senior Power Dispatcher

~~APPENDIX B~~

**Power Station Operations**

- A. Electrician Constructor (Operator Incumbent)
- B. Electrician Constructor (Operator Incumbent) Working Crew Chief Assigned Crew Coordinator
- C. Electrician Constructor
- D. Electrician Constructor Working Crew Chief
- E. Electrician Constructor Working Crew Chief Assigned Crew Coordinator

**Boundary**

- A. Hydro Electric Operators

3. **Boundary Hydro Electric Operators** on 1<sup>st</sup> shift, 7 days per week, will not receive a shift differential. Boundary Hydro Electric Operators on 2<sup>nd</sup> and 3<sup>rd</sup> shift, seven days per week, will receive the shift differential. Shift extensions before and after the 2<sup>nd</sup> and 3<sup>rd</sup> shifts will be at the double time rate plus the shift differential. Doubling over on a shift will not be considered a shift extension. All other overtime, whether scheduled or by callout, will be paid at the double time rate only.

4. **Power Dispatchers** scheduled to work 8-hour shifts described as Day Shifts per the Twelve Hour Schedule MOU, or the first 8 hours of a 12-hour shift, seven days per week, will not receive a shift differential. Power Dispatchers scheduled to work straight time on 8-hour shifts described as Swing Shift or Graveyard Shift, or the 12-hour shift described as a Night Shift, or the last 4 hours of a 12-hour Day Shift, will receive a shift differential for these hours. Shift extensions, either before or after a shift that is normally entitled to a shift differential, will be at the double time rate plus the shift differential. Doubling over will not be considered a shift extension. All other overtime, whether scheduled or by callout, will be paid at the double time rate only.

5. **Power Station Operators** (Electrician Constructors and Electrician Constructors [Operator Incumbents]) scheduled to work 8-hour or 10-hour shifts described as Day Shifts per the Twelve Hour Schedule MOU, or the first 8 hours of a 12-hour Day Shift, seven days per week, will not receive a shift differential. Power Station Operators scheduled to work straight time on 8-hour shifts described as Swing Shift or Graveyard Shift, or the 12-hour shift described as a Night Shift, or the last 4 hours of a 12-hour Day Shift, will receive a shift differential for these hours. Shift extensions, either before or after a shift that is normally entitled to a shift differential, will be at the double time rate plus the shift differential. Doubling over will not be considered a shift extension. All other overtime, whether scheduled or by callout, will be paid at the double time rate only.

~~APPENDIX B~~

GRANDFATHERED PERSONNEL ELIGIBLE TO RECEIVE 10% SHIFT DIFFERENTIAL

Baird, Gary	Kelly, Thomas
Bennett, Dennis	Kimes, Marshall
Blouch, Cynthia	Kopp, Ed
Board, Sally	Krupa, Pawel
Bowen, Joshua	Kurlo, Wilhelm
Bungard, Terry	Leonard, Donald
Caravan, William	Lieser III, Ralph
Chin, Thomas	Lundquist, Kari
Chittanounh, Vattana	Peterson Jr, Garth
Collins, Peter	Podominich, Tom
Cote, Dimne	Rick, David
Dissel, Christopher	Ross, Leonard
Drager, Alan	Sandoval, Marcus
Dunlap, Rodney	Settle, Eileen
Fujita, Laurence	Stewart, Scott
Grace III, James	Streissguth, Stephen
Graves, Larry	Sturgeon, Kenneth
Hall, Donna	Tongue, Patrick
Harrison, Daniel	Watkins, Michael
Hayashi, Henry	Welshon, Douglas
Jang, Michael	Wheelock, Dana
Johnson, Gerald	Williams, Denise
Jones, William	

~~APPENDIX C~~

APPENDIX C

- I. Examples of work performed by Electrician Constructors (Operator Incumbents) which may be performed by Electrician Constructors.
  - A. Examples of work that can be assigned without additional training include (but are not limited to):
    1. Respond to Constructor generated alarms.
    2. Disable alarms, change fuses/amprites.
    3. Take readings for Dispatcher.
    4. Stand-by wire down.
    5. Station cleaning and relamping work.
    6. Perform emergency switching (which is done now).
    7. Adjust TCUL tap changers.
    8. Take PCB samples to the lab for testing.
  - B. Examples of work that can be assigned with additional training include (but are not limited to):
    1. Respond to station alarms at direction of the Dispatcher.
    2. Respond to wire downs, arcing wires and perform field checks (all reasons) at the direction of the Dispatcher.
    3. Tag and re-tag at the direction of the Dispatcher.
    4. 4 kV Unit Stations - Under Dispatcher orders the Constructor can remove tags, restore the breaker and operationally test.
    5. Evaluate problems - check relay targets, breaker operations and report to the Dispatcher.
    6. Perform planned switching, clearance restoration and outage restoration.
    7. Perform recloser switching, tagging and logging.
    8. Do routines - test equipment, fans, pumps, alarms, readings etc.
    9. Capacitor switching (both in station and in the field).
- II. Examples of work performed by Electrician Constructors that can be performed by Electrician Constructors (Operator Incumbents).
  - A. Examples of work that can be assigned without any additional training include (but are not limited to):
    1. Gassing Unit Substation transformers.
    2. Changing fuses, control lights, control building and yard lights (where lift equipment is not necessary).
    3. PCB inspection (& upgrading tags), inspect and change oil pads and log.
    4. Unit Substation door maintenance - interlock adjustments, lube hinges, service locks, etc.

5. Monthly fire extinguisher inspection.
6. Support onsite reporting:
  - i. Transport personnel (if change is needed)
  - ii. Parts delivery
  - iii. Set-up (start ventilating before Constructors arrive)
  - iv. Assist in cleaning parts.

B. Examples of work that can be assigned with additional training include (but are not limited to):

1. Safety watch.
2. Changing gas bottles.
3. Taking oil samples for breakers and transformers.
4. Test oil samples for dielectric.
5. Explosive gas testing.
6. Assist in grounding.
7. Assist the Constructor when a second Journeyworker is needed for safety reasons.
8. Communications facilities routine inspections (i.e. French Creek).

## APPENDIX D (Skagit)

Per Article 36, Section 36.4, the parties agree the following job functions and duties may be shared between Hydroelectric Operators and Electrician Constructors:

1. When a second Hydro Operator is on site at a powerhouse and has been properly trained, the Operator may function as a safety watch, second qualified Journeyworker for installation of working grounds, confined entry observers.

A Hydroelectric Operator may hold clearances on generators and other generation facilities as "back-up" clearance holder on extended outages. However, Hydro Operators will not be moved from one powerhouse to the other to perform this work. Hydro Operators will function as clearance holders only after an initial clearance is taken and double checks are completed.

2. Electrician Constructors may assist Hydro Operators by performing operational tasks or functions at the direction of the Hydro Operator.
3. Employees in either classification may ask for assistance from the other provided the employees are comfortable with their level of skill and knowledge for the task being performed. The sharing of tasks for assistance shall be appropriate where practical, effective, and safe.
4. A co-equal implementation team will be established and develop options for resolving problems that may arise from the shared duties between Hydroelectric Operator and Electrician Constructor. Unresolved problems shall be referred to the JLMC for final resolution.



## APPENDIX E

Section 11.13 of this Agreement states: On June 1, 1993, employees with twenty (20) years of service or more were eligible to convert to the system as outlined above or remain on the system outlined in the 1991-1994 Collective Bargaining Agreement and attached hereto as Appendix E. Employees who remained on the system as outlined in the 1991-1994 Collective Bargaining Agreement may convert to the new system in September of each succeeding year. These subsequently converting employees shall receive a two-year transition period in which to use excess hours as outlined in 11.4.

### VACATIONS

#### Article 11 From 1991-94 Collective Bargaining Agreement

The vacation accrual system in place in the 1991-1994 contract is as follows:

Vacations shall be allowed under Ordinance No. 86799 as amended by Ordinance Nos. 97110, 97354 and 95389 as follows:

11.1 — Employees with less than five (5) years' service shall receive vacations at the rate of twelve (12) working days per year.

11.1.1 — For service of less than one (1) year, employees shall receive vacations at the rate of one (1) working day for each month of actual service in the preceding calendar year.

11.2 — Employees with more than five (5) years' service shall receive vacations at the following rate:

From 5 to 10 years' service - 15 working days  
From 10 to 15 years' service - 16 working days  
From 15 to 20 years' service - 18 working days  
20 years' service - 20 working days  
21 years' service - 21 working days  
22 years' service - 22 working days  
23 years' service - 23 working days  
24 years' service - 24 working days  
25 years' service - 25 working days  
26 years' service - 26 working days  
27 years' service - 27 working days  
28 years' service - 28 working days  
29 years' service - 29 working days  
30 years' service and over - 30 working days

11.2.1 — For service of less than a full year, employees eligible for vacations, as provided in section 8.2, shall receive vacations at a rate proportionate to the applicable annual vacation for each month of actual service to the nearest four (4) hours of vacation allowance.

- 11.2.2 —Additional vacation allowances for employees with five (5) or more years' service shall accrue on January 1 of the year in which the service requirement is met.
- 11.3 —Temporary or intermittent employees who leave the employment of the City and later are re-employed shall, for the purpose of this ordinance, commence their actual service with the date of re-employment.
- 11.4 —Any vacation earned must be taken within the calendar year next succeeding the calendar year in which service was rendered, with the following exceptions:
- 11.4.1 —Employees who are laid off, retired, or who resign after more than one years' service shall be given proportionate vacation earned in the current year, together with any unused earned vacations for the preceding calendar year, before being separated from the payroll.
- 11.4.2 —On the death of an employee in active service, pay will 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.
- 11.4.3 —Any employee who quits or is dismissed for cause will be allowed pay for any vacation earned in the preceding year and not taken prior to separation from City service, but not for the current year.
- 11.4.4 —An employee granted an extended leave of absence which includes the next succeeding calendar year shall be paid in a lump sum for any unused vacation previously accrued or, at the department's option, the employee shall be required to exhaust such vacation time before being separated from the payroll.
- 11.4.5 —All employees returning from military leave of absence as defined in Ordinance No. 69816, as amended by Ordinance No. 71739, shall be given a vacation allowance for the previous calendar year as if they had been employed.
- 11.4.6 —Upon transfer, the Department receiving the employee shall grant any earned vacation due such employee at its expense, subject to the other rules set forth herein.
- 11.4.7 —The minimum vacation allowance to be taken by an employee shall be one half (1/2) of a day or, at the discretion of the head of the department, such lesser fraction of a day as shall be approved by the Department Head.
- 11.4.8 —The heads of the various departments shall arrange vacation time for the officers and employees on such schedules as will least interfere with the functions of the Department.
- 11.4.9 —Following one (1) full calendar year of employment, an employee may carry over and/or accumulate two (2) days of vacation annually. Employees having twenty five years' service

may carry over and/or accumulate five (5) days vacation annually. Employees shall not be permitted to carry over and/or accumulate more vacation days than their current annual earned vacation. Employees who desire to carry over vacations must make their request at the time vacations are being scheduled.

Employees who elect to use 5 or more days of accumulated carry over vacation at one time, must request such use from the immediate supervisor at least 60 days in advance.

11.4.10 —An employee may, upon approval of the department head, carry over a maximum of twenty days of unused vacation time to the next succeeding year when the employee has been prevented from using said vacation time by reason of injury, illness or department work schedules.

11.5 —For the purpose of this ordinance, former Puget Sound Power and Light Company employees who became City Light employees as a result of the merger, and at the request of the Superintendent of Lighting, on or shortly after March 5, 1951, shall be given credit for continuous employment with the Company immediately prior to the acquisition of Puget Sound properties.

#### From Article 13 LEAVE OF ABSENCE

13.3 —It is understood that the two days vacation carryover as provided in Article 11.4.9 is for additional days off the job because of an emergency as covered in Article 13.2- or this carryover may be used as vacation as covered in Article 11.4.9.

***APPENDIX F***

**APPENDIX F**

**MEMORANDUM OF AGREEMENT**

**JLMC ISSUES**

**The City of Seattle/City Light Department**

**and the**

**International Brotherhood of Electrical Workers  
Local No. 77**

As part of the current contract negotiations, we hereby agree to start the process to address the following item in the Joint Labor Management Committee with the understanding that Article 3 of the Agreement by and between the City of Seattle, City Light Department and the International Brotherhood of Electrical Workers Local Union No. 77 shall apply.

**Joint Issue**

***Advanced Electrician Constructor Apprenticeship (AECA) –***

***Management will continue to work with the Union in labor/management meetings to formalize the details of the program***

**APPENDIX G**  
**APPENDIX G**

**MEMORANDUM OF UNDERSTANDING  
NETWORK VACTORS AND PUMP TRUCKS**

**by and between**

**THE CITY OF SEATTLE**

**and the**

**SEATTLE CITY LIGHT DEPARTMENT**

**and the**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL 77**

**January 23, 2006, through January 22, 2009**

This MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between the City of Seattle, hereinafter referred to as the City, and the International Brotherhood of Electrical Workers, Local 77, hereinafter referred to as the Union.

It is understood and agreed by and between the City and the Union that:

This MOU applies to the 7 and 10 cu. Yd. Vactor trucks, and not to the 500 gallon VacTron hydroexcavator/potholer unless operated by a two person crew.

1. Vactor & Pump Trucks: The Vactor Truck/Pump Truck shall be staffed by a Journeyworker In Charge (JIC) – Cable Splicer and a Material Supplier (82.5%) and operate as a two person crew.
2. When crewmembers are added so that the crew consists of three (3) or more people, the JIC shall be compensated at the Cable Splicer Crew Chief rate.
3. The Material Suppliers on the Vactor and Pump crews shall have a Class “A” CDL with Tanker Endorsement. The JIC’s on the Vactor and Pump crews shall have a Class “A” or “B” CDL with Tanker Endorsement.
4. In emergency callout situations, the JIC and Material Supplier permanently assigned to the Vactor Truck will be called first to staff the Vactor Truck, and the JIC and Material Supplier permanently assigned to the Pump Truck will be called first to staff the Pump Truck. The overtime callout list will then be used to staff the Vactor and Pump Trucks.
5. Bids for Vactor/Pump crew JIC-Cable Splicer and Material Supplier shall be awarded according to seniority.
6. For work other than emergency callout, the Vactor & Pump Trucks can also be operated by staff in classifications in other crafts, appropriate for the worksite, who have been trained in operation of the equipment.

Permanent Vactor/Pump Crew personnel shall be supplied with reflective raingear, knee high rubber boots, like those used by Firefighters and Atlas Fit brand cotton/rubber gloves or equivalent.

**APPENDIX H**

**APPENDIX H**

**LETTER OF AGREEMENT**

**by and between**

**THE CITY OF SEATTLE**

**And the**

**CITY LIGHT DEPARTMENT**

**And the**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**Local No. 77**

**For North and South Stations Realignment**

**Including**

**Electrician Constructor Reversion Rights In Stations and Shops**

1. Articles 44.1, 44.2 and 44.6 shall apply.
2. Seniority for Electrician Constructor Crew Chiefs and Electrician Constructor Crew Chief assigned Crew Coordinators is combined time between the Electrician Constructor Working Crew Chief and Electrician Constructor Working Crew Chief assigned Crew Coordinator as of the date of ratification.
3. Initial assignment to Crew Coordinator positions shall be offered by seniority bid using the following order:
  - a. Incumbent Non-Working Electrician Constructor Crew Chiefs (as of October 14, 1994) who have not exercised their one-time successful bid for the appointment to Electrician Constructor Working Crew Chief assigned Crew Coordinator AND the current Electrician Constructor Working Crew Chief assigned Crew Coordinators in North and South Stations that were Non-Working Electrician Constructor Crew Chiefs as of October 14, 1994; if vacancies still exist then,
  - b. The incumbent Electrician Constructor Working Crew Chiefs and Electrician Constructor Working Crew Chief assigned Crew Coordinators using the combined seniority list (from 2 above).
  - c. Crew Coordinators can bid headquarters for initial assignment, bid for Core Crew Chiefs (see number 4, below) or elect to become **Reverted Electrician Constructors**.
4. Initial assignment to Electrician Constructor Crew Chief positions shall be offered by seniority bid from Crew Chiefs and Crew Coordinators using the combined seniority list (from 2 [two] above). Crew Chiefs can bid headquarters and cores for initial assignment or elect to become **Reverted Electrician Constructors**.

For the purpose of bidding, Headquarters shall be: Shops, North Stations and South Stations.

## APPENDIX H

Any Crew Chiefs who become **Reverted Electrician Constructors** in Shops shall remain assigned to their current Headquarters if they so desire.

5. In the event the initial Crew Chief and Crew Coordinator positions aren't filled from the above selection criteria, the issue shall be disclosed and addressed through the JLMC process.
6. After Crew Coordinators and Crew Chiefs are determined, the remaining Crew Chiefs and Crew Coordinators shall become **Reverted Electrician Constructors**, and shall bid headquarters and core by combined seniority. (The combined seniority is total Crew Chief, Crew Coordinator and Electrician Constructor journey level time).
7. Future crew chief vacancies shall be offered first by seniority to the **Reverted Electrician Constructors** that remain on the list identified in number 2 above, but are not currently in a Crew Chief position. Each **Reverted Electrician Constructor** shall be allowed a one-time successful bid for appointment to the Core Crew Chief title to be used at their discretion. Any refusals shall not result in penalty.
8. Existing Electrician Constructor Working Crew Chiefs as of date of CBA ratification, who become **Reverted Electrician Constructors**, shall remain at the Electrician Constructor Crew Chief rate of pay (with any future general and Cost of Living Adjustment wage increases).
9. Once the Electrician Constructor Crew Coordinator and Crew Chief positions are filled, Electrician Constructors and Electrical Helpers shall bid headquarters and cores for Shops, North Stations and South Stations. Any remaining vacancies will be filled following Section 28.1

~~APPENDIX I~~

**APPENDIX I**

By and Between

THE CITY OF SEATTLE  
City Light Department Bargaining Unit

And the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 77

The parties agree the attached Memoranda and Letters of Agreement will continue in full force and effect during the term of the new agreement which shall expire on January 23, 2017, unless the parties mutually agree otherwise.

The applicable Memoranda and Letters and affected or referenced contract sections are listed.

1	Operator Incumbents and the Appointment of Kelly and Simmons to Crew Coordinator 1/27/1995	Article 29, Article 43
2	Working Rules for Locators and Homer Overtime if Helper Needed 1/8/1999	Article 44
3	Appliance Repair MOUs and LOAs: a) Journeyworker Assigned Streetlighting (MOU) 12/19/1996 b) Headquarters Bidding for Journeyworker Assigned Streetlighting (LOA) 12/23/1996 c) Journeyworker Assigned to Technical Metering Section (MOU) 3/24/1997 d) Journeyworker Assigned to Technical Metering Section Addendum (MOU) 9/3/1997 b)	
4	Settlement Agreement re: Maintenance Electrician 5/19/1993	
5	Line Service Work Schedules – Extending work schedules agreement a) Line Service Schedule (Letter) 2/18/1993 b) New Shifts for Line Service (Agreement) 2/25/1993 c) Line Service Work Schedule Extension (Letter) 3/24/1994	Article 33
6	Hydroelectric Operator I Guidelines a) Skagit (LOA) 8/22/1995 b) Boundary (LOA) 12/23/1996	Article 36
7	Dispatchers' Work Schedule (MOA) 1/27/1995	Article 40
8	Temporary Employees Represented by Local 77 (LOA) 10/12/1999	
9	Elect Const/Comm Elect Duties/Jurisdiction (LOA) 6/23/1999	
10	Working Rules Powerline Clearance (LOA) 6/21/2000	
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12	Lineworker JIC Transfer and Bid Rights (LOA) 8/19/2002	Article 33



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13	Power Stations Operations Work Schedule (LOA) 9/10/2002	Article 29
14	Unscheduled Overtime Callout Procedure (LOA) 4/16/2003	
15	Skagit Holiday Schedule (Agreement) 8/12/2003	Article 36
16	Condor Loaned to Other Utilities (MOA) 11/9/2004	
17		Article 36

**APPENDIX J**

**LETTER OF AGREEMENT**

*by and between*

**THE CITY OF SEATTLE/SEATTLE CITY LIGHT**

*and*

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,**

**LOCAL 77**

***Re: Standby Crews***

*The undersigned parties hereby agree to the establishment of Standby Crews. This agreement shall specify the terms and conditions agreed to between the City of Seattle/Seattle City Light (employer) and the International Brotherhood of Electrical Workers, Local 77 (collectively parties) regarding the implementation of this program/opportunity.*

***Standby Crews shall not displace any current existing first responders, including line service and operators. There may be standby crew(s), as determined by City Light for the following:***

1. *North Service Center*
2. *South Service Center*

*The basic crew shall consist of the following:*

- 1 *Line Crew Chief*
- 2 *Lineworkers*
- 1 *Any combination of Lineworker or Material Supplier*

*Once first responders have made the initial assessment and reported back to the Service Dispatcher, the Service Dispatcher then calls out the appropriate standby crew.*

*Whenever an employee covered by this Letter of Agreement is placed on standby duty by the Department, the employee shall be available to respond to emergency calls and, when necessary, return to work. Each member on standby shall be issued a City Light phone and report to the headquarters within forty-five (45) minutes of receiving the call. The Department and Union agree that situations and/or weather conditions may occur that could prevent an employee on standby from arriving to the Service Center within 45 minutes of being called. **Employees who cannot report within 45 minutes should not volunteer to be on standby.***

*Should a standby crew member(s) fail to respond within 45 minutes then, after 60 minutes, Line Service may be utilized to supplement the standby crew until the standby crew member(s) arrive. At no other time will Line Service be utilized in place of the standby crew members. At no time will Line Service be utilized if additional crew members are needed.*

*When an employee fails to respond within the 45 minute window period then the following will be assessed;  
The employee will be removed from their Standby List for one rotation after first incident of non-response. The duration of the removal will run two (2) weeks.*

*Standby assignment will be from a list of volunteers, the lists shall be comprised of members currently assigned to either an overhead or underground crew. There shall be three (3) standby lists:*

- 1. Line Crew Chief*
- 2. Lineworker*
- 3. Material Supplier*

*Standby lists shall be created on a quarterly basis and posted two weeks prior to their application.*

*Line Crew Chief's assigned to standby crew will alternate between overhead and underground crew chiefs.*

*When assigned to standby, the member will be compensated for standby duty at the rate of two (2) hours of their regular straight time hourly rate of pay for weekdays, and regular weekends, and compensated at the rate of three (3) hours of their regular straight time hourly rate of pay for holidays and holiday weekends. When an employee is called into work, the provisions of Article 28.2 and Article 28.2.1 shall apply.*

*Issues arising out of the standby crew shall be resolved by mutual agreement in JLMC*

*This agreement expresses in writing the entire Agreement between the parties. This Agreement may be amended or extended by mutual agreement between the Union, the Department, and the City. If mutual agreement cannot be reached on any desired changes, the Letter of Agreement shall remain in full force and effect as originally drafted and signed.*

*The parties agree to all of the above by their signatures affixed hereto:*

*For the City of Seattle*

*For the Union*

*For Seattle City Light*

\_\_\_\_\_  
*Steven A. Jewell  
Labor Negotiator  
City of Seattle  
Date \_\_\_\_\_*

\_\_\_\_\_  
*Joe Simpson  
Business Rep  
IBEW Local 77  
Date \_\_\_\_\_*

\_\_\_\_\_  
*DaVonna Johnson  
HR Officer  
Seattle City Light  
Date \_\_\_\_\_*

**EXECUTION OF THIS AGREEMENT**

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

CITY OF SEATTLE  
Executed under Authority  
Ordinance \_\_\_\_\_

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 77

\_\_\_\_\_  
~~Edward B. Murray~~ Bruce Harrell, Mayor  
Habner,

\_\_\_\_\_  
~~Louis R. Walter~~ Rex  
Business Manager / Financial Secretary

\_\_\_\_\_  
~~Jorge Carraseo~~ Dawn Lindell, City Light  
Interim General Manager ~~and~~ & Chief Executive Officer

\_\_\_\_\_  
Shaun Van Eyk, Labor Relations Director

**AGREEMENT**

**By and Between**

**The CITY OF SEATTLE**

**and**

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

Effective January 1, 20~~23~~<sup>17</sup> through December 31, 202~~7~~<sup>50</sup>

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## PREAMBLE

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





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

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

## ARTICLE 2 – RECOGNITION

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

### ARTICLE 3 – UNION MEMBERSHIP AND DUES

- 3.1 Each employee within the Bargaining Unit may make application to become a member of the Union within thirty (30) days following the date of employment within the unit, and all other employees within the Bargaining Unit who have voluntarily become members of the Union may maintain such membership.
- 3.2 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employees shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Union by the City. The Union agrees to indemnify and save harmless the City from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from Union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.
- 3.3 The City will offer the Union access to all newly hired employees and/or persons entering the bargaining unit within thirty (30) days of such hire or entry into the unit. The City will offer the Union at least thirty (30) minutes to meet with such individuals during the employee's normal working hours and at his or her usual worksite or a mutually agreed upon location. The City's agreement to offer the Union this access is also satisfied by offering the Union to meet with new bargaining unit members during New Employee Orientation (NEO). At least five (5) working days before the date of a NEO, the Union shall be provided the names of their bargaining unit members attending NEO.
- 3.4 Issues arising over the interpretation, application, or enforceability of the provisions of this article shall not be subject to the grievance and arbitration procedure set forth in Article 6 of this collective bargaining agreement.
- ~~3.5~~  
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) 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. The City and Union agree to continue negotiations regarding the impacts of the *Janus v. AFSCME* Supreme Court decision, and other conditions of employment with the City of Seattle, as it relates to Union Membership and Dues Deduction. The City tentatively agrees to this contract proposal in whole, however the

~~matters listed herein must be resolved through negotiations prior to legislation of this agreement with the Labor Relations Policy Committee/City Council.~~

## ARTICLE 4 – RIGHTS OF MANAGEMENT

- 4.1 The right to hire, determine qualifications, promote, discipline and/or discharge employees, improve efficiency, determine work schedules and location of Department headquarters are examples of management prerogatives. It is understood that the City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.
- 4.2 Delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and, as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes and means of providing municipal services, to increase or diminish the size of the workforce, to increase, diminish or change municipal equipment, including the introduction of any and all new, improved or automated methods, technology or equipment, the assignment of employees to specific jobs within the bargaining unit, the right to temporarily assign employees to specific jobs or positions outside the bargaining unit, and the right to determine appropriate work out-of-class assignments.
- 4.3 The Union recognizes the City's right to establish and/or revise performance evaluation systems. Such systems may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees. ~~In establishing new and/or revising existing performance evaluation systems~~The City performance review program has migrated to Cornerstone and employees shall be evaluated on a 5 point5-point scale; the City and Union shall ~~meet prior~~continue to discuss –to implementation with the Labor Management Committee to jointly discuss such performance standards. The City agrees that performance standards shall be reasonable.
- 4.4 The City and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to management.

## ARTICLE 5 – LABOR–MANAGEMENT COMMITTEE

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

## ARTICLE 6 – GRIEVANCE PROCEDURE

6.1 Recognizing that the terms of the Agreement may be subject to different interpretations, both the Department and the Union should have recourse to an orderly means of resolving grievances. The following outline of procedure by which grievances shall be processed is written as for a grievance of the Union against the Department, but it is understood that the steps are similar for a grievance of the Department against the Union.

6.2 A grievance is defined as any dispute between the parties and/or any employees concerning the interpretation, application, claim of breach or violation of the terms and conditions addressed in this Agreement.

6.3 Step 1: The grievance shall be presented by the union Steward to the employee's immediate supervisor within 15 working days of the Stewards knowledge of the grievable incident has allegedly occurred.

6.4 Step 2: If the Business Manager of the Union decides that the grievance should be forwarded to the Department Human Resources Officer, the grievance shall be submitted in writing, with a copy to the City Director of Labor Relations, within fifteen (15) working days after the discussion in Step 1. The grievance should set forth the following:

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

The Department and the Union shall schedule a meeting to discuss the grievance within ten (10) working days of the grievance being filed. After such meeting, the Department has fifteen (15) working days to reply in writing.

6.5 Step 3: If no settlement is arrived at in Step 2, the grievance shall be submitted in writing within fifteen (15) working days after the Step 2 answer, to the City Director of Labor Relations (or designee), who shall endeavor to settle the grievance within fifteen (15) working days.

6.6 Step 4: If the difference or complaint is not settled in Step 3, it may be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. Such reference to arbitration will be made within thirty (30) calendar days after receipt of the Step 3 response and will be accompanied by the following information: 1. Question or questions at issue. 2. Statement of facts. 3. Position of employee or employees. 4. Remedy sought.



- 6.7 The parties agree to abide by the award made in connection with any arbitral difference.
- 6.8 Arbitration awards or grievance settlements shall not be retroactive beyond the date of occurrence or non-occurrence upon which the grievance is based.

~~6.9~~ ~~Reclassification grievance placeholder~~ 6.9 A reclassification grievance will be initially submitted by the Union in writing to the Director of Labor Relations, with a copy to the Department. The Union will identify in the grievance letter the name(s) of the grievant(s), their current job classification, and the proposed job classification. The Union will include with the grievance letter a Position Description Questionnaire (PDQ) completed and signed by the grievant(s). At the time of the initial filing, if the PDQ is not submitted, the Union will have sixty (60) business days to submit the PDQ to Labor Relations. After initial submittal of the grievance, the procedure will be as follows:

A. The Director of Labor Relations, or designee, will notify the Union of such receipt and will provide a date (not to exceed five (5) 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 five (5) month period.

B. The Department Director, upon receipt of the proposed classification determination report from the Director of Labor Relations, or designee, will respond to the grievance in writing.

C. If the grievance is not resolved, the Union may, within twenty (20) business days of the date the grievance response is received, submit to the Director of Labor Relations a letter designating one of the following processes for final resolution:

1. The Union may submit the grievance to binding arbitration per Section 6.6 (Step 4); or

2. The Union may request the classification determination be reviewed by the Classification Appeals Board, consisting of two members of the Classification/Compensation Unit and one human resource professional from an unaffected department. The Classification Appeals Board will, whenever possible, within ten (10) business days of receipt of the request, arrange a hearing; and, when possible, convene the hearing within thirty (30) business days. The Board will make a recommendation to the Seattle Human Resources Director 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 6.6 (Step 4).

## ARTICLE 7 – PERFORMANCE MANAGEMENT

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

## ARTICLE 8 – UNION REPRESENTATIVES

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

## ARTICLE 9 – WORK STOPPAGE

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

## ARTICLE 10 – SAFETY STANDARDS

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

## ARTICLE 11 – HOLIDAYS

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

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
<u>Juneteenth</u>	<u>June 19</u>
Independence Day	July 4
Labor Day	First Monday in September
<u>Indigenous Peoples' Day</u>	<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*)

\*Employees who have ~~either~~ :

~~A. — c~~ Completed eighteen thousand seven hundred twenty (18,720) hours or more on regular pay status or

~~B. — Are accruing vacation at a rate of .0615 or greater~~

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

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

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

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



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

12.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 12.3 for each hour on regular pay status as shown on the payroll, pro-rated for part-time employees.

12.2 “Regular pay status” is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time and sick leave.

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

<u>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>

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

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

12.5 New employees may, with department approval, use accumulated vacation with pay after completing one thousand forty (1,040) hours on regular pay status.

12.6 When an employee must cancel a scheduled and approved vacation at the request of management and is not able to reschedule and use vacation prior to attaining his or her maximum allowance, the appointing authority, or his or her designee, may allow the employee to exceed the maximum allowance and continue to accrue vacation for up to three (3) months. If an employee is not approved to take vacation during that three (3)-month period, management will meet with the employee and the Union to discuss options for mitigating any loss of vacation hours due to business needs.

12.7 An employee who is receiving disability compensation pursuant to SMC Chapter 4.44 continues to accrue vacation and may exceed his or her maximum allowance until the

employee ceases to receive such compensation. If the employee does not return to work when his or her disability compensation eligibility ends, he or she shall run out his or her vacation balance. If the employee returns to regular pay status with a vacation balance that exceeds the maximum allowance, he or she shall have three (3) months from the date of return to reduce the balance, during which time he or she shall continue to accrue vacation.

- 12.8 The minimum vacation allowance to be taken by an employee shall be one (1) hour.
- 12.9 An employee who leaves the City service for any reason after more than six (6) months of service shall be paid in a lump sum for any unused vacation he/she has previously accrued.
- 12.10 Upon the death of an employee in active service, pay shall be allowed for any vacation earned in the preceding year and in the current year and not taken prior to the death of such employee.
- 12.11 Where an employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons, subject to verification by the employee's medical care provider and approval of the appointing authority or his or her designee. Where the terms of this Section are in conflict with Ordinance 116761 (Family and Medical Leave) as it exists or may be hereafter modified, the Ordinance shall apply.
- 12.12 The designated Management representative shall arrange vacation time for employees on such schedules as will least interfere with the functions of the work unit but which accommodate the desires of the employee to the greatest degree feasible.
- 12.13 Employees with prior regular City service who are regularly appointed to positions within the City shall begin accruing vacation at the rate which was applicable upon their most recent separation from regular City service.

#### 12.14 Executive Leave

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

#### 12.15 Merit Leave

- A. The appointing authority or designee may annually award eligible full-time employees a maximum of forty-eight (48) hours of paid merit leave in recognition of exceptional job performance.
- B. The appointing authority or designee may annually award eligible part-time employees paid merit leave proportionate to their part-time status in recognition of exceptional job performance. For example, a 75% employee may receive up to 75% of forty-eight (48) hours, or thirty-six (36) hours annually.
- C. Employees may be awarded up to forty-eight (48) hours of merit leave regardless of his or her length of service in a given year. Part-time employees may be granted up to their prorated maximum regardless of his or her length of service in a given year.

- D. Merit leave is awarded in December in recognition of the current year's performance. Employees may use the current year's award beginning in January of the year following the year of the award.
- E. Employees must use merit leave in increments of eight (8) hours. Part-time employees must use merit leave in increments equivalent to the length of their normal workday.
- F. Merit leave has no cash value and cannot be cashed out or carried over from year to year.
- ~~G.~~ G. Employees who have not met performance expectations shall not be eligible for merit leave for the following year.
- H. Merit leave shall be awarded to individual employees in accordance with Appendix A.5 of this agreement.

#### 12.16 Occasional Absences of Less than Four Hours

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

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

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

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

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



retirement and chooses to vest their funds with the Retirement System at the time they leave City Employment, they will lose all sick leave credit and not be eligible to receive the twenty-five percent (25%) cash out.

Employees who are eligible to retire shall participate in a vote administered by the Union to determine if the Voluntary Employee Benefits Association (VEBA) benefit shall be offered to employees who elect to retire. The VEBA benefit allows employees who are eligible to retire from City Service to cash out their unused sick leave balance upon retirement and place it in a VEBA account to be used for post-retirement healthcare costs as allowed under IRS regulations.

Eligibility-to-Retire Requirements:

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

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

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

A. Place their sick leave cash out at 35% into their VEBA account, or

~~A.~~

A. Forfeit the sick leave cash out altogether. There is no minimum threshold for the sick leave cash out.

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

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

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

~~A.~~

B. Members can cash out their sick leave balance at 25% and receive the dollars as cash on their final paycheck.

13.18 Sabbatical Leave and VEBA: — Members of a bargaining unit that votes to accept the VEBA and who meet the eligible-to-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.

13.19 Industrial Injury or Illness:

- a) Any employee who is disabled in the discharge of their duties, and if such disablement results in absence from their regular duties, shall be compensated, except as otherwise hereinafter provided, in the amount of eighty percent (80%) of the employee's normal hourly rate of pay, not to exceed two hundred and sixty one (261) regularly scheduled workdays counted from the first regularly scheduled workday after the day of the on-the-job injury; provided, the disability sustained must qualify the employee for benefits under State Industrial Insurance and Medical Aid Acts.
- b) Whenever an employee is injured on the job and compelled to seek immediate medical treatment, the employee shall be compensated in full for the remaining part of the day of injury without effect to their sick leave or vacation account. Scheduled workdays falling within only the first three (3) calendar days following the day of injury shall be compensable through accrued sick leave. Any earned vacation may be used in a like manner after sick leave is exhausted, provided that, if neither accrued sick leave nor accrued vacation is available, the employee shall be placed on no pay status for these three (3) days. If the period of disability extends beyond fourteen (14) calendar days, then (1) any accrued sick leave or vacation leave utilized that results in absence from their regular duties (up to a maximum of eighty percent [80%] of the employee's normal hourly rate of pay per day) shall be reinstated by Industrial Insurance or (2) if no sick leave or vacation leave was available to the employee at that time, then the employee shall thereafter be compensated for the three (3) calendar days at the eighty percent (80%) compensation rate described in Section 13.21a.
- c) In no circumstances will the amount paid under these provisions exceed an employee's gross pay minus mandatory deductions. This provision shall become effective when SMC 4.44, Disability Compensation, is revised to incorporate this limit.

d) Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: (1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and employing department policies and procedures; (2) respond, be available for, and attend medical appointments and treatments and meetings related to rehabilitation, and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; (3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; (4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or employing department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

~~d)~~

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

f) Such compensation shall be authorized by the Seattle Human Resources Director or their designee with the advice of the employee's appointing authority on request from the employee, supported by satisfactory evidence of medical treatment of the illness or injury giving rise to the employee's claim for compensation under SMC 4.44, as now or hereinafter amended.

g) Compensation for holidays and earned vacation falling within a period of absence due to such disability shall be at the normal rate of pay but such days shall not be considered as regularly scheduled workdays as applied to the time limitations set forth within Section 13.21a. Disabled employees affected by the provisions of SMC 4.44 shall continue to accrue vacation and sick leave as though actively employed during the period set forth within Section 13.21a).

h) Any employee eligible for the benefits provided by SMC 4.44.020 whose disability prevents them from performing their regular duties but, in the judgment of their physician could perform duties of a less strenuous nature, shall be employed at their normal rate of pay in such other suitable duties as the appointing authority shall direct, with the approval of such employee's physician, until the Seattle Human Resources Director requests closure of such employee's claim pursuant to SMC 4.44, as now or hereinafter amended.

i) Sick leave shall not be used for any disability herein described except as allowed in Section 13.21b.

~~j)~~—The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.

~~j)~~

~~j)~~—Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

## ARTICLE 14 – LEAVES OF ABSENCE

### 14.1 Bereavement/Funeral Leave

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

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

14.3 Military Leave

- a) A bargaining unit member in the Reserves, National Guard, or Air National Guard who is deployed on extended unpaid military leave of absence and whose military pay (plus adjustments) is less than one hundred percent (100%) of their base pay as a City employee shall receive the difference between one hundred percent (100%) of their City base pay and their military pay (plus adjustments). City base pay shall include every part of wages except overtime.
- b) The City will comply with the requirements of RCW 73.16 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, with respect to unpaid leave of absence and return rights for employees who leave City Service to serve in the Armed Forces of the United States. Military leave for such employees shall be administered in accordance with City Personnel Rule 7.9, Ordinance 124664, and SMC 4.20.180, as amended.

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

## ARTICLE 15 – MEDICAL, DENTAL, VISION CARE, LONG-TERM DISABILITY AND LIFE INSURANCE

- 15.1 Medical, Dental and Vision Care: – The City shall provide medical, dental and vision plans (Group Health, Aetna Traditional, Aetna Preventive and Washington Dental Service as self-insured plans, and Dental Health Services and Vision Services Plan) for all regular employees (and eligible dependents) represented by unions that are a party to the Memorandum of Agreement established to govern the plans. Said plans, changes thereto and premiums shall be established through the Labor-Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established by the parties to govern the functioning of said Committee.
- 15.2 For calendar years ~~2017-2018, 2019 and 2020~~2023 through 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.
- 15.3 Employees who retire and are under the age of sixty-five (65) shall be eligible to enroll in retiree medical plans that are experience-rated with active employees.
- 15.4 Long Term Disability: – The Employer shall provide a Long-Term Disability (LTD) insurance program for all eligible employees for occupational and non-occupational accidents or illnesses. The Employer shall pay the full monthly premium cost of a base plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the employee's first Six Hundred Sixty-seven Dollar (\$667) base monthly wage. Employees may purchase through payroll deduction, an optional buy-up plan with a ninety (90)-day elimination period, which insures sixty percent (60%) of the remainder of the employee's base monthly wage (up to a maximum of \$8,333.00 per month). Benefits may be reduced by the employee's income from other sources as set forth within the plan description. The provisions of the plan shall be further and more fully defined in the plan description issued by the Standard Insurance Company.
- 15.5 During the term of this Agreement, the City may, at its discretion, change or eliminate the insurance carrier for any long-term disability benefits covered by this Section and provide an alternative plan either through self-insurance or another insurance carrier; however, the long-term disability benefit level shall remain substantially the same.



- 15.6 The maximum monthly premium cost to the Employer shall be no more than the monthly premium rates established for calendar year ~~2023~~<sup>17</sup> for the base plan; provided, further, such cost shall not exceed the maximum limitation on the Employer's premium obligation per calendar year as set forth within Section 15.2.
- 15.7 ~~Life Insurance:~~ — The City shall offer a voluntary Group Term Life Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium rebates received by the City from the voluntary Group Term Life Insurance option shall be administered as provided for below.
- 15.8 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements to pay the employee's share of the monthly premiums or for life insurance purposes otherwise negotiated.
- 15.9 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.
- 15.10 New regular employees will be eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

## ARTICLE 16 – RETIREMENT

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

## ARTICLE 17 – HOURS OF WORK

### 17.1 Power Marketer-BU

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

### 17.2 Work Schedule and Shift Swaps:

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

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

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

Management Meeting for discussion with the Union as soon as can be reasonably scheduled and before any changes are implemented.

## ARTICLE 18 – WAGES

- 18.1 For employees covered under this Agreement, Seattle Municipal Code 4.20.440 (“Power Marketer Compensation Program”), as established by City of Seattle Ordinance 124487 shall apply.
- 18.2 The classifications of employees covered by this Agreement and the corresponding minimum and maximum pay range of each pay title are set forth in Appendix A and are illustrative of the increases to the pay bands as provided in 18.4, 18.5, and 18.6, ~~18.7 and 18.8~~ below, and those provisions shall govern any discrepancies.
- 18.3 Salary Upon Hire – The department shall have discretion to place newly hired employees at a level in his or her assigned pay title commensurate with the new employee’s knowledge, skills, years of experience and assigned duties and responsibilities.
- 18.4 Effective January ~~14~~, ~~2023~~~~17~~, the base wage rates of employees within the Power Marketers-BU shall be increased ~~according to Appendix B of this agreement by one percent (1%) and the band shall increase by 1%. and After their application of the one percent (1%),~~ ~~the base wage of the Power zMarketers-BU shall increase by 5%, the minimum and maximum pay range of the Power Marketer-BU shall be increased by five percent (5%) as enumerated in Appendix A.2 of this agreement. Additionally, the minimum and maximum pay range of the Power Marketers-BU shall be according to Appendix A.2 of this agreement.~~
- 18.5 Effective January ~~31~~, ~~2024~~~~18~~ the minimum and maximum pay range of the Power Marketers-BU shall be increased by ~~three-four-and-one-half~~ percent (~~43.50~~%) as enumerated in Appendix A.3 of this agreement. This percentage increase shall also be applied to the base wage rates of employees within the Power Marketers-BU.
- 18.6 Effective January ~~14~~, ~~2024~~~~59~~, the base wage rates of the Power Marketers-BU shall be increased based on a cost of living adjustment (COLA) equal to one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue area Consumer Price Index for the June over June method. However, this percentage increase shall not be less than one-point-five percent (1.5%) nor shall it exceed four percent (4.0%). This same adjustment shall also be applied to the minimum and maximum pay range of the Power Marketers-BU. The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100), covering the period June 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. minimum and maximum pay range of the Power Marketers BU shall be increased by three point six percent (3.6%) as enumerated in Appendix A.4 of this agreement. This percentage increase shall also be applied to the base wage rates of employees within the Power Marketers BU.~~

~~18.7 Effective January 10, 2026, the base wage rates of the Power Marketers BU shall be increased based on a cost of living adjustment (COLA) equal to one hundred percent (100%) of the percentage increase in the Seattle Tacoma Bellevue area Consumer Price Index for the June over June method, plus one percent (1%). However, this percentage increase shall not be less than one two point five percent (21.5%) nor shall it exceed four five percent (54.0%). This same adjustment shall also be applied to the minimum and maximum pay range of the Power Marketers BU. The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84-100), covering the period June 20184 - June 20195 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.~~

~~18.8 Effective January X, 2027, the base wage rates of the Power Marketers BU shall be increased based on a cost of living adjustment (COLA) equal to one hundred percent (100%) of the percentage increase in the Seattle Tacoma Bellevue area Consumer Price Index for the June over June method. However, this percentage increase shall not be less than one point five percent (1.5%) nor shall it exceed four percent (4.0%). This same adjustment shall also be applied to the minimum and maximum pay range of the Power Marketers BU. The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84-100), covering the period June 2014 - June 2015 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.~~

18.798 **Seattle City Light Power Marketer-BU 2020 Discretionary Base Pay Adjustments-** Adjustments to base wage rates shall be made in accordance with Appendix BC.

18.1809 No employee may receive a base wage adjustment that would cause his or her salary to exceed the maximum range of his or her pay title.

18.9101 City Light shall conduct a Wage Review biennially of the Power Marketers-BU per City Ordinance 4.20.440B and shall have the discretion to adjust employee base pay within the minimum and maximum range of the employee's pay title as determined by the following criterion. City Light shall review annually and shall have the discretion to adjust employee base pay within the minimum and maximum range of the employee's

pay title as determined by the following criterion and as set forth in the City's Salary Placement Authorization Form (SPAF):

- A. Learning Curve/Level of Contribution
- B. Job Size/Body of Work
- C. External Market Data/Recruitment/Retention
- D. Internal Equity/Alignment

18.1~~102~~ Sales Revenue Reward Plan — Employees may receive additional compensation in accordance with Seattle Municipal Code 4.20.440 and Ordinance 119351. Management shall identify and establish the incentive pay metrics on a yearly basis, and such metrics cannot be grieved by the Union. The City agrees to move discussions regarding the Sales Revenue Reward Plan and Workplace Culture to a separate Joint Labor Management Committee meeting. These meetings shall be informational in nature and will not constitute binding negotiations. The discussions and information obtained by both parties shall be the appropriate subject of negotiations for a successor agreement consecutive to this one.

18.1~~132~~ Temporary Work Above Current Job Title — At the discretion of management, employees may be assigned to work of a higher complexity and responsibility. Such assignment and the authorization to conduct transactions of a higher complexity and responsibility will be provided in writing by management. While performing this work, the employee will be compensated at a rate 5% above their current pay rate for up to a maximum of ninety (90) calendar days. Employees who are cross training are not eligible for temporary work compensation. An employee being trained must be authorized in writing by management to conduct transactions of a higher complexity and responsibility.

18.1~~243~~ Correction of Payroll Errors

- A. In the event it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two (2) pay periods. Upon a showing by the employee that the underpayment causes an economic hardship, the City will prepare a manual check within two (2) business days, to correct the underpayment.
- B. Upon written notice, an overpayment shall be corrected as follows:
  - 1. If the overpayment involved only one (1) paycheck:
    - a. By payroll deductions spread over two (2) pay periods; or
    - b. By payments from the employee spread over two (2) pay periods.
- C. If the overpayment involved multiple paychecks: By a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than twenty-five dollars (\$25.00) per pay period.
- D. If an employee separates from the City service before an overpayment is repaid: Any remaining amount due the City will be deducted from his/her final paycheck(s).
- E. By other means as may be mutually agreed between the City and the employee. The Union representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

18.1~~354~~ Transit Subsidy: = The City shall provide a transit subsidy benefit consistent with SMC 4.20.370.



## ARTICLE 19 – REDUCTION IN FORCE

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

## ARTICLE 20 – SAVINGS CLAUSE

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

## ARTICLE 21 – SUBORDINATION OF AGREEMENT

- 21.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, City Charter, and state law. When any provisions thereof are in conflict with or are different from the provisions of this Agreement, the provisions of said federal law, City Charter, or state law are paramount and shall prevail.
- 21.2 It is also understood that the parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement.

## ARTICLE 22 – TERM OF AGREEMENT

- 22.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through December 31, 202~~05~~. 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, 202~~50~~. Any modifications requested by either party must be submitted to the other party no later than sixty (60) days prior to the expiration date of this Agreement, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties.
- 22.2 Notwithstanding the provisions of Section 22.1, in the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, all of the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated or unless consistent with RCW 41.56.123 the City serves the Union with ten (10) days' notice of intent to unilaterally implement its last offer and terminate the existing Agreement.
- 22.3 REOPENERS:
- a) The Parties agree to a reopener on impacts associated with the Affordable Care Act (ACA).
  - b) For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20~~24~~19

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

THE CITY OF SEATTLE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 77

~~Jenny A. Durkan~~Bruce Harrell, Mayor

~~Louis R. Walter~~Rex Habner, Business Manager

Shaun Van Eyk, Labor Relations Director

CITY LIGHT DEPARTMENT

~~Debra Smith~~Dawn Lindell, Interim General Manager/CEO

**APPENDIX A**

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

A.2 Effective January ~~41, 2012~~23,7 the minimum and maximum range of the Power Marketer classification shall be as follows:

	Minimum	Maximum
Power Marketer-BU.....	<del>\$43.78</del> <u>53.71</u>	<del>\$76.18</del> <u>93.46</u>

A.3 Effective January ~~31, 2014~~18, the minimum and maximum range of the Power Marketer classification shall be as follows:

	Minimum	Maximum
Power Marketer-BU.....	<del>\$45.09</del> <u>56.13</u>	<del>\$78.47</del> <u>97.67</u>

A.4 Effective January ~~141, 2012~~259, the minimum and maximum range the Power Marketer classification shall ~~be as follows~~be adjusted pursuant to Article 18.6 of this agreement.

	<del>Minimum</del>	<del>Maximum</del>
<del>Power Marketer-BU.....</del>	<del>\$46.72</del>	<del>\$81.29</del>

~~A.5 Effective January 10, 2026, the minimum and maximum range the Power Marketer classification shall be adjusted pursuant to Article 18.7 of this agreement.~~

~~A.6 Effective January X, 2027, the minimum and maximum range the Power Marketer classification shall be adjusted pursuant to Article 18.8 of this agreement.~~

A.~~557~~ Annual Individual Performance Adjustment-To reward exceptional individual performance and contributions to the organization and business unit:

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



**APPENDIX B**

Effective January ~~11, 2012~~<sup>31, 2023</sup> the base wage rates for employees within the Power Marketers-BU shall be as follows:

<b>NAME</b>	<b>Effective January 14, 2023<sup>17</sup> Base Wage Rates</b>
Anderson, Cory Lon	\$65.00
Andrews, Todd R	\$51.73
Chilingerian, Avedis	\$52.92
Coates, Philip Andrew	\$51.41
Freeman, Charles R	\$63.65
Giulini, Christopher Matthew	\$65.00
Grissom, Drew G	\$46.31
Jablonski, Dina S	\$62.92
Johanson, Michael Edward	\$53.11
Lujan Jr, David F	\$54.74
Payant, Thomas M	\$46.31
Smith, Lynne S	\$50.38
Stenehjem, Jay F	\$50.87
Tinker, Donald A	\$64.69
Trefzger, Erik A	\$62.83
Victorino, John D	\$54.20



**APPENDIX BC**

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

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

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

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

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

**by and between**

**THE CITY OF SEATTLE**

**AND**

**Seattle City Light**

**and the**

**INTERNATIONAL**

**BROTHERHOOD OF**

**ELECTRICAL WORKERS**

**Local No. 77**

**Material Controllers Unit**

**and the**

**Apprenticeship Coordinators Unit**

**Effective January 1, 202319 to December 31, 20272**



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Agreement

by and between

THE CITY OF SEATTLE

and the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, Local 77

Material Controllers Unit and Apprenticeship Coordinators Unit

Effective January 1, 20~~23~~<sup>19</sup> through December 31, 202~~7~~<sup>2</sup>

**PREAMBLE**

THIS AGREEMENT is 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 City has recognized the Union as the exclusive collective bargaining representative.

## **ARTICLE 1. NONDISCRIMINATION**

- ~~1.1~~ The City and the Union shall not unlawfully discriminate against any employee by reason  
~~1.1~~ 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  
~~2.1~~ 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 Material Controllers and/or Apprenticeship Coordinators.



### **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.
- 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 this collective bargaining agreement. And shall be subject to all provisions of Appendix B of this agreement.

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

- 4.1 This agreement shall become effective January 1, 20~~23~~<sup>24</sup>19, and shall remain in effect through December 31, 202~~7~~<sup>2</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, 202~~7~~<sup>2</sup>. Any modifications requested by either party must be submitted to the other party no later than sixty (60) 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 no later than October 1st prior to the expiration of the Agreement, but not earlier than July of the first year of the contract duration. 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 increase and effective the same date as the increase. However, in accordance with Section 4.2 above and no later than six months after legislation of this agreement, the City agrees to complete a wage review of all classifications of Schedule A of this agreement with any ruled upon wage relationship adjustments being effective as prescribed herein.

## **ARTICLE 5. MANAGEMENT RIGHTS**

- 5.1 The right to hire, promote, discipline for just cause, improve efficiency determine the work schedules and location of Department headquarters are examples of management prerogatives. The City retains its right to manage and operate its departments except as may be limited by the express provisions of this Agreement.
- 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.
- 5.5 The City may suspend, demote or discharge an employee for just cause.
- 5.6 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
- 5.7 -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.
- 5.8 Provided the employee has received no further or additional discipline in the intervening period, a verbal warning or written reprimand may not be used for progressive discipline after two (2) years other than to show notice of any rule or policy at issue. 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 Section 5.8 of this agreement.

## **ARTICLE 6. GRIEVANCE PROCEDURE**

- 6.1 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.
- 6.2 A contract grievance in the interest of the 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.
- 6.2.1 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].)
- 6.3 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.
- 6.4 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. 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.
- 6.5 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, the Business Manager shall submit it in writing within ten (10) business days after the Step 1 response. 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 which it is desired that the City will make.
  - C. The Section or Sections of the Agreement relied upon as being applicable thereto.
  - D. When a grievance is so 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.

6.6 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/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/designee, shall make a confidential recommendation to the affected Department Head who shall, in turn, give the Union an answer in writing within ten (10) business days after the meeting between the parties. ~~(City Proposes CCL)~~

6.7 ~~-~~ 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.

6.8 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.

6.94 Arbitration - In lieu of the procedure described above, the City and the Union may mutually agree to select an arbitrator to decide the issue.

~~-6.94.1~~ 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.

~~-6.94.2~~ 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.

6.105 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.

## **ARTICLE 7. LABOR MANAGEMENT COMMITTEES**

- 7.1 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:
- A. To provide for improvement programs designed to aid employees in achieving their acknowledged and recognized objectives as outlined in this agreement.
  - B. 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.
  - C. 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.
  - D. To promote systematic labor/management cooperation between the Employer and its employees.
- 7.2 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.
- 7.3 Meetings – The parties agree that the Labor Management Committees and the Union shall meet periodically, and that each committee shall be comprised of representatives from Management and the Union.
- 7.3.1 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 8. WORK STOPPAGES**

- 8.1 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.
- 8.2 The Union, and its officers and representatives shall, in good faith, use every reasonable effort to terminate such unauthorized action.

## **ARTICLE 9. SICK, FUNERAL, EMERGENCY LEAVE AND VEBA**

- 9.1 Employees accumulate sick leave credit from the date of regular appointment to City service, and are eligible to use sick leave for a qualifying reason after thirty (30) calendar days of employment. Employees covered by this Agreement shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. 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.
- 9.2 Employees may accumulate sick leave with no maximum balance.
- 9.3 An employee may use accumulated sick leave if he or she the employee must be absent from work because of:
- A. A personal illness, injury or medical disability incapacitating the employee for the performance of his or her job, or personal health care appointments; or 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 14.16 and other applicable laws such as RCW 49.46.210; or
  - B. Care of an employee's spouse or domestic partner, or the parent, child (as defined by SMC 4.24.005), sibling, dependent or grandparent of such employee or his or her spouse or domestic partner, in instances of an illness, injury, or health care appointment where the absence of the employee from work is required, or when such absence is recommended by a health care provider, and as required by City Ordinance as cited at SMC 4.24 To allow the employee to provide care for an eligible family member as defined by Seattle Municipal Code 49.46.210with 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. Employee absence due to closure of the employee's worksite by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material. When the employee 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 chapter 14.16 and other applicable laws such as RCW 49.46.210; or
  - D. Employee absence from work to care for a child whose school or place of care has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material. The non-medical care of a newborn child of the employee or the employee's spouse or domestic partner; or

- E. Eligible reasons related to domestic violence, sexual assault, or stalking as set forth in RCW 49.76.030. 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.
  - F. Sick leave used for the purposes contemplated by Article 9.3.D and 9.3.E must end before the first anniversary of the child's birth or placement.
  - G. 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.
- 9.4 An employee may use accumulated sick leave in order to provide non-medical care to the newborn child of the employee or his or her spouse or domestic partner. With the appointing authority's approval, an employee may take sick leave under this Article to supplement a reduced work schedule, provided that the work schedule must be stable and predictable. Sick leave taken for the non-medical care of a newborn child must begin and end by the first anniversary of the child's birth.
- 9.5 An employee may request use of accumulated sick leave for the non-medical care of a dependent child placed with the employee or his or her spouse or domestic partner for adoption. Sick leave approved for this reason may also be used to cover the employee's absence(s) to satisfy legal and regulatory requirements prior to and after the placement, and reasonable travel time to claim and return home with the child. With the appointing authority's approval, an employee may take sick leave under this Article to supplement a reduced work schedule, provided that the work schedule must be stable and predictable. Sick leave taken for the non-medical care of a dependent child must begin and end by the first anniversary of the child's adoption.
- 9.6 An appointing authority, or designated management representative, may approve sick leave payment for an employee as long as the employee:
- A. Makes prompt notification;
  - B. Claims use of sick leave time using the appropriate method(s);
  - C. 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 9.3, 9.4 and 9.5;
  - E. Obtains such medical treatment as is necessary to hasten his or her return to work; and;
  - F. Provides medical certification of the job-related need for sick leave for absences of more than four (4) days. Medical certification should only include the information that the appointing authority, or designated management representative, needs to authenticate the employee's need for sick leave.

- 9.7 Sick leave pay may be denied, with justification, and/or medical certification may be required, for employees who are absent repeatedly or whose absences precede or follow regular days off or follow some other pattern without reason, or who abuse sick leave, or who obtain, attempt to obtain or use sick leave fraudulently, or whose absences are the result of misconduct during working hours. Abuse of sick leave shall be subject to the provisions of Article 5 of this Agreement.
- 9.8 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 incapacitate the employee will provide notice as soon as possible. a statement from his or her health care provider or other acceptable proof of illness or disability for the time involved substantiating the request for sick leave use in lieu of vacation or compensatory time off.
- 9.9 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 he or she would have earned had he or she worked as scheduled, with the exception of overtime (see Section 9.10). 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.
- 9.10 Rate of Pay for Sick Leave Used to Cover Missed Overtime: ~~—~~ An employee may use paid sick leave for scheduled mandatory overtime shifts missed due to a qualifying reason as provided in Section 9.3. Payment for the missed shifts shall be at the employee's regular straight-time rate of pay.
- 9.11 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 his or her their health care provider that the employee is able to perform the essential functions of the job with or without accommodation.
- 9.12 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.
- 9.13 An employee who is re-employed following separation from City employment shall have any unused sick leave balance from their prior period of employment restored unless the separation was due to resignation, quit or discharge. 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.
- 9.14 An employee who was eligible for sick leave accumulation and use under this Article prior to appointment to a regular (non-temporary) position not covered under the sick leave plan, shall

have his or her former unused sick leave credits restored upon return to a position that is covered under the sick leave plan.

- 9.15 An employee who has been granted a sabbatical leave may elect to take a lump sum cash-out of any or all of his or her 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 his or her their sabbatical leave.
- 9.16 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.
- 9.17 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.
- 9.18 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.
- 9.19 Death of Employee — 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 the employee's designated beneficiary.
- 9.20 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.
- 9.21 Bereavement/Funeral 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.

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.

~~In like circumstances and upon like application the appointing authority or their 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.~~

9.22 Emergency Leave Day – 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.

A. The "*household*" is defined as the physical aspects of the employee's residence, including personal pets, or vehicle. The immediate family is limited to the spouse or domestic partner, children, and 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.

9.23 Sabbatical Leave – Regular employees covered by this agreement shall be eligible for sabbatical leave under the terms of Seattle Municipal Code, chapter 4.33.

9.24 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 for by Seattle Municipal Code 4.20.180.

9.25 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.

9.26 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.

9.26.1 Contributions from Unused Paid Time off at Retirement

- A. Eligibility-to-Retire Requirements:
1. 5-9 years of service and are age 62 or older
  2. 10-19 years of service and are age 57 or older
  3. 20-29 years of service and are age 52 or older
  4. 30 years of service and are any age
- B. The City will provide each bargaining unit with a list of its members who will meet the criteria in paragraph A above as of 12/31/2027.
- 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-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.

9.26.2 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.

\_\_\_\_\_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.

9.26.3 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.



## **ARTICLE 10. MEDICAL CARE, DENTAL CARE, VISION CARE**

- 10.1 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.”
- 10.1.1 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.
- 10.2 Employer/Employee Benefit Contributions — 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.
- 10.3 Open Enrollment — 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.
- 10.4 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:
- 10.4.1 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.
- 10.4.2 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.
- 10.4.3 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.
- 10.5 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.

- 10.5.1 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.
- 10.5.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 20~~23~~<sup>19</sup> for the base plan.
- 10.6 Long-Term Care – The City may offer an option for employees to purchase a long-term care benefit for themselves and certain family members.
- 10.7 Health Care Legislation ~~–~~ 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 11. ANNUAL VACATIONS**

- 11.1 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.
- 11.2 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.
- 11.3 The vacation accrual rate shall be determined in accordance with the rates set forth in Column No. 1. Column No. 2 depicts the corresponding equivalent annual vacation for a regular full-time employee. Column No. 3 depicts the maximum number of vacation hours that can be accrued and accumulated by an employee at any time.

<u>COLUMN NO. 1</u>		<u>COLUMN NO. 2</u>		<u>COLUMN NO. 3</u>	
<u>ACCRUAL RATE</u>		<u>EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE</u>		<u>MAXIMUM VACATION BALANCE</u>	
<u>Hours on Regular Pay Status</u>	<u>Vacation Earned Per Hour</u>	<u>Years of Service</u>	<u>Working Days Per Year</u>	<u>Working Hours Per Year</u>	<u>Maximum Hours</u>
0 through 08320	0.460	0 through 4	12	(96)	192
08321 through 18720	0.577	5 through 9	15	(120)	240
18721 through 29120	0.615	10 through 14	16	(128)	256
29121 through 39520	0.692	15 through 19	18	(144)	288
39521 through 41600	0.769	20	20	(160)	320
41601 through 43680	0.807	21	21	(168)	336
43681 through 45760	0.846	22	22	(176)	352
45761 through 47840	0.885	23	23	(184)	368
47841 through 49920	0.923	24	24	(192)	384
49921 through 52000	0.961	25	25	(200)	400
52001 through 54080	1.000	26	26	(208)	416
54081 through 56160	1.038	27	27	(216)	432
56161 through 58240	1.076	28	28	(224)	448
58241 through 60320	1.115	29	29	(232)	464
60321 and over	1.153	30	30	(240)	480

<u>Accrual Years/Hours</u>	<u>Vacation Days</u>	<u>Hours per Year</u>	<u>Maximum Hours</u>
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<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>

- 11.4 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.
- 11.5 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 an employee complete one thousand forty (1,040) hours on regular pay status prior to using vacation time shall end.
- 11.6 Vacation Carryover -- 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/designee, shall provide the Seattle Human Resources Director/designee, with the circumstances and reasons leading to the need for such an extension. No extension of this grace period shall be allowed.
- 11.7 Service Year -- "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.
- 11.8 Minimum Vacation Allowance -- 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.
- 11.9 Employee Separation -- An employee who separates from the City service for any reason shall be paid in a lump sum for any unused vacation they have accrued.

- 11.10 Death of Employee in Active Service -- 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.
- 11.11 Exhausted Sick Leave Balance -- 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.
- 11.12 The Department Head/designee, 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 12. HOLIDAYS

12.1 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
<u>Juneteenth Day</u>	<u>June 19</u>
Independence Day	July 4
Labor Day	First Monday in September
<u>Indigenous Peoples' Day</u>	<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)

12.2 Holiday Pay -- 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.

12.3 Regular Holidays – 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. Employees who have either:

1. Completed eighteen-thousand seven-hundred and twenty (18,720) hours or more on regular pay status (Article 11.2); or,
2. Are accruing vacation at a rate of .0615 or greater (Article 11.3) 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 12.1) to be added to their leave balance on the pay date of the first full pay period in January of the following year.

12.4 Personal "Floating" Holidays -- 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.

12.4.1 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.

12.5 Prior Notification of Holiday Work — 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.

12.6 Without Notice of Holiday Work — 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 13. RETIREMENT**

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



## **ARTICLE 14. HOURS OF WORK AND OVERTIME**

- 14.1 Hours of Work – Eight (8) hours within nine (9) consecutive hours shall constitute a normal workday. There shall be no split work shifts. Work schedules shall normally consist of five (5) consecutive days followed by two (2) consecutive days' off, except for relief shift assignments, four (4) day/ten (10) hour work schedules and other special schedules.
- 14.1.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 Overtime – All time worked more than 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 one and one-half (1.5) times the straight-time hourly rate of pay. All overtime work must be authorized in advance by the supervisor or crew chief.
- 14.5 Overtime/Compensatory Pay – 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. 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 at the applicable OT rate.
  - C. Scheduling the use of any compensatory time shall 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.
  - E. 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.

- 14.6 Regular employees in the Material Controller/Apprenticeship Coordinator series 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.
- 14.7 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.
- 14.8 Emergency Situations – In extended emergency situations such as natural disasters/damage assessment, without prior notice, City Departments may switch to two (2) twelve (12) hours shifts until the emergency is resolved.
- 14.9 Shift Differential – An employee, to include any temporary 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>
\$0.75 per hour	\$1.00 per hour

- 14.9.1 Effective December 25, January 4, 2023 employees, to include temporary employees, who are scheduled to work not less than four (4) hours of their regular work shift during the evening (swing) shift or night (graveyard) shift shall receive the following shift premium pay for all scheduled hours worked during such shift.

<u>Swing Shift</u>	<u>Graveyard Shift</u>
\$1. <del>2500</del> per hour	\$1. <del>7550</del> per hour

- A. The above shift premium shall apply to time worked as opposed to time off with pay with the exception of sick leave, and therefore, shall not apply to vacation, holiday pay, funeral leave or other paid leave benefits.
- B. Overtime shall be computed from the employee's base pay and shall not include the shift premium pay.
- C. The swing shift period shall encompass the hours from 4:00 p.m. to 11:59 p.m. The graveyard shift period shall encompass the hours from 12:00 a.m. (midnight) to 8:00 a.m.
- 14.10 Meal Reimbursement – When an employee is specifically directed by the City to work two (2) hours or longer at the beginning or end of their normal work shift of at least eight (8) hours away from their place of residence or work two (2) hours or longer at the end of their shift of at least eight (8) hours when he/she is called in to work on their regular day off, or otherwise works under circumstances for which meal reimbursement is authorized per Ordinance 111768 and the employee actually purchases a meal away from their 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~~ the end of the following pay period; otherwise, the employee shall be paid twenty dollars (\$20) 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~~ a reasonable time 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. A. In lieu of any meal compensation as set forth within this Section, a department may, at its discretion, provide a meal.

C. Emergency Work Meal Reimbursement – When an employee is called out to the field or a City facility 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 14.11.A and 14.11.B; provided-however, if the employee is not given time off to eat a meal within two (2) hours after completion of the overtime, the employee shall be paid a minimum of ten (\$20) in lieu of reimbursement for the meal. Any time spent consuming a meal during working hours shall be without compensation.

14.11 Work Schedules – 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 this Agreement are deemed necessary, the change(s) and reason therefore shall be provided to the Union at least fourteen (14) calendar days in advance, and upon request, such changes shall be discussed with the Union. At least five (5) calendar days advance notification shall be afforded the Union and the affected employees when shift changes are required by the City. In instances where five (5) calendar days advance notification is not provided to an employee, said employee shall be compensated at the overtime rate of pay for the first shift work under the new schedule.

14.12 Alternative Work Schedules - Notwithstanding Section 14.12, 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.

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.

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

~~A.~~

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

## **ARTICLE 15. UNEMPLOYMENT COMPENSATION**

- 15.1 Employees covered by this Agreement are included under the City's self-insured Unemployment Insurance Program. The unemployment compensation will meet the following criteria:
  - 15.1.1 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.
  - 15.1.2 Coverage will only apply to those employees who are laid off.
  - 15.1.3 Employees who are receiving compensation under this program must provide evidence of actively seeking employment.
  - 15.1.4 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).
- 15.2 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 16. UNION REPRESENTATIVES**

- 16.1 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.
- 16.2 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~~ the Steward 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 17. SAFETY AND WORKERS COMPENSATION**

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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.
- 17.5 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.
- 17.6 Such compensation shall be authorized by the Seattle Human Resources Director/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.

- 17.7 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 and;
  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.
- 17.7.1 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.
- 17.8 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 17.5. 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 17.5.
- 17.9 Any employee eligible for the benefits provided by SMC 4.44 whose disability prevents them from performing their regular duties but in the judgment of the employee's physician could perform the duties of a less strenuous nature, shall be employed at the employee's 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.
- 17.10 Sick leave shall not be used for any disability herein described except as allowed in Section 17.6 of this agreement.
- 17.11 The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.
- 17.12 Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.



- 17.13 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.
- 17.14 Intermediate Wear Allowance - ~~The City agrees to refer the matter of Apprenticeship Coordinators receiving an annual reimbursement for FR Clothing by application of the FR Clothing Agreement to Joint Labor Management Committee for discussion and potential resolution.~~ The City agrees that the Apprenticeship Coordinators are intermittent wearers of FR Clothing and shall receive an initial FR allotment of \$620 and an annual yearly allotment of \$245 thereafter.
- 17.15 Apprenticeship Coordinators shall be entitled to a boot allowance of \$200 per year, paid annually on the first pay period after April 1.

## **ARTICLE 18. WORK OUT-OF-CLASS**

- 18.1 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, he/she shall be paid at the out-of-class rate while performing such duties and accepting such responsibility. The City shall have sole authority to direct its supervisors as to when to assign employees to a higher classification. 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.
- 18.1.1 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.
- 18.2 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.
- 18.3 The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) months for any one position. The six (6) month period may be extended under the following circumstances:
- A. A hiring freeze exists, and vacancies cannot be filled;
  - B. Extended industrial or off-the-job injury;
  - C. A position is scheduled for abrogation; or,
  - D. A position is encumbered (an assignment in lieu of layoff).
- 18.4 When such circumstances require that an out-of-class assignment be extended beyond six (6) months for any one position, the City shall notify the Union or Unions which represent the employee who is so assigned and/or the body of work which is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being performed out of class must concur with any additional extension of the assignment in order for the assignment to continue. The Union that represents the body of work will consider all requests on a good faith basis.
- 18.5 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.

- 18.6 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.
- 18.7 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.
- 18.8 In cases of emergencies, employees may be required to perform work outside of their classification.
- 18.9 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 19. MISCELLANEOUS**

- 19.1 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.
- 19.2 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. The cost of replacing the card damaged due to normal wear and tear shall be borne by the City.
- 19.3 Alternative Dispute Resolution – The City encourages the use of alternative dispute resolution (ADR), provided by the Office of Employee Ombud processes to resolve non-contractual workplace conflict/disputes.
- Participation in the project or in an ADR process is entirely voluntary, confidential, and does not impact grievance rights.
- 19.4 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.
- 19.5 Supervisor's Files – Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of state law, RCW 49.12.240, RCW 49.12.250, RCW 49.12.260, and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.
- 19.6 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, Personnel Manager, or designated representative prior to posting.
- 19.7 Mileage – All employees who 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.
- 19.7.1 The cents (¢) per mile mileage reimbursement rate set forth shall be adjusted up or down to reflect the current IRS rate.
- 19.8 Transit Subsidy - The City shall provide a transit subsidy benefit consistent with SMC 4.20.370. 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.
- 19.9 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.

19.10 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 the employee's schedule for the old job ceases at the beginning of the new job.

19.11 Meetings -- Employees shall not be required to attend meetings called by the City except during working hours.

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

19.13 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.
- 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.

19.1~~46~~ The Union and the City agree to reopen negotiations on the following:

- A. Changes associated with revisions made to the Implementation of- 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.

## ARTICLE 20. CLASSIFICATIONS AND RATES OF PAY

- 20.1 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 20.1.1 through 20.1.4 and any discrepancies shall be governed by those Articles.
- 20.1.1 ~~—Effective December 26 January 4, 202318, employees' ~~base wages will be increased~~ base wage rates for titles covered under this Collective Bargaining Agreement shall receive a one percent (1%) negotiated wage adjustment applied to the base wage, then a cost of living adjustment (COLA) equal to five percent (5%) shall be applied to the new base wage. by point-five percent (0.5%) plus 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 2016 through June 2017 to the period June 2017 through June 2018. However, this percentage increase shall not be less than one-point-five percent (1.5%) nor shall it exceed four percent (4.0%).~~
- 20.1.2 ~~—Effective December 25 January 3, 202419, employees base wage rates for titles covered under this Collective Bargaining Agreement shall receive a cost of living adjustment (COLA) equal to four-point-five percent (4.5%). ~~base wages will be increased by one-point-zero percent (1.0%) plus 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 2017 through June 2018 to the period June 2018 through June 2019. However, this percentage increase shall not be less than one-point-five percent (1.5%) nor shall it exceed four percent (4.0%).~~~~
- 20.1.3 Effective January 46, 20254, employees base wages will be increased by one-point-zero percent (1.0%) plus 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 2018 through June 2019 to~~ the period June 202319 through June 20240. However, this percentage increase shall not be less than ~~one-point-five~~two percent (21.5%) nor shall it exceed four percent (4.0%).
- 20.1.4 Effective January 5, 20226, 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 2019 through June 2020 to the period~~ June 20204 through June 2025, plus one percent (1%)4. However, this percentage increase shall not be less than ~~one~~two-point-five percent (21.5%) nor shall it exceed ~~four~~five percent (54.0%).
- 20.1.5 ~~Effective January X, 2027, employees base wages will be increased by one hundred percent (100%) of the annual 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 2025 through June 2026. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%).~~
- 20.1.65 —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.

20.1.76 —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.

- 20.1.~~87~~ 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.
- 20.2 Wage Step -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.
- 20.2.1 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, the employee will receive one-step increment in the higher-paid title; provided that the employee has not received a step increment in the out-of-class title based on changes to the primary pay rate within the previous twelve (12) months, and that such increment does not exceed the top step of the higher salary range. However, hours worked out-of-class that were properly paid per 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.
- 20.2.2 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.
- 20.2.3 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.
- 20.2.4 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.
- 20.2.5 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. In 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.

- 20.2.6 Any in increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.
- 20.2.7 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.
- 20.2.8 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.
- 20.2.9 Employee Demotion – 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.
- 20.2.10 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 the employee was entitled in their former position without reduction; provided however, such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty-five (25) years of City service and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary range, such employee shall receive the salary 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.

20.2.11 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, ~~he/she~~ they shall continue to receive such higher salary as an "incumbent" for so long as they remain in the position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

20.3 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 it may, at the employee's request be repaid, 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 the employee's final paycheck(s).
- D. By other means as may be mutually agreed between the City and the employee. The Union Representative may participate in this process at the request of the involved employee. All parties will communicate/cooperate in resolving these issues.

## **ARTICLE 21. SAVINGS CLAUSE**

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

**ARTICLE 22. - TERM OF AGREEMENT**

22.1 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, 2027~~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, 2027~~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.

22.2 Notwithstanding the provisions of Section 22.1, 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 \_\_\_\_\_  
Rex Habner, Business Manager/Secretary

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

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

RRelations

By \_\_\_\_\_  
~~Richard Groff~~ Afton Larsen, Labor Negotiator

**APPENDIX A**

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

**AND**

**CITY OF SEATTLE/SEATTLE CITY LIGHT MATERIAL CONTROLLERS/APPRENTICESHIP**

**COORDINATORS UNIT**

A.1 Effective ~~December 26~~January 4, 2023~~48~~, hourly base wage rates shall be increased as follows (1% Negotiated Wage Adjustment plus 45.0% COLA):

~~Apprenticeship Coordinator~~ ————— ~~Step 1: 33.46~~  
~~Step 2: 34.79~~  
~~Step 3: 36.15~~  
~~Step 4: 37.58~~  
~~Step 5: 39.09~~

~~Material Controller~~ ————— ~~Step 1: 25.66~~  
~~Step 2: 26.52~~  
~~Step 3: 27.59~~  
~~Step 4: 28.62~~  
~~Step 5: 29.78~~

~~Material Controller, Senior~~ ————— ~~Step 1: 30.96~~  
~~Step 2: 32.09~~  
~~Step 3: 33.33~~  
~~Step 4: 34.65~~  
~~Step 5: 36.00~~

~~Material Controller, Principal~~ ————— ~~Step 1: 36.00~~  
~~Step 2: 37.42~~  
~~Step 3: 38.94~~  
~~Step 4: 40.37~~  
~~Step 5: 41.94~~

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>Apprenticeship Coord-BU</u>	<u>38.96</u>	<u>40.51</u>	<u>42.10</u>	<u>43.76</u>	<u>45.52</u>
<u>Material Controller,Prin-BU</u>	<u>41.92</u>	<u>43.58</u>	<u>45.35</u>	<u>47.00</u>	<u>48.84</u>
<u>Material Controller,Sr-BU</u>	<u>36.05</u>	<u>37.37</u>	<u>38.81</u>	<u>40.35</u>	<u>41.92</u>
<u>Material Controller-BU</u>	<u>29.87</u>	<u>30.88</u>	<u>32.12</u>	<u>33.33</u>	<u>34.67</u>

A.2 Effective ~~December 25~~January 3, 20~~24~~19, hourly base wage rates shall be increased as follows (~~3.64.5%~~%):

~~Apprenticeship Coordinator~~ — Step 1: ~~34.66~~  
Step 2: ~~36.04~~  
Step 3: ~~37.45~~  
Step 4: ~~38.93~~  
Step 5: ~~40.50~~

~~Material Controller~~ — Step 1: ~~26.58~~  
Step 2: ~~27.47~~  
Step 3: ~~28.58~~  
Step 4: ~~29.65~~  
Step 5: ~~30.85~~

~~Material Controller, Senior~~ — Step 1: ~~32.07~~  
Step 2: ~~33.25~~  
Step 3: ~~34.53~~  
Step 4: ~~35.90~~  
Step 5: ~~37.30~~

~~Material Controller, Principal~~ — Step 1: ~~37.30~~  
Step 2: ~~38.77~~  
Step 3: ~~40.34~~  
Step 4: ~~41.82~~  
Step 5: ~~43.45~~

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>Apprenticeship Coord-BU</u>	<u>40.72</u>	<u>42.33</u>	<u>44.00</u>	<u>45.73</u>	<u>47.56</u>
<u>Material Controller, Prin-BU</u>	<u>43.81</u>	<u>45.54</u>	<u>47.39</u>	<u>49.12</u>	<u>51.03</u>
<u>Material Controller, Sr-BU</u>	<u>37.67</u>	<u>39.05</u>	<u>40.56</u>	<u>42.17</u>	<u>43.81</u>
<u>Material Controller-BU</u>	<u>31.22</u>	<u>32.27</u>	<u>33.57</u>	<u>34.83</u>	<u>36.23</u>

A.3 Effective January ~~146~~, 20~~25~~14, hourly base wage rates shall be increased as enumerated in Section 20.1.3 of the Collective Bargaining Agreement.

A.4 Effective ~~January 10~~December 31, 20~~26~~15, hourly base wage rates shall be increased as enumerated in Section 20.1.4 of the Collective Bargaining Agreement.

A.5 Effective ~~January X~~, 20~~27~~December 30, 20~~26~~26, hourly base wage rates shall be increased as enumerated in Section 20.1.5 of the Collective Bargaining Agreement.



**APPENDIX B**

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

**AND**

**CITY OF SEATTLE/SEATTLE CITY LIGHT MATERIAL CONTROLLERS/APPRENTICESHIP**

**COORDINATORS UNIT**

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**

**SEATTLE CITY LIGHT MATERIAL CONTROLLERS/APPRENTICESHIP**

**COORDINATORS 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 3– 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



Legislation Text

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**File #:** CB 120792, **Version:** 1

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**CITY OF SEATTLE**

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

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

AN ORDINANCE relating to the Department of Finance and Administrative Services; authorizing the Director of Finance and Administrative Services to negotiate and execute a real property lease with Neptune III TT, LLC, on behalf of the Human Services Department for its Aging and Disability Services Division; and ratifying and confirming certain prior acts.

WHEREAS, the Aging and Disability Services Division of the Human Services Department (HSD) operates as the federal- and state-designated Area Agency on Aging (AAA) for King County and is responsible for providing aging network services to over 50,000 clients across the County, including over 14,000 clients receiving Medicaid long-term care case services, the majority of whom reside in south King County; and

WHEREAS, the Aging and Disability Services Division has had a long-standing presence in south King County and has leased office space since 2004 to better serve its King County clients in a building in a suburban office park known as Time Square, located at 600 Southwest 39th Street, Renton, Washington; and

WHEREAS, the Time Square lease expires on August 31, 2024; and

WHEREAS, the HSD Aging and Disability Services Division recently determined that the Time Square office space is no longer suitable and has opted to move to a new location that better serves the needs of its clients and staff; and

WHEREAS, the HSD Aging and Disability Services Division retained the Real Estate and Planning Services Division of the Department of Finance and Administrative Services (FAS) to conduct a search for new office space; and

WHEREAS, several lease options were identified by FAS for a decision by HSD, including the option of moving to a new location or staying at its current location, with the goal being to downsize the footprint for HSD to better align with workplace needs and realize cost savings in rent; and

WHEREAS, as a result of such search, HSD has elected to relocate its Aging and Disability Services Division offices from Time Square to Triton Towers Three, located at 707 South Grady Way, in Renton, Washington; and

WHEREAS, the FAS Real Estate and Planning Services Division and the Triton Towers Three landlord, Neptune III TT, LLC, have reached agreement on the form of the lease for new HSD Aging and Disability Services Division offices, some 12,410 square feet, for an initial term of ten years, with a right on the part of the City to extend the term for two additional terms of five years each; and

WHEREAS, pursuant to Seattle Municipal Code Sections 3.127.010 and 3.127.020, leases of office space with a term of more than five years and where the premises exceed 5,000 square feet require City Council authorization for execution by the Director of Finance and Administrative Services; NOW, THEREFORE,

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

Section 1. The Director of Finance and Administrative Services, or the Director's designee (the "Director"), is authorized to execute for and on behalf of The City of Seattle (the "City") the lease by and between Neptune III TT, LLC, as landlord, and the City, as tenant, substantially in the form attached to this ordinance as Attachment 1 (the "Lease"), which when fully executed will provide for the City's use and occupancy of the premises within the real property located at 707 South Grady Way, in Renton, Washington.

Section 2. The Director may make technical, conforming, or otherwise nonmaterial changes to the Lease, and may take other actions that the Director deems necessary to consummate the Lease.

Section 3. The rent payments as provided for in the Lease will be charged to the appropriate expenditure allowance in the budget of the Department of Finance and Administrative Services, subject to reimbursement

by the Human Services Department.

Section 4. Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

Section 5. 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 - FAS HSD Triton Towers Lease

**OFFICE LEASE**

**BETWEEN**

**NEPTUNE III TT, LLC**

**as Landlord**

**AND**

**CITY OF SEATTLE**

**as Tenant**

**Dated: \_\_\_\_\_, 2024**



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**LIST OF EXHIBITS**

Exhibit A-1	Plan Showing Premises
Exhibit A-2	Legal Description of Land
Exhibit B	Work Agreement
Exhibit C	Rules and Regulations
Exhibit D	Confirmation of Commencement Date

## OFFICE LEASE

THIS OFFICE LEASE (“Lease”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 (“Date of Lease”), by and between NEPTUNE III TT, LLC, a Delaware limited liability company (“Landlord”), and the City of Seattle, a Washington State municipal corporation (“Tenant”).

### I. BASIC LEASE PROVISIONS AND DEFINITIONS

1.1 Premises. 12,410 Rentable Square Feet known as Suite 700 and located on the seventh floor(s) of the Building as depicted on Exhibit A-1 attached hereto and made a part hereof.

1.2 Building. The building known as Tower Three of Triton Towers, located at 707 S. Grady Way, Renton, WA 98057, containing approximately 133,255 Rentable Square Feet.

1.3 Project. The development known as Triton Towers consisting of each of the buildings owned by Landlord from time to time commonly known as Tower One located at 555 S. Renton Village Place, Tower Two located at 700 S. Renton Village Place, and Tower Three located at 707 S. Grady Way.

1.4 Land. The parcel of land on which the Building is located, as more particularly described on Exhibit A-2 attached hereto and made a part hereof, and all rights, easements and appurtenances thereunto belonging or pertaining.

1.5 Common Area. All areas from time to time designated by Landlord for the general and nonexclusive common use or benefit of Tenant, other tenants of the Project, and Landlord, including, without limitation, conference facilities, fitness center, premium bike storage, roadways, entrances and exits, loading areas, landscaped areas, open areas, park areas, service drives, walkways, atriums, courtyards, concourses, ramps, hallways, stairs, washrooms, lobbies, elevators, common trash areas, vending or mail areas, common pipes, conduits, wires and appurtenant equipment within the Building, maintenance and utility rooms and closets, exterior lighting, exterior utility lines, and Parking Facilities.

1.6 Parking Facilities. All parking areas now or hereafter designated by Landlord for use by tenants of the Building and/or their guests and invitees, including, without limitation, surface parking, parking decks, parking structures and parking areas under or within the Building whether reserved, exclusive, non-exclusive or otherwise.

1.7 Rentable Square Feet or Rentable Area. The rentable area within the Premises and Building are deemed to be the amounts set forth in this Article I. Landlord and Tenant stipulate and agree that the Rentable Square Footage of the Premises and Building are correct and shall not be remeasured.

1.8 Permitted Use. Tenant may use the Premises subject to and in accordance with the terms, covenants and conditions set forth in this Lease, and applicable governmental regulations, restrictions and permitting (without the necessity of obtaining any zoning changes, conditional use permits or other special permits), solely for general business office purposes.

1.9 Commencement Date. September 1, 2024.

1.10 Expiration Date. That certain date that is One Hundred Twenty (120) months after the Commencement Date.

1.11 Term. One Hundred Twenty (120) months, beginning on the Commencement Date and expiring on the Expiration Date.

1.12 Extension Option. As set forth in Section 3.3, Tenant shall have two (2) options to extend the term of the Lease for the Premises, as expanded or contracted from time to time, for an additional Sixty (60) months (each an “Extension Term”), at an amount that is equal to Prevailing Market Rent for the Premises, subject to the rent escalation set forth in Section 1.13, by providing Landlord with no less than nine (9) months prior written notice prior to expiration of the then current Term. The initial term, as extended by one or both extension options if applicable, is referred to herein as the “Term” or the “Lease Term”.

1.13 Basic Rent. Annual Basic Rent is Twenty Six and 00/100 Dollars (\$26.00) per Rentable Square Foot of the Premises with an annual Zero and 75/100 Dollar (\$0.75) escalation on each anniversary of the Commencement Date, subject to adjustment as specified in Article IV, and as follows:

<u>Period in Months</u>	<u>Annual Rate Per SF</u>	<u>Monthly Base Rent</u>
9/1/24 - 8/31/25	\$26.00	\$26,888.33
9/1/25 - 8/31/26	\$26.75	\$27,663.96
9/1/26 - 8/31/27	\$27.50	\$28,439.58
9/1/27 - 8/31/28	\$28.25	\$29,215.21
9/1/28 - 8/31/29	\$29.00	\$29,990.83
9/1/29 - 8/31/30	\$29.75	\$30,766.46
9/1/30 - 8/31/31	\$30.50	\$31,542.08
9/1/31 - 8/31/32	\$31.25	\$32,317.71
9/1/32 - 8/31/33	\$32.00	\$33,093.33
9/1/33 - 8/31/34	\$32.75	\$33,868.96

1.14 TI Allowance. Pursuant to the terms and conditions contained in this Lease, Landlord shall provide an allowance equal to Thirty Five and 00/100 Dollars (\$35.00) per Rentable Square Foot of the Premises (the “TI Allowance”) for the purposes set forth below. The TI Allowance may be used for permit and construction drawings, fees and permits, construction costs, Washington State Sales Tax, and other applicable taxes and other costs related to the construction of the Tenant Improvements (as defined in Section 12 herein) to the Premises, or for other work requested by Tenant and approved by Landlord. For the avoidance of doubt, the Tenant Improvements shall not include Tenant’s fixtures, furnishings and equipment. Tenant shall install its own security system within the Premises, subject to Landlord’s reasonable approval. The TI Allowance shall be provided and applied pursuant to the terms and conditions of the Exhibit B Work Agreement. No portion of the TI Allowance shall be applied to Basic Rent until all costs, fees and expenses associated with the Tenant Improvements have been paid in full. Landlord shall be entitled to a construction management fee (“Construction Management Fee”) equal to three percent (3%) of the Tenant Improvements work, if any, being overseen by Landlord and said fee shall be paid out of the TI Allowance. Landlord’s Construction Management Fee shall be net of any third party costs, fees or expenses incurred by Landlord in relation to the design, approval, permitting, procurement and construction of the Tenant Improvements which costs, fees and expenses shall be paid out of the TI Allowance. The final cost of the Tenant Improvements, Construction Management Fee, and all other costs, fees or expenses incurred in connection with the Tenant Improvements shall not exceed the TI Allowance. If the final cost of the Tenant Improvements is less than the sum of the TI Allowance or if such TI Allowance is not used in its entirety by December 31, 2024, then Landlord shall notify Tenant of the credit amount in writing, and Tenant may use the remaining portion of the TI Allowance as Basic Rent credit as set forth herein. Notwithstanding anything to the contrary, Tenant shall not be entitled to any portion of the TI Allowance if an Event of Default occurs prior to the disbursement of the TI Allowance and remains uncured, and in

such case, Tenant shall pay Landlord all amounts due in connection with the Tenant Improvements upon demand.

1.15 Lease Year. Each consecutive 12 month period elapsing after: (i) the Commencement Date if the Commencement Date occurs on the first day of a month; or (ii) the first day of the month following the Commencement Date if the Commencement Date does not occur on the first day of a month. Notwithstanding the foregoing, the first Lease Year shall include the additional days, if any, between the Commencement Date and the first day of the month following the Commencement Date, in the event the Commencement Date does not occur on the first day of a month.

1.16 Calendar Year. For the purpose of this Lease, Calendar Year shall be a period of 12 months commencing on each January 1 during the Term, except that the first Calendar Year shall be that period from and including the Commencement Date through December 31 of that same year, and the last Calendar Year shall be that period from and including the last January 1 of the Term through the earlier of the Expiration Date or date of Lease termination.

1.17 Tenant's Proportionate Share. 9.31%, as further defined in **Section 4.5.**

1.18 Parking Space Allocation. Tenant shall have the ongoing right to park in the Parking Facilities or in any parking easement that may now or hereafter benefit the Land and shall be allocated six (6) reserved parking spaces, provided that the location of the reserved parking spaces shall be subject to the Landlord's approval and any signage associated with the reserved parking spaces shall be Tenant's sole cost and expense.

1.19 Security Deposit. None.

1.20 Brokers:

Landlord's:

Cavan O'Keefe  
Tracy Turnure  
**Newmark Knight Frank**

Tenant's:

Derek Hermsen  
**Union Street Corporate Real Estate,  
LLC**

1.21 Guarantor(s). None.

1.22 Landlord's Notice Address.

Neptune III TT, LLC  
555 S. Renton Village Place Suite, 100  
Renton, WA 98057  
Attention: Sean Munger

With copies at  
the same time to.

Schwabe, Williamson & Wyatt  
1420 Fifth Ave, Suite 3400  
Seattle, WA 98101  
Attention: Milt Reimers  
Email: mreimers@schwabe.com

1.23 Tenant's Notice Address.

City of Seattle  
700 Fifth Avenue, Suite 5200,  
Seattle, WA 98104  
Attn: Director, Real Estate &

Planning Services Division

Mailing Address:

City of Seattle

PO Box 94689

Seattle, WA 98124-4689

Attn: Director, Real Estate &

Planning Services Division

With copies at  
the same time to.

Seattle City Attorney's Office

701 5<sup>th</sup> Avenue, Suite 2050

Seattle, WA 98104

Attn: Civil Division, Contracts and Utilities

1.24 Interest Rate. The per annum interest rate listed as the U.S. "prime" rate as published from time to time under "Money Rates" in the Wall Street Journal plus 5% but in no event greater than the maximum rate permitted by law. In the event the Wall Street Journal ceases to publish such rates, Landlord shall choose, at Landlord's reasonable discretion, a similarly published rate.

1.25 Agents. Officers, partners, members, owners, directors, employees, agents, licensees, contractors, customers and invitees; to the extent customers and invitees are under the principal's control or direction.

## II. PREMISES

2.1 Lease of Premises. In consideration of the agreements contained herein, Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, for the Term and upon the terms and conditions set forth in this Lease. Except for compliance with delivery of the Tenant Improvements pursuant to the terms and conditions in this Lease, Landlord is delivering the Premises in its As-Is, Where-Is Condition without any further representations or warranties. Landlord and Tenant agree that the existing furniture, fixtures, and equipment in the Premises as of the Date of Lease, including, without limitation, all existing cubicles, shall remain in the Premises and become the property of Tenant. Concurrently with execution of this Lease, Landlord and Tenant shall execute a bill of sale to effect Tenant's ownership of the FF&E. As an appurtenance to the Premises, Tenant shall have the general and nonexclusive right, together with Landlord and the other tenants of the Project, to use the Common Area subject to the terms and conditions of this Lease; provided, however, except to the extent Landlord's prior written approval is obtained, Landlord excepts and reserves exclusively to itself the use of (i) roofs; (ii) maintenance and utility equipment rooms and closets, and (iii) conduits, wires and appurtenant equipment within the Building and equipment rooms and closets, and exterior utility lines.

2.2 Landlord's Reservations. Provided Tenant's use of and access to the Premises is not materially adversely affected, Landlord reserves the right from time to time to: (i) install, use, maintain, repair, replace and relocate pipes, ducts, conduits, wires and appurtenant meters and equipment above the ceiling surfaces, below the floor surfaces, within the walls and in the central core areas of the Building; (ii) make changes to the design and layout of the Project, including, without limitation, changes to buildings, driveways, entrances, loading and unloading areas, direction of traffic, landscaped areas and walkways, parking spaces and parking areas; and (iii) use or close temporarily the Common Areas, and/or other portions of the Project while engaged in making improvements, repairs or alterations to the Building, the Project or any portion thereof. In addition, Landlord expressly reserves the right to change the name of the Building or the Project.

### III. TERM

3.1 Commencement Date. Subject to the earlier termination or extension as otherwise provided in this Lease, the Term shall commence on the Commencement Date and expire at midnight on the Expiration Date. Promptly following the request of either party, Landlord and Tenant shall enter into an agreement confirming the Commencement Date and the Expiration Date, and certain other information, in the form of the Confirmation of Commencement Date attached hereto as Exhibit D.

3.2 Early Possession. If Tenant takes possession of the Premises before the Commencement Date, such possession shall be subject to the terms and conditions of Section 3.8(c) of the Work Agreement attached hereto as Exhibit B.

3.3 Option to Extend.

(a) Provided that no Event of Default then exists beyond any applicable notice and cure period, Tenant shall have two (2) options to extend the term of the Lease for all or any portion of the Premises, as expanded or contracted from time to time, each for an additional five (5) year term, at an amount that is equal to Prevailing Market Rent for the Premises by providing Landlord with no less than nine (9) months prior written notice prior to expiration of the then current term (the “Option”). Upon exercise the Option, the terms and conditions of the Lease shall remain the same except that there shall be no additional TI Allowance or construction of Initial Improvements, and Landlord shall adjust the Basic Rent to an amount that is equal to Prevailing Market Rent for the Premises; provided, however, that in no event shall Basic Rent be adjusted downward from the Basic Rent in effect immediately prior to the Option term. For purposes of this Section 3.3, “Prevailing Market Rent” shall mean the arms-length fair market annual rental rate per rentable square foot under extension leases and amendments entered into on or about the date on which the Prevailing Market Rent is being determined hereunder for space comparable to the Premises in mid-rise Class A suburban office buildings comparable to the Building in Renton, Washington, as of the date the applicable extension term is to commence, taking into account the specific provisions of this Lease which will remain constant. The determination of Prevailing Market Rent shall take into account the creditworthiness of Tenant, the economic terms (including, if applicable, provisions pertaining to operating expense and tax reimbursement) of this Lease and any comparison lease or amendment (including any concessions and inducements being offered under this Lease and any such comparison lease or amendment); provided that in no event shall the Prevailing Market Rent include a premium for Tenant’s specialized or custom tenant improvements (paid for by Tenant). The determination of Prevailing Market Rent shall also take into consideration any reasonably anticipated changes in the Prevailing Market Rent from the time such Prevailing Market Rent is being determined and the time such Prevailing Market Rent will become effective under this Lease.

(b) If Tenant and Landlord are unable to agree on the determination of Prevailing Market Rent within such thirty (30) days of Tenant’s notice of its exercise of the Option, Prevailing Market Rent for such Option shall be determined pursuant to this Section. The parties shall promptly designate in writing a single mutually acceptable arbitrator experienced in commercial real estate and prevailing market rental rates in the Puget Sound region, who is independent of each party. If the parties cannot agree on an arbitrator within ten (10) Business Days after referral of such matter, the arbitrator shall be selected by the Seattle Office of JAMS, 1420 Fifth Ave. Suite 1650, Seattle, WA 98101. Within ten (10) Business Days of the arbitrator’s appointment, each Party shall prepare and deliver to both the arbitrator and other party its position on the Prevailing Market Rent for the Premises. Each party may submit to the arbitrator (with a copy to the other Party) a rebuttal to the other party’s support memorandum and will at such time have the opportunity to amend its last such offer based on any new information contained in the other party’s support memorandum. Within thirty (30) days after the arbitrator’s appointment, the arbitrator will select from the

two (2) proposals provided by the parties. The decision of the arbitrator shall be final and binding on the parties. The foregoing “baseball-style” arbitration shall be the exclusive remedy of either party if the parties cannot agree on the Prevailing Market Rent.

#### **IV. RENT**

4.1 **Basic Rent.** Tenant shall pay to Landlord the Basic Rent as specified in **Section 1.12.** Basic Rent shall be payable in monthly installments as specified herein, in advance, without demand, notice, deduction, offset or counterclaim, on or before the fifth day of each and every calendar month during the Term; provided, however, the installment of Basic Rent payable for the first full calendar month of the Term in which Basic Rent is due shall be due and payable at the time of execution and delivery of this Lease. Any payment made by Tenant to Landlord on account of Basic Rent may be credited by Landlord to the payment of any late charges then due and payable and to any Basic Rent or Additional Rent (as defined in **Section 4.2**) then past due before being credited to Basic Rent currently due. Tenant shall pay Basic Rent and all Additional Rent electronically via automatic debt, ACH credit, or wire transfer to such account as Landlord designates in writing to Tenant. Landlord may, in its sole discretion, designate an address for payment in lawful U.S. Dollars. If the Term commences on a day other than the first day of a calendar month or terminates on a day other than the last day of a calendar month, the monthly Basic Rent and Additional Rent shall be prorated based upon the number of days in such calendar month. Tenant’s covenant to pay Rent and the obligation of Tenant to perform Tenant’s other covenants and duties hereunder constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is expressly provided for in this Lease and not otherwise.

4.2 **Additional Rent; Rent.** All sums payable by Tenant under this Lease, other than Basic Rent, shall be deemed “**Additional Rent**,” and, unless otherwise set forth herein, shall be payable in the same manner as set forth above for Basic Rent. Basic Rent and Additional Rent shall jointly be referred to as “**Rent**”.

4.3 **Net Lease.** This is a net lease. Basic Rent shall be paid to Landlord absolutely net of all costs and expenses. The provisions for payment of Operating Costs by means of periodic payment of Tenant’s Proportionate Share (as defined in **Section 4.5**) of Estimated Operating Costs (as defined in **Section 4.4**) and the Operating Costs Adjustment (as defined in **Section 4.8**) are intended to pass on to Tenant and reimburse Landlord for Tenant’s Proportionate Share of all costs and expenses of the nature described in **Section 4.6**.

4.4 **Estimated Payments.** Tenant shall pay as Additional Rent Tenant’s Proportionate Share of Estimated Operating Costs in advance, on or before the first day of each calendar month, in the same manner as set forth above for Basic Rent. “**Estimated Operating Costs**” for any calendar month shall mean Landlord’s estimate of Operating Costs for the Calendar Year within which such month falls, divided into twelve (12) equal monthly installments. Landlord shall provide Tenant with a statement setting forth the Estimated Operating Costs and Tenant’s Proportionate Share thereof within a reasonable period of time after the Commencement Date and the commencement of each Calendar Year thereafter. Landlord may adjust such estimate from time to time by written notice. Until a new statement of Estimated Operating Costs is received Tenant shall continue to make the monthly payment of Estimated Operating Costs applicable to the prior year.

4.5 **Tenant’s Proportionate Share.** “**Tenant’s Proportionate Share**” shall be calculated by Landlord from time to time and shall mean a percentage equal to the Rentable Square Feet of the Premises divided by the total Rentable Square Feet of the Building, as calculated by Landlord from time to time. As of the Commencement Date, Tenant’s Proportionate Share is 9.31%. Notwithstanding anything herein to

the contrary, in any instance in which Landlord, in Landlord's reasonable discretion, deems Tenant to be responsible for any amounts greater than Tenant's Proportionate Share of any expense, Landlord shall have the right to allocate such costs in any reasonably appropriate manner. Landlord may establish cost pools for certain expenses that benefit some but not all tenants and may allocate such costs only to the tenants benefited by such cost. If Landlord incurs any expense that benefits other buildings in the Project, such expenses shall be allocated by Landlord among each of the buildings benefited by such expense on any commercially reasonable basis selected by Landlord.

4.6 Operating Costs. "Operating Costs" shall mean all expenses and costs (but not specific costs that are separately billed to and paid by specific tenants) of every kind and nature that Landlord shall reasonably pay or incur or become obligated to pay or incur (including, without limitation, costs incurred by managers and agents that are reimbursed by Landlord) because of or in connection with the management, repair, maintenance, replacement, preservation, ownership and operation of the Building and any supporting facilities directly serving the Building (as allocated to the Building in accordance with standard accounting practices, consistently applied). Operating Costs shall include, but not be limited to the following types of expenses:

(a) Wages, salaries, reimbursable expenses and benefits of all on-site and off-site personnel, including employees, independent contractors and agents, engaged in the operation, repair, maintenance, management and security of the Building and the direct costs of training such employees.

(b) Costs (including fair market rental) for the property management office and engineering office for the Project, conference room, exercise facilities and other areas dedicated to amenities for the tenants in the Project that would otherwise be leasable area and the cost of operating such areas and amenities, including the cost of acquiring or leasing equipment therein (net of any revenues actually received from users in connection with the use of such amenities).

(c) All supplies, materials, furniture and equipment used in the operation and maintenance of the Building and tenant amenities, including, without limitation, the cost of erecting, maintaining and dismantling art work and similar decorative displays commensurate with operation of a Class A office project.

(d) Utilities, including, without limitation, water, power, sewer, waste disposal, communication and cable television facilities, heating, cooling, lighting and ventilation of the Building.

(e) All maintenance, extended warranties (amortized over the period of such warranty), janitorial and service agreements for the Building and the equipment therein, including, but not limited to, alarm service, window cleaning, elevator maintenance, and maintenance and repair of the Building and all Building components.

(f) Legal and accounting services for the Building, including, but not limited to, the costs of audits by certified public accountants of Operating Costs records; provided, however, that Operating Costs shall not include legal fees related to (i) negotiating lease terms for prospective tenants, (ii) negotiating termination or extension of leases with existing tenants, or (iii) proceedings against tenants relating solely to the collection of Rent or other sums due to Landlord from such tenants.

(g) All insurance premiums and costs, including but not limited to, the premiums and cost of commercial property, liability, rental abatement or interruption, flood and earthquake insurance applicable to the Building and Landlord's personal property used in connection therewith (and all amounts paid as a result of loss sustained that would be covered by such policies but for "deductible" or self-insurance provisions).



(h) Repairs, replacements and general maintenance of the Building (except for repairs and replacements (i) paid for from the proceeds of insurance, or (ii) paid for directly by Tenant, other tenants or any third party).

(i) Real Estate Taxes (as defined in **Article VII**).

(j) Amortization (together with reasonable financing charges) of capital costs incurred (i) to comply with the requirements of any applicable law, (ii) to repair or replace items which Landlord is obligated to maintain under this Lease; or (iii) to improve the operating efficiency of the Building or reduce Operating Costs. As used in this Section, "amortization" shall mean allocation of the cost equally to each year of useful life of the items being amortized together with interest thereon at a rate reflecting Landlord's actual cost of funds or five percent (5%) per annum, whichever is more. Notwithstanding the foregoing, however, Landlord may treat as expenses (chargeable in the year incurred), and not as capital costs, items that cost less than two percent (2%) of Estimated Operating Costs for the year in question.

(k) All charges of any kind and nature imposed, levied, assessed, charged or collected by any governmental authority or other entity either directly or indirectly (i) for or in connection with public improvements, user, maintenance or development fees, transit, parking, housing, employment, police, fire, open space, streets, sidewalks, utilities, job training, child care or other governmental services or benefits, (ii) for environmental matters or as a result of the imposition of mitigation measures, including compliance with any transportation management plan, or fees, charges or assessments as a result of the treatment of the Building, or any portion thereof or interest therein, as a source of pollution or storm water runoff.

(l) A management fee equal to three percent (3%) of all revenue (excluding such management fee) derived from the Building, including without limitation, all Rent hereunder, all rent and other payments derived from other tenants in the Building, parking revenues and other revenues derived from licenses of any other part of or right in the Building.

Notwithstanding the foregoing, Operating Costs shall not include (i) any sums collected from other Building tenants for special services provided to such tenant in excess of the services provided to Tenant hereunder; (ii) amounts received from insurance claims and costs of repair and reconstruction related thereto to the extent of such insurance proceeds (other than deductible amounts under applicable insurance policies); (iii) ground rent (if any); (iv) principal, interest or loan fees incurred in connection with any loan secured by the Building or the Land; (v) leasing commissions; (vi) except as permitted under **Section 4.6(j)**, depreciation or amortization of the Building or Building components or expenses that should be capitalized in accordance with standard accounting practices, consistently applied; (vii) any penalties due to violation of law or fines imposed for late payment of any Operating Costs by Landlord or interest thereon, unless such penalties, interest or fines were caused directly or indirectly by Tenant; (viii) attorneys' fees, costs, disbursements and other expenses incurred in connection with disputes with tenants, or lease negotiations with prospective tenants; (ix) any costs of removal, remediation or encapsulation of any asbestos containing materials in the Building; (x) the cost of providing tenant improvements or other specific costs incurred for the account of, separately billed to and paid by specific tenants of the Building or Project; (xi) the initial construction cost of the Building; (xii) expenses for which Landlord is reimbursed (except through operating expense reimbursements) or indemnified (either by an insurer, condemnor, tenant or otherwise); (xiii) expenses incurred in leasing or procuring tenants (including, without limitation, lease commissions, legal expenses, and expenses of renovating space for tenants); (xiv) depreciation or accelerated cost recovery of the Building or any equipment, furniture, fixtures or property attached to or installed in the Building, except as allowed above; (xv) interest on, and amortization of, mortgages or deeds of trust; any rents under any ground, overriding and/or underlying leases; costs of selling, financing and/or mortgaging any of Landlord's interest in the Building or Project including, without limitation, mortgage or recording

taxes, points, commissions, legal fees and commitment fees; (xvi) costs of maintaining Landlord's corporate existence; (xvii) any sums paid to a person, firm, corporation or other entity related to Landlord which are in excess of the amount which would have been paid for a comparable level and quality of service in the absence of such relationship; (xiii) compensation, bonuses, salaries, administrative wages and benefits of officers, directors, and executive personnel of Landlord above the level of Building manager (regardless of the employee's actual title); (xix) real estate commissions, marketing and advertising costs, renting commissions or fees incurred in connection with the development and leasing of the Building or any improvements; (xx) legal and other professional fees, court costs, and other expenses incurred in preparing, negotiating and executing leases, amendments, terminations and extensions or in resolving any disputes with tenants or other occupants or enforcing lease obligations; (xxi) auditing fees other than auditing fees in connection with the preparation of statements required to reconcile Operating Costs; (xxii) cost of any work or service performed for any tenant (including Tenant) at such tenant's cost; and/or charges for electricity, HVAC, any other utilities or for janitorial or cleaning for which Landlord is entitled to reimbursement from any tenant other than through Operating Costs; (xxiii) services or benefits provided to some tenants but not to Tenant; (xxiv) costs for replacement of structural components of the Building; (xxv) costs to remove asbestos or Hazardous Materials (as defined by all applicable environmental laws) from the Building; (xxvi) costs to retrofit or reinforce the Building or the Premises to comply with existing laws related to earthquake safety, flood control and/or handicapped access as such laws are interpreted and applied to the Building or Premises at the time of construction; (xxvii) fines or penalties incurred by Landlord due to Landlord's violation of any applicable law; (xxviii) any late fees, penalties, interest charges or similar fees incurred by Landlord; (xxix) charitable or political contributions; and (xxx) gift and income taxes of Landlord.

4.7 Adjustment for Occupancy. Notwithstanding any other provision herein to the contrary, if during any year of the Term the Building is not fully occupied by tenants paying full rent, then an adjustment shall be made in computing Operating Costs for such year so that Operating Costs shall be computed as though the Building had been fully occupied by tenants paying full rent during such year; provided, however, that in no event shall Landlord collect in total, from Tenant and all other tenants of the Building, an amount greater than one hundred percent (100%) of Operating Costs during any year of the Term.

4.8 Computation of Operating Costs Adjustment. The term "Operating Costs Adjustment" for any Calendar Year shall mean the difference, if any, between Estimated Operating Costs and actual Operating Costs for that Calendar Year. Landlord shall, within a reasonable period of time after the end of any Calendar Year for which Estimated Operating Costs differs from actual Operating Costs, give written notice thereof to Tenant (a "Cost Statement"). The Cost Statement shall include a statement of the total Operating Costs applicable to such Calendar Year and the computation of the Operating Costs Adjustment. Landlord's failure to give such Cost Statement within a reasonable period of time after the end of any Calendar Year for which an Operating Costs Adjustment is due shall not release either party from the obligation to make the adjustment provided for in Section 4.9. The Cost Statement shall be final and binding on Tenant unless Tenant objects in writing within ninety (90) days after receipt thereof.

4.9 Adjustment for Variation Between Estimated and Actual. If Tenant's Proportionate Share of Operating Costs for any Calendar Year exceeds the payments received by Landlord towards Tenant's Proportionate Share of Estimated Operating Costs for such year, Tenant shall pay to Landlord Tenant's Proportionate Share of the Operating Costs Adjustment within thirty (30) days after delivery of the Cost Statement. If the Tenant's Proportionate Share of Operating Costs for any Calendar Year is less than the payments received by Landlord towards Tenant's Proportionate Share of Estimated Operating Costs for such year, then Landlord, at Landlord's option, shall either (a) pay Tenant's Proportionate Share of the Operating Costs Adjustment to Tenant in cash, or (b) credit said amount against future installments of Rent payable by Tenant hereunder. If the Term commences or terminates at any time other than the first day of a Calendar Year, Tenant's Proportionate Share of the Operating Costs Adjustment shall be calculated based

upon the exact number of calendar days during such Calendar Year that fall within the Term, and any payment by Tenant required hereunder shall be paid even if the Term has expired when such determination is made.

4.10 Audit Right. If no Event of Default is then outstanding beyond applicable cure periods, Tenant shall have the right to review Landlord's accounting records relating to Landlord's calculation of Operating Costs by delivering written notice to Landlord (the "Audit Notice") no later than ninety (90) days after receipt of the annual Cost Statement. Tenant may issue an Audit Notice and may review Landlord's records of Operating Costs only for the year covered by the Cost Statement. Tenant may not conduct more than one audit in any year. Tenant must complete the audit within ninety (90) days after the date of the Audit Notice, provided that Tenant may receive a reasonable extension to complete its audit in the event of a delay by Landlord in providing records of Operating Costs. Any audit must be performed by an auditor who has at least five years of experience auditing operating costs in class A office projects. Neither the individual auditor nor its employer may be compensated directly or indirectly based on the percentage of the savings found or the results of the audit. Tenant's auditor (both the individual and the company) and any third party (both the individual and the company) who may obtain the audit report or is otherwise involved in the audit must execute Landlord's form of confidentiality agreement before any records will be released to Tenant. The audit shall be limited solely to confirming that the Operating Costs charged to Tenant are consistent with the terms of this Lease.

The audit shall be conducted at a mutually acceptable time during regular business hours at the place where Landlord or its property manager maintains the applicable records in the State of Washington. Landlord shall cooperate with Tenant during the course of the audit and shall make its personnel available to Tenant as is reasonably necessary for the auditor to conduct such audit. Landlord shall have a reasonable opportunity to meet with Tenant's auditor to explain its calculation of Operating Costs. If Tenant's auditor believes that it has found errors or overcharges, Tenant shall provide a full and complete copy of the audit to Landlord and shall advise Landlord in writing of the claimed errors and overcharges with specific reference to the relevant Lease provisions disqualifying such expenses. If Tenant does not deliver an Audit Notice or complete the audit within the time limits set forth above, Landlord's Cost Statement for that year shall be deemed conclusive and binding on Tenant.

If Landlord and Tenant's auditor do not agree on proper treatment of the contested costs, Landlord shall engage its own auditor to review the findings of Tenant's auditor and Landlord's books and records. The two (2) auditors and the parties shall then meet to resolve any difference between the audits. If the parties have not reached agreement within two (2) weeks thereafter, then the auditors shall together select a third auditor (who is not affiliated with and who does not perform services for either party or their affiliates) to whom they shall each promptly submit their explanations of the basis of their opinion. Within two (2) weeks after receipt of such explanations, the third auditor shall determine the final treatment of the contested items which shall be binding on both parties. The auditor shall not have the authority to review any other items of Operating Costs.

If the final audit results show that the amount paid by Tenant was greater than the amount Tenant is obligated to pay, Landlord will credit the overpayment to the next Rent due under this Lease or shall refund the excess to Tenant if this Lease has terminated. If the audit shows that the amount Landlord charged Tenant for Operating Costs was less than the amount Tenant is obligated to pay, Tenant will pay to Landlord the difference between the amount Tenant paid and the amount determined in the audit within thirty (30) days after it receives the final audit results. Pending resolution of any audit under this Section, Tenant will continue to pay to Landlord the estimated amounts of Tenant's Proportionate Share of Operating Costs as billed by Landlord. Tenant and Tenant's auditors and accountants will keep all information obtained in any audit strictly confidential.

## **V. SECURITY DEPOSIT**

Simultaneously with the execution of this Lease and if required by this Lease, Tenant shall deposit the Security Deposit with Landlord to be held in trust by Landlord until disbursement in accordance with the terms of this Lease. The Security Deposit shall not bear interest to Tenant and shall be security for Tenant's obligations under this Lease. Landlord shall be entitled to commingle the Security Deposit with Landlord's other funds. The Security Deposit is not an advance payment of Rent or a measure of Tenant's liability for damages. Within 60 days after the Expiration Date or earlier termination of this Lease, or such lesser period as may be required by law, provided that Tenant has notified Landlord of the address to which the Security Deposit should be returned, Landlord shall (provided an Event of Default does not then exist) return the Security Deposit to Tenant, less such portion thereof as Landlord shall have applied in accordance with this **Article V**. If an Event of Default shall occur or if Tenant fails to maintain the Premises in the condition required by this Lease, Landlord shall have the right, without prejudice to any other remedy which Landlord may have on account thereof, to apply all or any portion of the Security Deposit to cure such default or to remedy the condition of the Premises. If Landlord so applies the Security Deposit or any portion thereof before the Expiration Date or earlier termination of this Lease, Tenant shall deposit with Landlord, upon demand, the amount necessary to restore the Security Deposit to its original amount. If Landlord shall sell or transfer its interest in the Building, Landlord shall have the right to transfer the Security Deposit to such purchaser or transferee, in which event Tenant shall look solely to the new landlord for the return of the Security Deposit, and Landlord thereupon shall be released from all liability to Tenant for the return of the Security Deposit.

## **VI. INTENTIONALLY OMITTED**

## **VII. REAL ESTATE TAXES**

"Real Estate Taxes" shall be collectively defined as all real and personal property taxes, assessments, local improvement or special benefit district charges and other governmental charges, special and general, known and unknown, foreseen and unforeseen, of every kind and nature whatsoever (i) attributable to the Land or the Building or levied, assessed or imposed on, the Land or the Building, or any portion thereof, or interest therein; or (ii) attributable to or levied upon Landlord's personal property located in, or used in connection with the Building; including (A) surcharges and all local improvement or special benefit and other assessments levied with respect to the Building, the Land, and all other property of Landlord used in connection with the operation of the Building; (B) any taxes levied or assessed in lieu of, in whole or in part, or in addition to such real or personal property taxes (including, but not limited to, leasehold taxes, business and occupation taxes and taxes or license fees upon or measured by the leasing of the Building or the rents or other income collected therefrom; (C) any and all costs, expenses and attorneys' fees paid or incurred by Landlord in connection with any proceeding or action to contest in whole or in part, formally or informally, the valuation, imposition, collection or validity of any of the foregoing taxes, assessments, charges or fee. If by law any Real Estate Taxes may be paid in installments at the option of the taxpayer, then Landlord shall include within Real Estate Taxes for any year only those installments (including interest, if any) which would become due by exercise of such option. Real Estate Taxes shall not include (x) inheritance or estate taxes imposed upon or assessed against the Building, or any part thereof or interest therein, or (y) federal or state income taxes computed upon the basis of the Landlord's net income, or (z) real estate excise taxes collected in connection with any sale or transfer of the Building.

## **VIII. PARKING**

During the Term, Tenant shall have the right to use the Parking Space Allocation (as defined in **Section 1.18**). All parking rights are subject to the Rules and Regulations (as defined in **Article XVIII**),

validation, key-card, sticker or other identification systems set forth by Landlord from time to time. Landlord may restrict certain portions of the Parking Facilities for the exclusive use of one or more tenants of the Building and may designate other areas to be used at large only by customers and visitors of tenants of the Building. Landlord reserves the right to delegate the operation of the Parking Facilities to a parking operator which shall be entitled to all the obligations and benefits of Landlord under this **Article VIII**; provided, however, Landlord shall have no liability whatsoever for claims arising through acts or omissions of any independent operator of the Parking Facilities. Except in connection with an assignment or sublease that is expressly permitted under this Lease, Tenant's parking rights and privileges described herein are personal to Tenant and may not be assigned or transferred. Landlord shall have the right to cause to be removed any vehicles of Tenant or its Agents that are parked in violation of this Lease or in violation of the Rules and Regulations of the Building, without liability of any kind to Landlord.

## **IX. USE AND REQUIREMENTS OF LAW**

9.1 **Use.** The Premises will be used only for the Permitted Use. Tenant and Tenant's Agents will not: (i) do or permit to be done in or about the Premises, nor bring to, keep or permit to be brought or kept in the Premises, anything which is prohibited by or will in any way conflict with any law, statute, ordinance or governmental rule or regulation which is now in force or which may be enacted or promulgated after the Date of Lease; (ii) do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants of the Building or Project; (iii) do or permit anything to be done in or about the Premises which is dangerous to persons or property; or (iv) cause, maintain or permit any nuisance in, on or about the Premises or commit or allow to be committed any waste in, on or about the Premises. At its sole cost and expense, Tenant will promptly comply with (a) all laws, statutes, ordinances, transportation management plans, and governmental rules, regulations or requirements now in force or in force after the Commencement Date of this Lease regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises (except to the extent of Landlord's obligations under **Section 9.3** and **Exhibit B** with respect to the Landlord Work, if any); (b) the certificate of occupancy issued for the Building and the Premises; and (c) any recorded covenants, conditions and restrictions, if any, which affect the use, condition, configuration and occupancy of the Premises. The term "Permitted Use" specifically excludes any use as a call center or similar high-density use; as an employment agency for day labor; or that is inconsistent with the Building being a Class A professional office building consistent with other Class A office buildings in geographic area in which the Building is located.

9.2 **Hazardous Materials.** Tenant shall not bring or allow any of Tenant's Agents to bring on the Premises or the Project, any asbestos, petroleum or petroleum products, used oil, explosives, toxic materials or substances defined as hazardous wastes, hazardous materials or hazardous substances under any federal, state or local law or regulation ("**Hazardous Materials**"), except for routine office and janitorial supplies used on the Premises and stored in the usual and customary manner and quantities, and in compliance with all applicable environmental laws and regulations. In the event of any release of Hazardous Materials on, from, under or about the Premises or the Project as the result of Tenant's occupancy of the Premises, Landlord shall have the right, but not the obligation, to cause Tenant, at Tenant's sole cost and expense, to clean up, remove, remediate and repair any soil or groundwater contamination or other damage or contamination in conformance with the requirements of applicable law. To the extent permitted by Washington law, Tenant shall indemnify, protect, hold harmless and defend (by counsel reasonably acceptable to Landlord) Landlord, and its Agents and each of their respective successors and assigns, from and against any and all claims, damages, penalties, fines, liabilities and cost (including reasonable attorneys' fees and court costs) caused by or arising out of (i) a violation of the foregoing prohibitions or (ii) the presence or release of any Hazardous Materials on, from, under or about the Premises, the Project or other properties as the result of Tenant's occupancy of the Premises. Neither the written consent of Landlord to the presence of the Hazardous Materials, nor Tenant's compliance with all laws applicable to such

Hazardous Materials, shall relieve Tenant of its indemnification obligation under this Lease. Tenant shall immediately give Landlord written notice (a) of any suspected breach of this **Section 9.2**, (b) upon learning of the presence or any release of any Hazardous Materials, or (c) upon receiving any notices from governmental agencies or other parties pertaining to Hazardous Materials which may affect the Premises. Landlord shall have the right from time to time, but not the obligation, to enter upon the Premises in accordance with **Article XIV** to conduct such inspections and undertake such sampling and testing activities as Landlord deems necessary or desirable to determine whether Tenant is in compliance with this provision. Landlord shall indemnify, defend and hold harmless Tenant and its Agents and each of their respective successors and assigns from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities, losses and reasonable attorneys fees and court costs to the sole extent arising out of or in connection with the existence or release of Hazardous Materials brought on the Premises, Building or Project by Landlord. The obligations of Landlord and Tenant hereunder shall survive the expiration or earlier termination, for any reason, of this Lease.

9.3 **ADA Compliance.** Notwithstanding any other statement in this Lease, the following provisions shall govern the parties' compliance with the Americans With Disabilities Act of 1990, as amended from time to time, Public Law 101-336; 42 U.S.C. §§12101, et seq. (the foregoing, together with any similar state statute governing access for the disabled or handicapped collectively referred to as the "**ADA**"):

(a) To Landlord's actual knowledge, the Premises are in compliance with the requirements of the ADA.

(b) To the extent governmentally required as of or subsequent to the Commencement Date of this Lease as a result of an amendment to Title III of the ADA or any regulation thereunder enacted subsequent to the Commencement Date of this Lease, Landlord shall be responsible for compliance with Title III of the ADA with respect to any repairs, replacements or alterations to the Common Area of the Project, and such expense shall be included as an Operating Cost of the Project.

(c) Prior to the Commencement Date, Landlord shall be responsible for constructing a new ADA-compliant restroom on the 7<sup>th</sup> floor of the Building adjacent to the Premises.

(d) To the extent governmentally required, Tenant shall be responsible for compliance, at its expense, with Titles I and III of the ADA with respect to the Premises.

## **X. ASSIGNMENT AND SUBLETTING**

### 10.1 **Landlord's Consent.**

(a) Tenant shall not assign, transfer, mortgage or otherwise encumber this Lease or sublet or rent (or permit a third party to occupy or use) the Premises, or any part thereof, nor shall any assignment or transfer of this Lease or the right of occupancy hereunder be effected by operation of law or otherwise, without the prior written consent of Landlord, such consent not to be unreasonably withheld. Within 30 days following Landlord's receipt of Tenant's request for Landlord's consent to a proposed assignment, sublease, or other encumbrance, together with all information required to be delivered by Tenant pursuant to the provisions of this **Section 10.1**, Landlord shall: (i) consent to such proposed transaction; (ii) refuse such consent; or (iii) elect to terminate this Lease in the event of an assignment, or in the case of a sublease, terminate this Lease as to the portion of the Premises proposed to be sublet in accordance with the provisions of **Section 10.2**. Any assignment, sublease or other encumbrance without Landlord's written consent shall be voidable by Landlord and, at Landlord's election, constitute an Event of Default hereunder. Without limiting other instances in which Landlord may reasonably withhold consent

to an assignment or sublease, Landlord and Tenant acknowledge that Landlord may withhold consent (a) if an Event of Default exists under this Lease or if an Event of Default would exist but for the pendency of any cure periods provided under **Section 20.1**; or (b) if the proposed assignee or sublessee is: a governmental entity; a person or entity with whom Landlord has negotiated for space in the Project during the prior six months; a present tenant in the Project; a person or entity whose tenancy in the Project would not be a Permitted Use or would violate any exclusivity arrangement which Landlord has with any other tenant; a person or entity of a character or reputation or engaged in a business which is not consistent with the quality of the Project; or not a party of reasonable financial worth and/or financial stability in light of the responsibilities involved under this Lease on the date consent is requested. If Tenant requests Landlord's consent to a specific assignment or subletting, Tenant will submit in writing to Landlord: (1) the name and address of the proposed assignee or subtenant; (2) a counterpart of the proposed agreement of assignment or sublease; (3) reasonably satisfactory information as to the nature and character of the business of the proposed assignee or subtenant, and as to the nature of its proposed use of the space; (4) banking, financial or other credit information reasonably sufficient to enable Landlord to determine the financial responsibility and character of the proposed assignee or subtenant; (5) executed estoppel certificates from Tenant containing such information as provided in **Section 24.4**; and (6) any other information reasonably requested by Landlord.

(b) Notwithstanding that the prior express written permission of Landlord to any of the aforesaid transactions may have been obtained, the following shall apply:

(i) In the event of an assignment, contemporaneously with the granting of Landlord's aforesaid consent, Tenant shall cause the assignee to expressly assume in writing and agree to perform all of the covenants, duties, and obligations of Tenant hereunder and such assignee shall be jointly and severally liable therefor along with Tenant.

(ii) All terms and provisions of this Lease shall continue to apply after any such transaction.

(iii) In any case where Landlord consents to an assignment, transfer, encumbrance or subletting, the undersigned Tenant and any Guarantor shall nevertheless remain directly and primarily liable for the performance of all of the covenants, duties, and obligations of Tenant hereunder (including, without limitation, the obligation to pay all Rent and other sums herein provided to be paid), and Landlord shall be permitted to enforce the provisions of this instrument against the undersigned Tenant, any Guarantor and/or any assignee without demand upon or proceeding in any way against any other person. Neither the consent by Landlord to any assignment, transfer, encumbrance or subletting nor the collection or acceptance by Landlord of rent from any assignee, subtenant or occupant shall be construed as a waiver or release of the initial Tenant or any Guarantor from the terms and conditions of this Lease or relieve Tenant or any subtenant, assignee or other party from obtaining the consent in writing of Landlord to any further assignment, transfer, encumbrance or subletting.

(iv) Tenant hereby assigns to Landlord the rent and other sums due from any subtenant, assignee or other occupant of the Premises and hereby authorizes and directs each such subtenant, assignee or other occupant to pay such rent or other sums directly to Landlord; provided however, that until the occurrence of an Event of Default, Tenant shall have the license to continue collecting such rent and other sums. Notwithstanding the foregoing, in the event that the rent due and payable by a sublessee under any such permitted sublease (or a combination of the rent payable under such sublease plus any bonus or other consideration therefor or incident thereto) exceeds the hereinabove provided Rent payable under this Lease, or if with respect to a permitted assignment, permitted license, or other transfer by Tenant permitted by Landlord, the consideration payable to Tenant by the assignee, licensee, or other transferee exceeds the Rent payable under this Lease, then Tenant shall be bound and obligated to pay

Landlord, in accordance with **Section 10.3**, the Net Profits (as defined in **Section 10.3**) and any other excess consideration within 10 days following receipt thereof by Tenant from such sublessee, assignee, licensee, or other transferee, as the case may be.

(v) Tenant shall pay Landlord a fee in the amount of \$1,000.00 to reimburse Landlord for all its expenses under this **Article X**, including, without limitation, reasonable attorneys' fees, in connection with any request for Landlord's consent to a sublease, assignment or deemed assignment, whether or not Landlord consents to such request.

10.2 **Landlord's Option to Recapture Premises.** If Tenant proposes to assign this Lease, Landlord may, at its option, upon written notice to Tenant given within 30 days after its receipt of Tenant's notice of proposed assignment, together with all other necessary information, elect to recapture the Premises and terminate this Lease. If Tenant proposes to sublease all or part of the Premises, Landlord may, at its option upon written notice to Tenant given within 30 days after its receipt of Tenant's notice of proposed subletting, together with all other necessary information, elect to recapture such portion of the Premises as Tenant proposes to sublease and upon such election by Landlord, this Lease shall terminate as to the portion of the Premises recaptured. If a portion of the Premises is recaptured, the Rent payable under this Lease shall be proportionately reduced based on the square footage of the Rentable Square Feet retained by Tenant and the square footage of the Rentable Square Feet leased by Tenant immediately prior to such recapture and termination, and Landlord and Tenant shall thereupon execute an amendment to this Lease in accordance therewith. Landlord may thereafter, without limitation, lease the recaptured portion of the Premises to the proposed assignee or subtenant without liability to Tenant. Upon any such termination, Landlord and Tenant shall have no further obligations or liabilities to each other under this Lease with respect to the recaptured portion of the Premises, except with respect to obligations or liabilities which accrue or have accrued hereunder as of the date of such termination (in the same manner as if the date of such termination were the date originally fixed for the expiration of the Term).

10.3 **Distribution of Net Profits.** In the event that Tenant assigns this Lease or sublets all or any portion of the Premises during the Term, Landlord shall receive 50% of any "Net Profits" (as hereinafter defined) and Tenant shall receive 50% of any Net Profits received by Tenant from any such assignment or subletting. The term "Net Profits" as used herein shall mean such portion of the Rent payable by such assignee or subtenant in excess of the Rent payable by Tenant under this Lease (or pro rata portion thereof in the event of a subletting) for the corresponding period, after deducting from such excess Rent all of Tenant's documented reasonable third party costs associated with such assignment or subletting, including, without limitation, broker commissions, attorney fees and any costs incurred by Tenant to prepare or alter the Premises, or portion thereof, for the assignee or sublessee.

10.4 **Transfers to Related Entities.** Notwithstanding anything in this **Article X** to the contrary, provided no Event of Default exists under this Lease or would exist but for the pendency of any cure periods provided for under **Section 20.1**, Tenant may, without Landlord's consent, but after providing written notice to Landlord and subject to the provisions of **Section 10.1(b)(i-v)**, assign this Lease or sublet all or any portion of the Premises to any Related Entity (as hereinafter defined) provided that (i) such Related Entity is not a governmental entity or agency; (ii) such Related Entity's use of the Premises would not cause Landlord to be in violation of any exclusivity agreement within the Project; and (iii) the tangible net worth (computed in accordance with generally accepted accounting principles exclusive of goodwill) of any assignee after such transfer is greater than or equal to the greater of (a) the tangible net worth of Tenant as of the Date of Lease; or (b) the tangible net worth of Tenant immediately prior to such transfer, and proof satisfactory to Landlord that such tangible net worth standards have been met shall have been delivered to Landlord at least 10 days prior to the effective date of any such transaction. "Related Entity" shall be defined as any parent company, subsidiary, affiliate or related corporate entity of Tenant that controls, is controlled by, or is under common control with Tenant.



## **XI. MAINTENANCE AND REPAIR**

11.1 **Landlord's Obligation.** Landlord will maintain, repair and restore in reasonably good order and condition (i) the Common Area; (ii) the mechanical, plumbing, electrical and HVAC equipment serving the Building; (iii) the structure of the Building (including roof, exterior walls and foundation); (iv) exterior windows of the Building; and (v) Building standard lighting, including lighting within the Premises (e.g., Landlord to promptly replace nonfunctioning lightbulbs in the Premises). The cost of such maintenance and repairs to the Building shall be included in the Operating Costs and paid by Tenant as provided in **Article IV**; provided, however, Tenant shall bear the full cost, plus 5% of such cost for Landlord's overhead, of any maintenance, repair or restoration necessitated by the negligence or willful misconduct of Tenant or its Agents. Tenant waives all rights to make repairs at the expense of Landlord, to deduct the cost of such repairs from any payment owed to Landlord under this Lease, to claim a lien against the Rent, the Project or Landlord's property, or to vacate the Premises.

11.2 **Tenant's Obligation.** Subject to Landlord's express obligations set forth in **Section 11.1**, Tenant, at its expense, shall maintain the Premises in good condition and repair, reasonable wear and tear and casualty governed by the provisions of **Article XIX** excepted. Tenant's obligation shall include without limitation the obligation to maintain and repair all (i) interior walls; (ii) floor coverings; (iii) ceilings; (iv) doors; (v) entrances to the Premises; (vi) supplemental HVAC systems within the Premises; and (vii) private restrooms and kitchens, including hot water heaters, plumbing and similar facilities serving Tenant exclusively. Tenant will promptly advise Landlord of any damage to the Premises or the Project. All damage or injury to the Premises (excluding Tenant's equipment, personal property and trade fixtures) may be repaired, restored or replaced by Landlord, at the expense of Tenant, and such expense (plus 5% of such expense for Landlord's overhead) will be collectible as Additional Rent and will be paid by Tenant upon demand. If Tenant fails to make any repairs to the Premises for more than 30 days after notice from Landlord (although notice shall not be required in the event of an emergency as defined in **Article XIV**), Landlord may, at its option, cause all required maintenance or repairs, restorations or replacements to be made and Tenant shall pay Landlord pursuant to this **Section 11.2**.

## **XII. TENANT IMPROVEMENTS; ALTERATIONS**

12.1 **Tenant Improvements.** The parties shall comply with the terms and conditions and deadlines set forth in the Work Agreement attached hereto as **Exhibit B** and in the construction manual for the Building, which is incorporated herein by this reference (the "**Construction Manual**") with respect to design and construction of Tenant Improvements in the Premises. As used in this Lease, "**Tenant Improvements**" shall mean all improvements in the Premises in addition to the Base Building (as defined in **Exhibit B**), including Building Standard Improvements (as defined in **Exhibit B**) and Above Standard Improvements (as defined in **Exhibit B**), and specifically including the following: the construction of a training room and the installation of interior doors including three HIPAA-compliant security doors in the Premises. Except for construction of the (i) Tenant Improvements, and (ii) improvements included as Landlord Work as defined in Section 2.1 of Exhibit B to this Lease, both as depicted in the preliminary Space Plan attached as Exhibit A-1, Landlord shall have no obligations whatsoever to construct any improvements to the Premises and Tenant accepts the Premises "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS", and Landlord neither makes nor has made any representations or warranties, express or implied, with respect to the quality, suitability or fitness thereof of the Premises, or the condition or repair thereof. Tenant taking possession of the Premises shall be conclusive evidence for all purposes of Tenant's acceptance of the Premises in good order and satisfactory condition, and in a state and condition satisfactory, acceptable and suitable for Tenant's use pursuant to this Lease, unless Tenant provides notice to Landlord to the contrary. Notwithstanding the foregoing or any other provisions of this Lease to the contrary, if Tenant discovers any defects in the Premises (collectively, "latent defects") during the first 90

days following the Delivery Date, Tenant shall have the right, by written notice to Landlord, to require Landlord to correct such latent defects as are set forth in particularity in the Tenant's notice and which have not been exacerbated by the acts or omissions of Tenant, its agents, contractors or employees. Landlord shall promptly repair any such latent defects of which the Tenant has timely notified the Landlord in accordance with this **Section 12.1**. Landlord shall be solely responsible for the design, permitting and construction of all Tenant Improvements in accordance with the Work Agreement, which total cost (including the Construction Management Fee and any other fees, costs, or expenses incurred by Landlord in connection with the Tenant Improvements) shall not exceed the maximum amount set forth in **Section 1.13** (the "**TI Allowance**"). The TI Allowance may not be used to pay for any furniture, fixtures or equipment (including the purchase or installation of removable workstations and office equipment), wiring, or telecommunications equipment or cabling except as allowed under **Exhibit B**. All additions to or improvements of the Premises, whether of Building Standard Improvements or Above Standard Improvements, shall be and become the property of Landlord upon installation and shall be surrendered to Landlord upon termination of this Lease by lapse of time or otherwise, except as otherwise stated herein. Although Tenant Improvements become the property of Landlord upon installation, they are intended to be for the convenience of Tenant and are not intended to be a substitute for Rent or any part thereof.

12.2 **Installing and Operating Tenant's Equipment.** Without first obtaining the written consent of Landlord, Tenant shall not install or operate in the Premises (i) any electrically operated equipment or other machinery, other than standard office equipment that does not require wiring, cooling or other service in excess of Building standards; (ii) any equipment of any kind or nature whatsoever which will require any changes, replacements or additions to, or changes in the use of, any water, heating, plumbing, air conditioning or electrical system of the Premises or the Project; or (iii) any equipment which exceeds the electrical or floor load capacity per square foot for the Building. Landlord's consent to such installation or operation may be conditioned upon the payment by Tenant of additional compensation for any excess consumption of utilities and any additional power, wiring, cooling or other service that may result from such equipment. Machines and equipment which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein so as to be objectionable to Landlord or any other Project tenant shall be installed and maintained by Tenant, at its expense, on vibration eliminators or other devices sufficient to eliminate such noise and vibration. Tenant and Tenant's telecommunications companies, including but not limited to, local exchange telecommunications companies and alternative access vendor services companies, shall have no right of access to the Land, Building or the Project for the installation and operation of telecommunications systems, including but not limited to, voice, video, data, and any other telecommunications services provided over wire, fiber optic, microwave, wireless, and any other transmission systems, for part or all of Tenant's telecommunications within the Building without Landlord's prior written consent, such consent not to be unreasonably withheld.

12.3 **Alterations.** Tenant shall not make or permit any structural alterations, additions or improvements of any kind or nature to the Premises or the Project, whether interior, exterior or otherwise ("**Alterations**") without the prior written consent of Landlord, said consent not to be unreasonably withheld, conditioned, or delayed. Tenant shall be permitted to make decorations and nonstructural alterations or improvements to the Premises (e.g., installing a partition) that do not impact or damage the Building or Premises upon prior written notice to Landlord, provided that the cost of designing, constructing and installing such decorations and nonstructural alterations do not exceed Fifteen Thousand and No/100 Dollars (\$15,000.00). Landlord may impose any reasonable conditions to its consent, including, without limitation: (i) prior approval of the plans and specifications and contractor(s) with respect to the Alterations (provided that Landlord may designate specific contractors with respect to Building systems); (ii) supervision by Landlord's representative, at Tenant's expense, of the Alterations; (iii) proof of worker's compensation insurance and commercial general liability insurance in such amounts and meeting such requirements as reasonably requested by Landlord; (iv) delivery to Landlord of written and unconditional waivers of mechanic's and materialmen's liens as to the Project for all work, labor and services to be

performed and materials to be furnished, signed by all contractors, subcontractors, materialmen and laborers participating in the Alterations; (v) delivery of permits, certificates of occupancy, "as-built" plans, and equipment manuals; and (vi) any security for performance or payment that is reasonably required by Landlord. The Alterations shall conform to the requirements of federal, state and local governments having jurisdiction over the Premises, including, without limitation, the ADA, the OSHA General Industry Standard (29 C.F.R. Section 1910.1001, et seq.), and the OSHA Construction Standard (29 C.F.R. Section 1926.1001, et seq.) and shall be performed in accordance with the terms and provisions of this Lease and in a good and workmanlike manner using material of a quality that is at least equal to the quality designated by Landlord as the minimum standard for the Building. All computer, telecommunications or other cabling, wiring and associated appurtenances (collectively, "Cabling") installed by Tenant inside any of the interior walls of the Premises, above the ceiling of the Premises, in any portion of the ceiling plenum above or below the Premises, or in any portion of the Common Areas of the Building, including but not limited to any of the shafts or utility rooms of the Building, shall be clearly labeled or otherwise identified as having been installed by Tenant. All Cabling installed by Tenant shall comply with the requirements of the National Electric Code and any other applicable fire and safety codes. Landlord may designate reasonable rules, regulations and procedures for the performance of work in the Building and, to the extent reasonably necessary to avoid disruption to the occupants of the Building, shall have the right to designate the time when Alterations may be performed. If the Alterations are not performed as herein required, Landlord shall have the right, at Landlord's option, to halt any further Alterations, or to require Tenant to perform the Alterations as herein required or to require Tenant to return the Premises to its condition before such Alterations. All or any part of the Alterations, whether made with or without the consent of Landlord, shall, at the election of Landlord, either be removed by Tenant at its expense before the expiration of the Term or shall remain upon the Premises and be surrendered therewith at the Expiration Date or earlier termination of this Lease as the property of Landlord without disturbance, molestation or injury; provided, Tenant shall remove all Cabling installed by Tenant anywhere in the Premises or the Building to the point of the origin of such Cabling. If required by Tenant, Landlord's election shall be made at the time Landlord approves installation of such Alterations. If Landlord requires the removal of all or part of the Alterations, Tenant, at its expense, shall repair any damage to the Premises or the Project caused by such removal and restore the Premises and the Project to its condition prior to the construction of such Alterations, reasonable wear and tear excepted. If Tenant fails to remove the Alterations upon Landlord's request and repair and restore the Premises and Project, then Landlord may (but shall not be obligated to) remove, repair and restore the same and the cost of such removal, repair and restoration together with any and all damages which Landlord may suffer and sustain by reason of the failure of Tenant to remove, repair and restore the same, shall be charged to Tenant and paid upon demand. Notwithstanding the foregoing, Tenant may remove any trade fixtures, business equipment, personal property and furniture provided that no Event of Default exists under this Lease and Tenant repairs any damage to the Premises resulting from the removal of such items and restores the Premises to its condition prior to the installation of such items, reasonable wear and tear excepted.

12.4 Mechanics' Liens. Tenant will pay or cause to be paid all costs and charges for: (i) work done by Tenant or caused to be done by Tenant, in or to the Premises; and (ii) materials furnished for or in connection with such work. Tenant will indemnify Landlord against and hold Landlord, the Premises, and the Project free, clear and harmless of and from all mechanics' liens and claims of liens, and all other liabilities, liens, claims, and demands on account of such work by or on behalf of Tenant. If any such lien, at any time, is filed against the Premises, or any part of the Project, Tenant will cause such lien to be discharged of record within 10 days after the filing of such lien, except that if Tenant desires to contest such lien, it will furnish Landlord, within such 10-day period, a bond or other security reasonably satisfactory to Landlord of at least 150% of the amount of the claim. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant will immediately pay and satisfy the same. If Tenant fails to pay any charge for which a mechanic's lien has been filed, and has not given Landlord a bond or other security as described above, Landlord may, at its option, pay such charge and related costs and

interest, and the amount so paid, together with attorneys' fees incurred in connection with such lien, will be immediately due from Tenant to Landlord as Additional Rent. Nothing contained in this Lease will be deemed the consent or agreement of Landlord to subject Landlord's interest in all or any portion of the Project to liability under any mechanics' lien or to any other lien law. If Tenant receives notice that a lien has been or is about to be filed against the Premises or any part of the Project or any action affecting title to the Project has been commenced on account of work done by or for or materials furnished to or for Tenant, it will immediately give Landlord written notice of such notice. At least 15 days prior to the commencement of any work (including, but not limited to, any maintenance, repairs or Alteration) in or to the Premises, by or for Tenant, Tenant will give Landlord written notice of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work. Landlord will have the right to post notices of non-responsibility or similar notices, if applicable, on the Premises or in the public records in order to protect the Premises and Project against such liens.

### **XIII. SIGNS**

Except as expressly provided for in this **Article XIII**, no sign, advertisement or notice shall be inscribed, painted, affixed, placed or otherwise displayed by Tenant on any part of the Project or the outside or the inside (to the extent visible from the exterior of the Premises or Building) of the Building or the Premises. Landlord shall provide, at Tenant's expense, a listing on the directory in the lobby of the Building listing all Building tenants. Landlord also shall, at Tenant's expense, place the suite number and/or Tenant name on or in the immediate vicinity of the entry door to the Premises using Building standard sign material and lettering. If any prohibited sign, advertisement or notice is nevertheless exhibited by Tenant, Landlord shall have the right to remove the same, and Tenant shall pay upon demand any and all expenses incurred by Landlord in such removal, together with interest thereon at the Interest Rate from the demand date.

### **XIV. RIGHT OF ENTRY**

Tenant shall permit Landlord or its Agents to enter the Premises in compliance with all applicable law without charge therefor to Landlord and without diminution of Rent or claim of constructive eviction: (i) to clean, inspect and protect the Premises and the Project; (ii) to make such alterations and repairs to the Premises or any portion of the Building, including other tenants' premises, which Landlord determines to be reasonably necessary; (iii) to exhibit the same to prospective purchaser(s) of the Building or the Project or to present or future Mortgagees; or (iv) to exhibit the same to prospective tenants during the last 9 months of the Term. Landlord will endeavor to minimize, as reasonably practicable, any interference with Tenant's business and shall provide Tenant with reasonable prior notice of entry into the Premises (which may be given verbally), except with respect to the provision of janitorial services after Normal Business Hours or in the event of an apparent emergency condition arising within or affecting the Premises that endangers or threatens to endanger property or the safety of individuals.

### **XV. INSURANCE**

15.1 **Certain Insurance Risks.** Tenant will not do or permit to be done any act or thing upon the Premises or the Project that would: (i) jeopardize or be in conflict with commercial property insurance covering the Project, and fixtures and property in the Project; or (ii) increase the rates for the commercial property insurance applicable to the Project to an amount higher than it otherwise would be for general office use of the Project; or (iii) subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being conducted upon the Premises.

15.2 **Landlord's Insurance.** At all times during the Term, Landlord will carry and maintain:

- (a) Commercial property insurance covering the Building, its equipment and common area furnishings, and leasehold improvements in the Premises to the extent of any initial build out of the Premises by Landlord;
- (b) Commercial general liability insurance; and
- (c) Such other insurance as Landlord reasonably determines from time to time.

The insurance coverages and amounts in this **Section 15.2** will be determined by Landlord in an exercise of its reasonable discretion.

15.3 **Tenant's Insurance.** On or before the earlier to occur of (i) the Commencement Date; or (ii) the date Tenant commences any work of any type in the Premises pursuant to this Lease (which may be prior to the Commencement Date) and continuing throughout the Term, Tenant will carry and maintain, at Tenant's expense, the following insurance, in the minimum amounts specified below or such other amounts as Landlord may from time to time reasonably request, with insurance companies currently rated A VIII or higher and licensed or authorized to write insurance in the state of Washington, and issued on forms reasonably satisfactory to Landlord as follows:

(a) Commercial general liability insurance written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate per location. All such insurance will include coverage for bodily injury, property damage, personal injury, advertising injury, products and completed operations liability, tenant's legal liability, pollution exclusion modified to include coverage for pollution claims related to a hostile fire and contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in this Lease. Coverage shall be written as primary, not contributing with and not supplemental to the coverage that Landlord may carry. Commercial general liability insurance required to be maintained by Tenant by this **Article XV** will not be subject to a deductible or any self-insured retention;

(b) Commercial property insurance written on a cause of loss special-perils form, covering 100% of Tenant's furniture and fixtures, machinery, equipment, stock and any other personal property owned and used in Tenant's business and found in, on or about the Project, and any leasehold improvements to the Premises in excess of any initial buildout of the Premises by Landlord, in an amount not less than the full replacement cost, agreed amount. Coverage to include business interruption covering loss of income, extra expense and contingent business interruption in an amount not less than annual base rent, with an extended period of indemnity not less than 12 months; as well as equipment breakdown with limits sufficient to cover the sudden and accidental breakdown of Tenant's equipment and machinery, Tenant's commercial property policy to be primary with regard to any insurance Landlord carries;

(c) Workers' compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the state of Washington, including employers' liability with limits not less than \$1,000,000;

(d) If Tenant operates owned, hired, or nonowned vehicles on the Project, commercial automobile liability with limits not less than \$1,000,000 combined single limit per accident for bodily injury and property damage;

(e) Umbrella or excess liability insurance in excess of Tenant's commercial general liability, employers' liability and commercial automobile liability coverage listed in **paragraphs (a), (c) and (d)** above, with limits not less than \$4,000,000 per occurrence and \$4,000,000 aggregate; and

(g) All insurance required under this **Section 15.3** shall be issued by such good and reputable insurance companies qualified to do business in the state of Washington and having a policyholder rating of not less than “A” and a financial rating of “VIII” in the most current copy of Best's Insurance Report.

15.4 Forms of the Policies. Landlord and its affiliates, Landlord's management company, Landlord's Mortgagee (as defined in **Article XXI**), and such other parties as Landlord shall designate to Tenant who have an insurable interest in the Premises or Project shall be: (i) named as additional insureds (other than for Worker's Compensation) and have waiver of subrogation rights with respect to the coverages provided for under **Section 15.3 (a), (c), (d) and (e)**, and (ii) as loss payees as their interest may appear with respect to the coverage provided under **Section 15.3 (b)**.

15.5 Waiver of Subrogation. Landlord and Tenant each waive and shall cause their respective insurance carriers to waive any and all rights to recover against the other or against the employees, Agents and/or mortgagees of such other party for any loss or damage to such waiving party (including deductible amounts) arising from any cause covered by any property insurance required to be carried by such party pursuant to this **Article XV** or any other property insurance actually carried by such party to the extent of the limits of such policy.

15.6 Adequacy of Coverage. Landlord makes no representation that the limits of liability specified to be carried by Tenant pursuant to this **Article XV** are adequate to protect Tenant and Tenant should obtain such additional insurance or increased liability limits as Tenant deems appropriate. Furthermore, in no way does the insurance required herein limit the liability of Tenant assumed elsewhere in this Lease.

15.7 Proof of Coverage. Tenant shall deposit the required policies (or original Acord certificates) with Landlord prior to the date of occupancy by Tenant. Such policies shall provide that the insurer agrees to notify Landlord in writing not less than 30 days in advance of the modification or cancellation thereof. Tenant shall provide updated certificates to Landlord of the foregoing insurance coverages annually not less than ten days in advance of each respective policy anniversary date. All such insurance policies or original certificates submitted by Tenant shall clearly indicate an obligation on the insurer's part to provide Landlord with at least 30 days prior written notice of intent to cancel or non-renew.

15.8 Self Insurance. Notwithstanding the foregoing provisions, Landlord acknowledges that Tenant administers a self-insurance program and that Tenant will use its self insurance to meet the requirements set forth in this **Article XV**. Tenant shall provide a copy of its self-insurance letter to Landlord upon request.

## **XVI. SERVICES AND UTILITIES**

16.1 Ordinary Services to the Premises. Landlord shall furnish to the Premises throughout the Term so long as the Premises are occupied: (i) heating, ventilation, and air conditioning (“HVAC”) appropriate for the Permitted Use during Normal Business Hours (as defined in the Rules and Regulations), except for legal holidays observed by the federal government; (ii) reasonable janitorial service for normal office use, including trash removal from the Premises; (iii) reasonable use of all existing basic intra-Building and/or Project telephone and network cabling; (iv) hot and cold water from points of supply; (v) restrooms; (vi) elevator service, provided that Landlord shall have the right to remove such elevators from service as may reasonably be required for moving freight or for servicing or maintaining the elevators or the Building; and (vii) proper facilities to furnish sufficient electrical power for Building standard lighting, facsimile machines, personal computers, printers, copiers and other customary business equipment, but not including electricity and air conditioning units required for equipment of Tenant that is in excess of Building

standard. The cost of all services provided by Landlord hereunder shall be included within Operating Costs, unless charged directly (and not as a part of Operating Costs) to Tenant or another tenant of the Project. Landlord may establish reasonable measures to conserve energy and water.

16.2 Additional Services. Should Tenant desire any additional services beyond those described in **Section 16.1**, or a rendition of any of such services outside the normal times for providing such service, Landlord may (at Landlord's option), upon reasonable advance notice from Tenant to Landlord, furnish such services, and Tenant agrees to pay Landlord upon demand Landlord's additional expenses resulting therefrom. Tenant shall be charged Thirty Five Dollars (\$35.00) per hour, subject to adjustment by Landlord, for additional or after hours HVAC service, subject to rate changes by Landlord. Landlord may, from time to time during the Term, set a charge for such additional services, or a per hour charge for additional or after hours service which shall include the utility, service, labor, and administrative costs and a cost for depreciation of the equipment used to provide such additional or after hours service.

16.3 Interruption of Utilities or Services. Landlord will not be liable to Tenant or any other person for direct or consequential damages (including, without limitation, damages to persons or property or for injury to, or interruption of, business), Tenant shall not be entitled to any abatement or reduction of rent except as expressly set forth in this **Section 16.3**, nor shall a constructive eviction exist or shall Tenant be released from any of Tenant's obligations under this Lease (a) for any failure to supply any heat, air conditioning, elevator, cleaning, lighting or security or for any surges or interruptions of electricity, telecommunications or other service Landlord has agreed to supply during any period when Landlord uses reasonable diligence to supply such services; (b) as a result of the admission to or exclusion from the Building or Project of any person; or (c) for any discontinuance permitted under this **Article XVI**. Landlord reserves the right temporarily to discontinue the services set forth in the foregoing sentence, or any of them, at such times as may be necessary by reason of accident, repairs, alterations or improvement, strikes, lockouts, riots, acts of God, governmental preemption in connection with a national or local emergency, any rule, order or regulation of any governmental agency, conditions of supply and demand which make any product unavailable, Landlord's compliance with any mandatory or voluntary governmental energy conservation or environmental protection program, or any other happening beyond the control of Landlord. In the event of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's reasonable opinion, Landlord will have the right to prevent access to the Building or Project during the continuance of the same by such means as Landlord, in its reasonable discretion may deem appropriate, including, without limitation, locking doors and closing Parking Facilities and the Common Areas. Notwithstanding the foregoing, in the event of any failure to furnish, or any stoppage of, the following specified services for a period in excess of five consecutive days, and if: (a) such interruption is restricted to the Building and is not a neighborhood blackout or caused by an Event of Force Majeure; (b) such failure to furnish or stoppage is caused by the negligence or willful misconduct of Landlord or by the failure of Landlord to commence and diligently pursue repairs for which Landlord is responsible under this Lease; (c) such interruption results in the Premises becoming untenable; and (d) Tenant actually ceases to occupy the Premises as a result thereof, Tenant shall be entitled to an abatement of Rent which shall commence on the sixth day (and shall not be retroactive) and shall continue for the remainder of the period of such failure to furnish or stoppage of such specified services. As used in this **Section 16.3**, the specified services are electricity, water, natural gas and sewer service.

16.4 Meters. In the event Tenant's electrical usage exceeds normal business office usage levels as reasonably determined by Landlord, Landlord reserves the right to separately meter or monitor the utility services provided to the Premises, at Tenant's expense, and bill the charges directly to Tenant, or to separately meter any other tenant and bill the charges directly to such tenant and to make appropriate adjustments to the Operating Costs based on the meter charges.

16.5 Utility Charges. All telephone and other utility service used by Tenant in the Premises shall be paid for directly by Tenant except to the extent the cost of same is included within Operating Costs.

## **XVII. LIABILITY OF THE PARTIES**

17.1 Indemnification by Tenant. Except to the extent caused by the negligence or willful misconduct of Landlord and subject to the waiver of subrogation set forth in Section 15.5, Tenant will neither hold nor attempt to hold Landlord, its Agents or Mortgagee liable for, and to the extent permitted by law, Tenant will indemnify, hold harmless and defend (with counsel reasonably acceptable to Landlord) Landlord, its Agents and Mortgagee, from and against, any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with or arising from (i) the use or occupancy or manner of use or occupancy of the Premises or the Common Areas by Tenant or its Agents; (ii) any activity, work or thing done, permitted or suffered by Tenant or its Agents in or about the Premises or the Project; (iii) any acts, omissions or negligence of Tenant or its Agents; (iv) any breach, violation or nonperformance by Tenant or its Agents of any term, covenant or provision of this Lease or any law, ordinance or governmental requirement of any kind; and (v) any injury or damage to the person, property or business of Tenant or its Agents, including, without limitation, to vehicles (or the contents thereof) of Tenant or Tenant's Agent's that are parked in the Parking Facilities, whether incurred in connection with the removal of any vehicles of Tenant or its Agents that are parked in violation of this Lease, the Rules and Regulations or otherwise.

17.2 Indemnification by Landlord. Except to the extent caused by the negligence or willful misconduct of Tenant and subject to the waiver of subrogation set forth in Section 15.5, Landlord will neither hold nor attempt to hold Tenant or its Agents liable for, and Landlord will indemnify, hold harmless and defend (with counsel reasonably acceptable to Tenant) Tenant, and its Agents, from and against, any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with or arising from (i) the use or occupancy or manner of use or occupancy of the Premises, Project, Building or the Common Areas by Landlord or its Agents; (ii) any activity, work or thing done, permitted or suffered by Landlord or its Agents in or about the Premises, Building, or the Project, including the Tenant Improvements; (iii) any acts, omissions or negligence of Landlord or its Agents; (iv) any breach, violation or nonperformance by Landlord or its Agents of any term, covenant or provision of this Lease or any law, ordinance or governmental requirement of any kind; and (v) any injury or damage to the person, property or business of Landlord or its Agents, including, without limitation, to vehicles (or the contents thereof) of Landlord or Landlord's Agent's that are parked in the Parking Facilities, whether incurred in connection with the removal of any vehicles of Landlord or its Agents that are parked in violation of this Lease, the Rules and Regulations or otherwise.

17.3 Industrial Insurance. Solely to the extent required to enforce the indemnification provisions of this section, each party voluntarily and knowingly waives its immunity under Title 51 RCW, Washington's Industrial Insurance Act; provided, however, the foregoing waiver shall not in any way preclude a party from raising such immunity as a defense against any claim brought by any of their respective employees. This waiver has been mutually negotiated by the Parties.

17.4 Survival. The covenants, agreements and indemnification obligations under this **Article XVII** will survive the expiration or earlier termination of this Lease. Tenant's covenants, agreements and indemnification obligations are not intended to and will not relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease.



## **XVIII. RULES AND REGULATIONS**

Tenant and its Agents shall at all times abide by and observe the Rules and Regulations set forth in **Exhibit C** and any amendments thereto that may reasonably be promulgated from time to time by Landlord for the operation and maintenance of the Project and the Rules and Regulations shall be deemed to be covenants of this Lease to be performed and/or observed by Tenant. Nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations, or the terms or provisions contained in any other lease, against any other tenant of the Project, provided that Landlord is not discriminatory in its enforcement of the Rules and Regulations with respect to Tenant in relation to other tenants of the Project. Landlord shall not be liable to Tenant for any violation by any party of the Rules and Regulations or the terms of any other Project lease. If there is any inconsistency between this Lease (other than **Exhibit C**) and the then current Rules and Regulations, this Lease shall govern.

## **XIX. DAMAGE; CONDEMNATION**

19.1 **Damage to the Premises.** If a fire or other casualty in the Premises or the Building occurs, Tenant shall immediately give notice thereof to Landlord. The following provisions shall apply to any fire or other casualty:

(a) If the damage is limited solely to the Premises and the Premises can, in the reasonable opinion of Landlord, be made tenantable with all damage repaired within six (6) months from the date of damage or destruction, then Landlord shall diligently rebuild the same; **provided, however,** that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered or recoverable as a result of such damage.

(b) If portions of the Building outside the boundaries of the Premises are damaged or destroyed (whether or not the Premises are also damaged or destroyed) and (i) the Premises and the Building can both, in the reasonable opinion of Landlord, be made tenantable with all damage repaired within six (6) months from the date of damage or destruction, and (ii) Landlord reasonably determines that such reconstruction is economically feasible, then Landlord shall diligently rebuild the same; **provided, however,** that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered or recoverable as a result of such damage and Landlord shall have no obligation to repair or restore Tenant's furniture, equipment, machinery, trade-fixtures, personal property, goods or supplies ("**Tenant's Personal Property**"), Above Standard Improvements or Alterations.

(c) If (i) the Premises should be damaged by any occurrence not covered by Landlord's insurance, or (ii) the Premises or the Building should be damaged to the extent that the damage cannot, in Landlord's reasonable opinion be restored within six (6) months from the date of damage, or (iii) the Building should be damaged to the extent of more than fifty percent (50%) of the cost of replacement thereof, notwithstanding that the Premises may be undamaged, or (iv) if the damage occurs during the last two (2) years of the Term, Landlord may elect either to repair or rebuild the Premises or the Building or to terminate this Lease upon giving notice in writing of such election to Tenant within sixty (60) days after the happening of the event causing the damage.

(d) During any period when the Premises are rendered untenable because of any casualty, Rent shall abate proportionately until such time as the Premises are made tenantable as reasonably determined by Landlord, and no portion of the Rent so abated shall be subject to subsequent recapture; **provided, however,** that there shall be no such abatement (i) except to the extent that the amount thereof is compensated for and recoverable from the proceeds of rental abatement or business interruption insurance maintained by Landlord with respect to this Lease, the Premises or the Building or (ii) if the damage is caused by Tenant or any Tenant party.

(e) The proceeds from any insurance paid by reason of damage to or destruction of the Building or any part thereof, the Building Standard Improvements or any other element, component or property insured by Landlord shall belong to and be paid to Landlord subject to the rights of any mortgagee of Landlord's interest in the Building or Land or the beneficiary of any deed of trust that constitutes an encumbrance thereon. If this Lease is terminated by either party as a consequence of a casualty in accordance with any of the provisions of this **Section 19.1**, all proceeds of insurance required to be maintained either by Landlord or Tenant shall be paid to Landlord subject to the rights of any mortgagee of Landlord's interest in the Building or Land or the beneficiary of any deed of trust that constitutes an encumbrance thereon; provided, however, that Tenant shall be paid all proceeds of insurance payable in connection with Tenant's Personal Property. If Tenant has failed to maintain any policy of insurance required under this Lease, then Tenant shall pay to Landlord on demand an amount equal to proceeds which Landlord reasonably concludes would have been available for the repair and reconstruction from such policies had Tenant maintained all of the required policies of insurance.

(f) If the Premises, or any part thereof, or any portion of the Building necessary for Tenant's use of the Premises, are damaged or destroyed during the last twelve (12) months of the Term, or any extension thereof, Landlord or Tenant may terminate this Lease by giving written notice thereof to the other party within thirty (30) days after the date of the casualty, in which case this Lease shall terminate as of the later of the date of the casualty or the date of Tenant's vacation of the Premises.

(g) Except to the extent expressly provided in this Lease, nothing contained in this Lease shall relieve Tenant of any liability to Landlord or to Landlord's insurance carriers that Tenant may have under law or under the provisions of this Lease in connection with any damage to the Premises or the Building by fire or other casualty.

(h) If Landlord rebuilds the Premises under any provision of this **Article XIX**, Tenant shall repair and restore Above Standard Improvements and any Alterations at Tenant's expense so as to restore the Premises to the condition existing prior to such damage or destruction, or, at Landlord's election, Landlord may repair and rebuild the Above Standard Improvements or Alterations, at Tenant's sole cost in accordance with **Section 12.3** of this Lease. Landlord shall have no duty to make any repairs if Tenant was not occupying the Premises at the time of the casualty.

## 19.2 Condemnation.

(a) If such portion of the Premises or any portion of the Building or Land shall be taken or condemned for any public purpose and the remainder of the Premises are rendered untenable, as reasonably determined by Landlord, this Lease shall, at the option of either party, terminate as of the date of such taking. If this Lease is not terminated in its entirety then it shall terminate only as to the portion of the Premises taken and Basic Rent and Tenant's Proportionate Share shall be adjusted to reflect the new Rentable Area of the Premises and/or the Building. If any portion of the Building or Land shall be taken or condemned for any public purpose to such an extent as to render the Building not economically viable in Landlord's discretion, then whether or not the Premises or any part thereof is taken or conveyed, Landlord may by notice in writing to Tenant terminate this Lease, and the Basic Rent and other charges shall be paid or refunded as of the date of termination.

(b) If during the Term of this Lease the entire Premises shall be taken by eminent domain or destroyed by the action of any public or quasi-public authority or in the event of conveyance in lieu thereof, this Lease shall terminate as of the day possession shall be taken by such authority, and Tenant shall pay Rent up to that date with an appropriate refund by Landlord of such rent as shall have been paid in advance for a period subsequent to the date of the taking of possession.

(c) If a temporary taking of all or a portion of the Premises occurs, there shall be no abatement of Rent and Tenant shall remain fully obligated for performance of all of the covenants and obligations on its part to be performed pursuant to the terms of this Lease. All proceeds awarded or paid with respect thereto shall belong to Tenant.

(d) Except as provided in **Section 19.2(c)** above, all compensation awarded for any such taking or conveyance whether for the whole or a part of the Premises shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or of the fee of or underlying leasehold interest in the Premises, and Tenant waives all claims against Landlord and the condemning authority for damages for termination of its leasehold interest or interference with its business and hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation; provided, however, that Tenant shall be entitled to claim, prove and receive in the condemnation proceedings such separate award as may under the laws of the State of Washington be expressly allocated to Tenant's personal property or relocation expenses, provided that such award shall be made by the court in addition to and shall not result in a reduction of the award made to Landlord.

## **XX. DEFAULT OF TENANT**

20.1 **Events of Default.** Each of the following shall constitute an Event of Default: (i) Tenant fails to pay Rent within three business days after notice from Landlord; provided that no such notice shall be required if at least two such notices shall have been given during the previous 12 months; (ii) Tenant fails to observe or perform any other term, condition or covenant herein binding upon or obligating Tenant within 30 days after notice from Landlord; provided, however, that if such failure cannot reasonably be cured within said 30-day period, Tenant shall have such longer period as shall be necessary to cure such failure so long as Tenant proceeds promptly to cure the same, prosecutes the cure to completion with due diligence and advises Landlord from time to time, upon Landlord's request, of the actions which Tenant is taking and the progress being made (notwithstanding the foregoing, if Landlord provides Tenant with notice of Tenant's failure to observe or perform any term, condition or covenant under this **Subsection (ii)** on two or more occasions during any 12 month period, then Tenant's subsequent violation shall, at Landlord's option, be deemed an Event of Default immediately upon the occurrence of such failure, regardless of whether Landlord provides Tenant notice, or Tenant has commenced the cure of the same); (iii) Tenant fails to execute and return a subordination agreement or estoppel within the time periods provided for in **Article XXI** or **Section 24.4**; (iv) Tenant or any Guarantor makes or consents to a general assignment for the benefit of creditors or a common law composition of creditors, or a receiver of the Premises for all or substantially all of Tenant's or Guarantor's assets is appointed; (v) Tenant or Guarantor hereafter files a voluntary petition in any bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against Tenant or Guarantor and is not discharged by Tenant or Guarantor within 60 days; or (vi) Tenant fails to immediately take steps to remedy or discontinue any hazardous conditions which Tenant has created or permitted in violation of law or of this Lease. Any notice periods provided for under this **Section 20.1** shall run concurrently with any statutory notice periods and any notice given hereunder may be given simultaneously with or incorporated into any such statutory notice.

20.2 **Landlord's Remedies.** Upon the occurrence of an Event of Default, Landlord, at its option, without further notice or demand to Tenant, may, in addition to all other rights and remedies provided in this Lease, at law or in equity, elect one or more of the following remedies:

(a) Terminate this Lease, and with or without reentering and repossessing the Premises. Upon any termination of this Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord. If Tenant fails to surrender possession and vacate the Premises, Landlord and its Agents shall have full and free license to lawfully enter into and upon the

Premises with or without process of law for the purpose of repossessing the Premises, removing Tenant and removing, storing or disposing of any and all Alterations, signs, personal property, equipment and other property therefrom. Landlord may take these actions without (i) being deemed guilty of trespass, eviction or forcible entry or detainer, (ii) incurring any liability for any damage resulting therefrom, for which Tenant hereby waives any right to claim, (iii) terminating this Lease (unless Landlord intends to do so), (iv) releasing Tenant or any Guarantor, in whole or in part, from any obligation under this Lease or any Guaranty thereof, including, without limitation, the obligation to pay Rent, Rental Deficiency (as defined herein) or Damages (as defined herein) or (v) relinquishing any other right given to Landlord hereunder or by operation of law;

(b) Recover one or more of the following: (i) unpaid Rent (whether accruing prior to, on or after the date of termination of this Lease or Tenant's right of possession and/or pursuant to the holdover provisions of **Section 22.2**, it being agreed that Landlord has the right to accelerate unpaid Rent following an uncured Tenant default), (ii) Rental Deficiency (as defined herein) or (iii) any Damages (as defined herein). As used in this **Section**, the terms used herein have the following definitions:

(i) "**Rental Deficiency**" means a contractual measure of damages for Tenant's non-payment of Rent measured by (A) for any period during which Landlord has relet the Premises, either the (i) "**Actual Rental Deficiency**", which means the difference (never less than zero) between (1) the Basic Rent due for, and other Rent allocable under this Lease to, each calendar month beginning with the first month with respect to which Landlord receives rent from reletting the Premises and (2) the proceeds, if any, that Landlord actually collects from any substitute tenant for any part of the Premises in each corresponding month in which the Term and the term of the substitute tenant's lease overlap; or (B) for any period during which Landlord has not relet the Premises, "**Market Rental Deficiency**", which is the present value (determined using a discount rate of 7% per annum) of the difference (never less than zero) between (1) the total Rent which would have accrued to Landlord under this Lease for the remainder of the Term of this Lease (or such portion of the Term in which Landlord elects to recover this damage measure), if the terms of this Lease had been fully complied with by Tenant, and (2) the total fair market rental value of the Premises for the remainder of the Term of this Lease (or such portion of the Term in which Landlord elects to recover this damage measure). In determining the Market Rental Deficiency, the total fair market rental value will be the prevailing market rate for full service basic rent for tenants of comparable quality for leases in buildings of comparable size, age, use location and quality in the marketplace in which the Project is located, taking into consideration the extent of the availability of space as large as the Premises in the marketplace.

(ii) "**Damages**" means all reasonable and documented actual damages, court costs, interest and attorneys' fees arising from Tenant's breach of this Lease, including, without limitation, (A) reletting costs, including, without limitation, the cost of restoring the Premises to the condition necessary to rent the Premises at the prevailing market rate, normal wear and tear excepted (including, without limitation, cleaning, decorating, repair and remodeling costs), brokerage fees, legal fees, advertising costs and the like); (B) Landlord's cost of recovering possession of the Premises; (C) the cost of removing, storing and disposing of any of Tenant's or other occupant's property left on the Premises after reentry; (D) any increase in insurance premiums caused by the vacancy of the Premises; (E) the amount of any unamortized improvements to the Premises in connection with this Lease paid for by Landlord as well as any portion of any Tenant work allowance which was not used to construct improvements to the Premises; (F) the amount of any unamortized brokerage commission paid by Landlord in connection with the leasing of the Premises to Tenant; (G) costs incurred in connection with collecting any money owed by Tenant or a substitute tenant; (H) any other sum of money or damages owed by Tenant to Landlord or incurred by Landlord as a result of or arising from, Tenant's breach of this Lease or Landlord's exercise of its rights and remedies for such breach; (I) any contractual or liquidated type or measures of damages specified in this Lease, if any; and (J) any other type of measure of damages recoverable for any particular

breach under applicable law, statute, ordinance or governmental rule or regulation. Landlord may file suit to recover any sums falling due under the terms of this **Section 20.2(b)** from time to time, and no delivery to or recovery by Landlord of any portion due Landlord hereunder shall be any defense in any action to recover any amount not theretofore reduced to judgment in favor of Landlord. Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

(c) Reserved.

(d) Take any lawful self-help or judicial action, including using a master or duplicate key or changing or picking the locks and security devices, without having any civil or criminal liability therefor to (i) reenter the Premises, repossess the Premises and exclude Tenant and other occupants from the Premises, and/or (ii) make such payment or do such act as Landlord determines is necessary (without obligation to do so) to cure the Event of Default or otherwise satisfy Tenant's obligations under the terms of this Lease. Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in connection with the foregoing actions, which expenses shall bear interest until paid at the Interest Rate, and that Landlord shall not be liable for any damages resulting to Tenant from such actions.

(e) Withhold or suspend payment or performance that this Lease would otherwise require Landlord to pay or perform.

(f) No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. In addition to other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity.

20.3 **Mitigation of Damages.** Notwithstanding the foregoing, to the extent (but no further) Landlord is required by applicable law to mitigate damages, or is required by law to use efforts to do so, and such requirement cannot be lawfully and effectively waived (it being the intention of Landlord and Tenant that Tenant waive and Tenant hereby waives such requirements to the maximum extent permitted by applicable law), Tenant agrees that if Landlord markets the Premises in a manner substantially similar to the manner in which Landlord markets other space in the Building, then Landlord shall be deemed to have used commercially reasonable efforts to mitigate damages. Tenant shall continue to be liable for all Rent (whether accruing prior to, on or after the date of termination of this Lease or Tenant's right of possession and/or pursuant to the holdover provisions of **Section 22.2** below) and Damages, except to the extent that Tenant receives any credit against unpaid Rent under **Section 20.2(b)** or pleads and proves by clear and convincing evidence that Landlord fails to exercise commercially reasonable efforts to mitigate damages to the extent required under this **Section 20.3** and that Landlord's failure caused an avoidable and quantifiable increase in Landlord's damages for unpaid Rent. Without limitation to the foregoing, Landlord shall not be deemed to have failed to mitigate damages, or to have failed to use efforts required by law to do so, because: (i) Landlord leases other space in the Building which is vacant prior to re-letting the Premises; (ii) Landlord refuses to relet the Premises to any Related Entity of Tenant, or any principal of Tenant, or any Related Entity of such principal; (iii) Landlord refuses to relet the Premises to any person or entity whose creditworthiness is not acceptable to Landlord in the exercise of its reasonable discretion; (iv)

Landlord refuses to relet the Premises to any person or entity because the use proposed to be made of the Premises by such prospective tenant is not general office use of a type and nature consistent with that of the other tenants in the portions of the Building leased or held for lease for general office purposes as of the date Tenant defaults under this Lease (by way of illustration, but not limitation, call center or other high-density use, government offices, consular offices, doctor's offices or medical or dental clinics or laboratories, or schools would not be uses consistent with that of other tenants in the Building), or such use would, in Landlord's reasonable judgment, impose unreasonable or excessive demands upon the Building systems, equipment or facilities; (v) Landlord refuses to relet the Premises to any person or entity, or any affiliate of such person or entity, who has been engaged in litigation with Landlord or any of its affiliates; (vi) Landlord refuses to relet the Premises because the tenant or the terms and provisions of the proposed lease are not approved by the holders of any liens or security interests in the Building, or would cause Landlord to be in default of, or to be unable to perform any of its covenants or obligations under, any agreements between Landlord and any third party; (vii) Landlord refuses to relet the Premises because the proposed tenant is unwilling to execute and deliver Landlord's standard lease form or such tenant requires improvements to the Premises to be paid at Landlord's cost and expense; (viii) Landlord refuses to relet the Premises to a person or entity whose character or reputation, or the nature of such prospective tenant's business, would not be acceptable to Landlord in its reasonable discretion; (ix) Landlord refuses to expend any material sums of money to market the Premises in excess of the sums Landlord typically expends in connection with the marketing of other space in the Building. As used in this **Section 20.3**, an "affiliate" means a person or entity that controls, is controlled by, or is under common control with another person or entity.

20.4 **No Waiver.** If Landlord shall institute proceedings against Tenant and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any other covenant, condition or agreement herein contained, nor of any of Landlord's rights hereunder. No waiver by Landlord of any breach shall operate as a waiver of such covenant, condition or agreement itself, or of any subsequent breach thereof. No payment of Rent by Tenant or acceptance of Rent by Landlord shall operate as a waiver of any breach or default by Tenant under this Lease. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Rent herein stipulated shall be deemed to be other than a payment on account of the earliest unpaid Rent, nor shall any endorsement or statement on any check or communication accompanying a check for the payment of Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy provided in this Lease. No act, omission, reletting or re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of this Lease, shall be construed as an actual or constructive eviction of Tenant, or an election on the part of Landlord to terminate this Lease unless a written notice of such intention is given to Tenant by Landlord.

20.5 **Late Payment.** If Tenant fails to pay any Rent within 10 days after such Rent becomes due and payable, Tenant shall pay to Landlord a late charge of 10% of the amount of such overdue Rent. Such late charge shall be deemed Rent and shall be due and payable within two days after written demand from Landlord.

20.6 **Waiver of Landlord's Lien.** Landlord hereby specifically disclaims, waives and disavows any statutory, contractual or common law lien of distraint, if any, attaching or relating to Tenant's personal property, including without limitation, all equipment, furniture, machinery, furnishings or trade fixtures.

## **XXI. MORTGAGES**

This Lease is subject and subordinate to all ground or underlying leases (each a "Ground Lease") and to any mortgage, deed of trust, security interest, or title retention interest now affecting the Land,

Building or Project (each a "Mortgage") and to all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, that Tenant's possession and enjoyment of this Lease, including any options to extend the Term and all other benefits to Tenant hereunder, shall not be disturbed so long as Tenant is not in breach of any provision of this Lease and Tenant attorns to the record owner of the Premises. Tenant shall, within 10 days of receipt thereof, execute any instrument that Landlord, any ground lessor under a Ground Lease ("Ground Lessor") or any holder of any note or obligation secured by a Mortgage (the "Mortgagee") may request confirming such subordination. Notwithstanding the foregoing, before any foreclosure sale under a Mortgage or termination of a Ground Lease, the Mortgagee or Ground Lessor, as applicable, shall have the right to subordinate the Mortgage or Ground Lease, as applicable, to this Lease, in which case, in the event of such foreclosure or termination, this Lease may continue in full force and effect and Tenant shall attorn to and recognize as its landlord, as applicable, the Ground Lessor or the purchaser at foreclosure of Landlord's interest under this Lease. Tenant shall, upon the request of a Mortgagee, Ground Lessor or purchaser at foreclosure, execute, acknowledge and deliver any instrument that has for its purpose and effect the subordination of any Ground Lease or the lien of any Mortgage to this Lease or Tenant's attornment to such Ground Lessor or purchaser of Landlord's interest under this Lease, as applicable.

## **XXII. SURRENDER; HOLDING OVER**

22.1 Surrender of the Premises. Tenant shall peaceably surrender the Premises to Landlord on the Expiration Date or earlier termination of this Lease, in broom-clean condition and in as good condition as when Tenant took possession, including, without limitation, the repair of any damage to the Premises caused by the removal of any of Tenant's personal property, Alterations, or trade fixtures from the Premises, except for reasonable wear and tear and loss by fire or other casualty (as provided for in **Article XIX**). All Alterations which Tenant is required to remove and all trade fixtures, equipment, furniture, inventory, effects left on or in the Premises or the Project after the Expiration Date or earlier termination of this Lease will be deemed conclusively to have been abandoned and may be appropriated, removed, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or any other person and without obligation to account for them; and Tenant will pay Landlord for all expenses incurred in connection with the same, including, but not limited to, the costs of repairing any damage to the Premises or the Project caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

22.2 Holding Over. In the event that Tenant shall not immediately surrender the Premises to Landlord on the Expiration Date or earlier termination of this Lease, including removing all trade fixtures, equipment, furniture, inventory, effects and Alterations from the Premises, Tenant shall be deemed to be a tenant-at-will pursuant to the terms and provisions of this Lease, except the daily Basic Rent shall be 150% of the daily Basic Rent in effect on the Expiration Date or earlier termination of this Lease (computed on the basis of a 30 day month). Notwithstanding the foregoing, if Tenant shall hold over after the Expiration Date or earlier termination of this Lease, and Landlord shall desire to regain possession of the Premises, then Landlord may forthwith re-enter and take possession of the Premises without process, or by any legal process provided under applicable state law. In addition to the payment of the amounts provided above, if Landlord gives Tenant written notice of any letters of intent or leases with respect to all or any portion of the Premises prior to Tenant's surrender thereof, then, if Landlord is unable to deliver possession of the Premises to such tenant, or to perform improvements for such tenant, as a result of Tenant's holdover, Tenant shall be liable to Landlord for any actual, consequential, incidental or special damages that Landlord suffers as a result of such holdover.

### **XXIII. QUIET ENJOYMENT**

Landlord covenants that if Tenant shall pay Rent and perform all of the terms and conditions of this Lease to be performed by Tenant, Tenant shall during the Term peaceably and quietly occupy and enjoy possession of the Premises without molestation or hindrance by Landlord or any party claiming through or under Landlord, subject to the provisions of this Lease, any restrictions and any Mortgage to which this Lease is subordinate. Subject to the provisions of this Lease, and circumstances outside the reasonable control of Landlord such as casualty and emergencies, Tenant shall have access to the Premises, seven (7) days per week, twenty-four (24) hours per day.

### **XXIV. MISCELLANEOUS**

24.1 No Representations by Landlord. Tenant acknowledges that neither Landlord nor its Agents nor any broker has made any representation or promise with respect to the Premises, the Project, the Land or the Common Area, except as herein expressly set forth, and no rights, privileges, easements or licenses are acquired by Tenant except as herein expressly set forth.

24.2 No Partnership. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between Landlord and Tenant other than that of landlord and tenant.

24.3 Brokers. Landlord recognizes Brokers as the sole brokers procuring this Lease and shall pay Brokers a commission therefor pursuant to a separate agreement between Brokers and Landlord, to be paid in two (2) payments, the first payment to be upon this Lease execution and the second upon Lease Commencement Date. Landlord and Tenant each represents and warrants to the other that it has dealt with no broker, agent, finder or other person other than Brokers relating to this Lease. Landlord shall indemnify and hold Tenant harmless, and to the extent permitted by law, Tenant shall indemnify and hold Landlord harmless, from and against any and all loss, costs, damages or expenses (including, without limitation, all attorneys fees and disbursements) by reason of any claim of liability to or from any broker or person arising from or out of any breach of the indemnitor's representation and warranty.

24.4 Estoppel Certificate. Tenant shall, without charge, at any time and from time to time, within 30 days after request therefor by Landlord, execute, acknowledge and deliver to Landlord a written estoppel certificate certifying, as of the date of such estoppel certificate, the following: (i) that this Lease is unmodified and in full force and effect (or if modified, that this Lease is in full force and effect as modified and setting forth such modifications); (ii) that the Term has commenced (and setting forth the Commencement Date and Expiration Date); (iii) that Tenant is presently occupying the Premises; (iv) the amounts of Basic Rent and Additional Rent currently due and payable by Tenant; (v) that any Landlord Work or Alterations required by this Lease to have been made by Landlord have been made to the satisfaction of Tenant; (vi) that there are no existing set-offs, charges, liens, claims or defenses against the enforcement of any right hereunder, including, without limitation, Basic Rent or Additional Rent (or, if alleged, specifying the same in detail); (vii) that no Basic Rent (except the first installment thereof) has been paid more than 30 days in advance of its due date; (viii) that Tenant has no knowledge of any then uncured default by Landlord of its obligations under this Lease (or, if Tenant has such knowledge, specifying the same in detail); (ix) that Tenant is not in default; (x) that the address to which notices to Tenant should be sent is as set forth in this Lease (or, if not, specifying the correct address); and (xi) any other certifications reasonably requested by Landlord. In the event Tenant fails to deliver to Landlord an estoppel certificate as required by this Section within the specified 30-day period, Tenant shall be conclusively presumed to have adopted and affirmed the contents of the form of estoppel certificate delivered to Tenant by Landlord, and any prospective mortgagee, purchaser, or other third-party may rely on the accuracy of such estoppel certificate as if executed and affirmed by Tenant.



24.5 Waiver of Jury Trial. Landlord and Tenant each waive trial by jury in connection with proceedings or counterclaims brought by either of the parties against the other with respect to any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Premises.

24.6 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other, shall be in writing and shall be deemed effective either: (i) on the date personally delivered to the address set forth in **Article I**, as evidenced by written receipt for the same, whether or not actually received by the person to whom addressed; (ii) on the third business day after being sent, by certified or registered mail, return receipt requested, postage prepaid, addressed to the intended recipient at the address specified **Article I**; and (iii) on the next succeeding business day after being deposited into the custody of a nationally recognized overnight delivery service such as Federal Express, addressed to such party at the address specified **Article I**.

24.7 Invalidity of Particular Provisions. If any provisions of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the full extent permitted by law.

24.8 Gender and Number. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number or gender as the context may require.

24.9 Benefit and Burden. Subject to the provisions of **Article X** and except as otherwise expressly provided, the provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective representatives, heirs, successors and assigns.

24.10 Entire Agreement. This Lease (which includes the Exhibits attached hereto) contains and embodies the entire agreement of the parties hereto, and no representations, inducements or agreements, oral or otherwise, between the parties not contained in this Lease shall be of any force or effect. This Lease (other than the Rules and Regulations, which may be changed from time to time as provided herein) may not be modified, changed or terminated in whole or in part in any manner other than by an agreement in writing duly signed by Landlord and Tenant.

24.11 Authority. Tenant hereby represents and warrants that Tenant is duly formed, validly existing, in good standing (with respect to a corporation or limited liability company), and qualified to do business in the state in which the Project is located, that Tenant has full power and authority to enter into this Lease and that the person signing on behalf of Tenant is authorized to execute this Lease on behalf of Tenant.

24.12 Attorneys' Fees. If either Landlord or Tenant commences, engages in, or threatens to commence or engage in any legal action or proceeding against the other party (including, without limitation, litigation or arbitration) arising out of or in connection with this Lease, the Premises, or the Project (including, without limitation (a) the enforcement or interpretation of either party's rights or obligations under this Lease (whether in contract, tort, or both) or (b) the declaration of any rights or obligations under this Lease), the substantially prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, together with any costs, and expenses incurred in any such action or proceeding, including any attorneys' fees, costs, and expenses incurred on collection and on appeal.

24.13 Interpretation. This Lease is governed by the laws of the state in which the Project is located. Furthermore, this Lease shall not be construed against either party more or less favorably by reason of authorship or origin of language.

24.14 Limitation of Liability. Neither Landlord nor its shareholders, partners, members, managers, directors, officers or employees, whether disclosed or undisclosed, shall have any personal liability under any provisions of this Lease. If Landlord defaults in the performance of any of its obligations hereunder or otherwise, Tenant shall look solely to Landlord's equity, interest and rights in the Building for satisfaction of Tenant's remedies on account thereof, including, subject to the rights of any Mortgagee, Landlord's interest in the rents of the Building and any insurance proceeds payable to Landlord. Before filing suit for an alleged default by Landlord, Tenant shall give Landlord and any Mortgagee(s) of whom Tenant has been notified, notice and a reasonable time to cure any alleged default. Landlord or any successor owner shall have the right to transfer and assign to a third party, in whole or part, all of its rights and obligations hereunder and in the Building and Land, and in such event, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease occurring thereafter, shall terminate as of the day of such sale, and thereupon all such liabilities and obligations shall be binding on the new owner.

24.15 Time of the Essence. Time is of the essence as to the parties' obligations contained in this Lease.

24.16 Force Majeure. Landlord and Tenant (except with respect to the payment of Rent) shall not be chargeable with, liable for, or responsible to the other for anything or in any amount for any failure to perform or delay caused by: fire; earthquake; explosion; flood; hurricane; the elements; acts of God or the public enemy; actions, restrictions, governmental authorities (permitting or inspection), governmental regulation of the sale of materials or supplies or the transportation thereof; war; invasion; insurrection; rebellion; riots; strikes or lockouts, inability to obtain necessary materials, goods, equipment, services, utilities or labor; or any other cause whether similar or dissimilar to the foregoing which is beyond the reasonable control of such party (collectively, "Events of Force Majeure"); and any such failure or delay due to said causes or any of them shall not be deemed to be a breach of or default in the performance of this Lease.

24.17 Headings. Captions and headings are for convenience of reference only.

24.18 Memorandum of Lease. Neither Landlord nor Tenant shall record this Lease or a memorandum thereof without the written consent of the other.

24.19 Intentionally Omitted.

24.20 Reserved.

24.21 Landlord's Fees. Whenever Tenant requests Landlord to take any action or give any consent required or permitted under this Lease, Tenant will reimburse Landlord for all of Landlord's reasonable and documented costs incurred in reviewing the proposed action or consent, including, without limitation, attorneys', engineers' or architects' fees, within 30 days after Landlord's delivery to Tenant of a reasonably detailed statement of such costs; provided, however, that Tenant's obligation to reimburse any such costs shall be limited to the maximum amount of \$3,000. Tenant will be obligated to make such reimbursement without regard to whether Landlord consents to any such proposed action.

24.22 Effectiveness. The furnishing of the form of this Lease shall not constitute an offer and this Lease shall become effective upon and only upon its execution by and delivery to each party hereto.

24.23 Light, Air or View Rights. Any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to or in the vicinity of the Building and Project shall not affect this Lease, abate any payment owed by Tenant hereunder or otherwise impose any liability on Landlord.

24.24 Special Damages. Except as set forth in Section 22.2, under no circumstances whatsoever shall either party ever be liable hereunder for special, consequential or punitive damages.

24.25 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Lease may be executed by a party's signature transmitted by facsimile or e-mail, and copies of this Lease executed and delivered by means of faxed or e-mailed signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon faxed or e-mailed signatures as if such signatures were originals. All parties hereto agree that a faxed or e-mailed signature page may be introduced into evidence in any proceeding arising out of or related to this Lease as if it were an original signature page.

24.26 Nondisclosure of Lease Terms. Tenant acknowledges and agrees that the terms of this Lease are confidential and constitute proprietary information of Landlord. Disclosure of the terms could adversely affect the ability of Landlord to negotiate other leases and impair Landlord's relationship with other tenants. Accordingly, Tenant agrees that it, and its Agents shall not intentionally or voluntarily disclose the terms and conditions of this Lease to any newspaper or other publication or any other tenant or apparent prospective tenant of the Building or the Project, without the prior written consent of Landlord, provided, however, that Tenant may disclose the terms to prospective subtenants or assignees under this Lease. Notwithstanding the foregoing, in the event that Tenant is required by applicable law (including, without limitation, any Washington laws governing disclosure of public records), rule (including any stock exchange rule), regulation or lawful order or ruling of any court, government agency or regulatory commission to disclose any confidential information, the Tenant agrees that it will provide the Landlord with prompt notice of such requirement to enable the Landlord to seek an appropriate protective order or to take steps to protect the confidentiality of such confidential information. In the event Landlord elects to seek a protective order or otherwise take steps to protect the confidentiality of its confidential information, Landlord shall promptly notify Tenant of such election and take any such action it deems appropriate within ten (10) business days. If such protection is not obtained or Landlord waives compliance with the provisions of this Agreement, Tenant agrees that it will disclose only that portion of the confidential information which it is legally required to disclose and no more. Tenant shall have no obligation to seek a protective order or, if applicable, assert an exemption to disclosure on Landlord's behalf.

24.27 Reserved.

24.28 Anti-Terrorism. Tenant represents and warrants to and covenants with Landlord that (i) neither Tenant nor any of its owners or affiliates currently are, or shall be at any time during the term hereof, in violation of any laws relating to terrorism or money laundering (collectively, the "Anti-Terrorism Laws"), including without limitation Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and regulations of the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) related to Specially Designated Nationals and Blocked Persons (SDN's OFAC Regulations), and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "USA Patriot Act"); (ii) neither Tenant nor any of its officers, directors, or employees is or shall be during the term hereof a "Prohibited Person" which is defined as follows: (1) a person or entity owned or controlled by, affiliated with, or acting for or on behalf

of, any person or entity that is identified as an SDN on the then-most current list published by OFAC at its official website, <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or at any replacement website or other replacement official publication of such list, and (2) a person or entity who is identified as or affiliated with a person or entity designated as a terrorist, or associated with terrorism or money laundering pursuant to regulations promulgated in connection with the USA Patriot Act; and (iii) Tenant has taken appropriate steps to understand its legal obligations under the Anti-Terrorism Laws and has implemented appropriate procedures to assure its continued compliance with such laws.

24.29 Green Initiatives. The parties agree it is in their mutual best interest that the Building and Premises be operated and maintained in a manner that is environmentally responsible, fiscally prudent, and provides a safe and productive work environment. Accordingly, Tenant shall endeavor to conduct its operations in the Building and within the Premises to: (1) minimize to the extent reasonably feasible: (i) direct and indirect energy consumption and greenhouse gas emissions; (ii) water consumption; (iii) the amount of material entering the waste stream; and (iv) negative impacts upon the indoor air quality of the Building; and (2) permit the Building to achieve and maintain its LEED rating and an Energy Star label, to the extent applicable. Landlord shall endeavor to operate and maintain the Common Area to minimize, to the extent reasonably feasible: (i) direct and indirect energy consumption and greenhouse gas emissions; (ii) water consumption; (iii) the amount of material entering the waste stream; and (iv) negative impacts upon the indoor air quality of the Building. In addition, if requested by Landlord or a governmental entity having jurisdiction over the Premises, Tenant shall report to Landlord and such requesting entity the Tenant's utility usage and such other related information as may be requested within the time required by the governmental entity or such other reasonable time frame as may be requested by Landlord or, at Landlord's option, provide any written authorization or other documentation required for Landlord to request information regarding Tenant's utility usage with respect to the Premises directly from the applicable utility company.

24.30 Amenities. Subject to force majeure, events of casualty and condemnation, and pursuant to periods of disruption for remodeling and repurposing, Tenant shall have access to and use of the Project's amenities which, as of the date hereof, consist of conference facilities, fitness center and premium bike storage, for the duration of the Term of this Lease.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Date of Lease.

LANDLORD:

NEPTUNE III TT, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

TENANT:

CITY OF SEATTLE,  
a Washington State municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

ss.

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said \_\_\_\_\_ for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of \_\_\_\_\_

residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

STATE OF \_\_\_\_\_

ss.

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said \_\_\_\_\_ for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

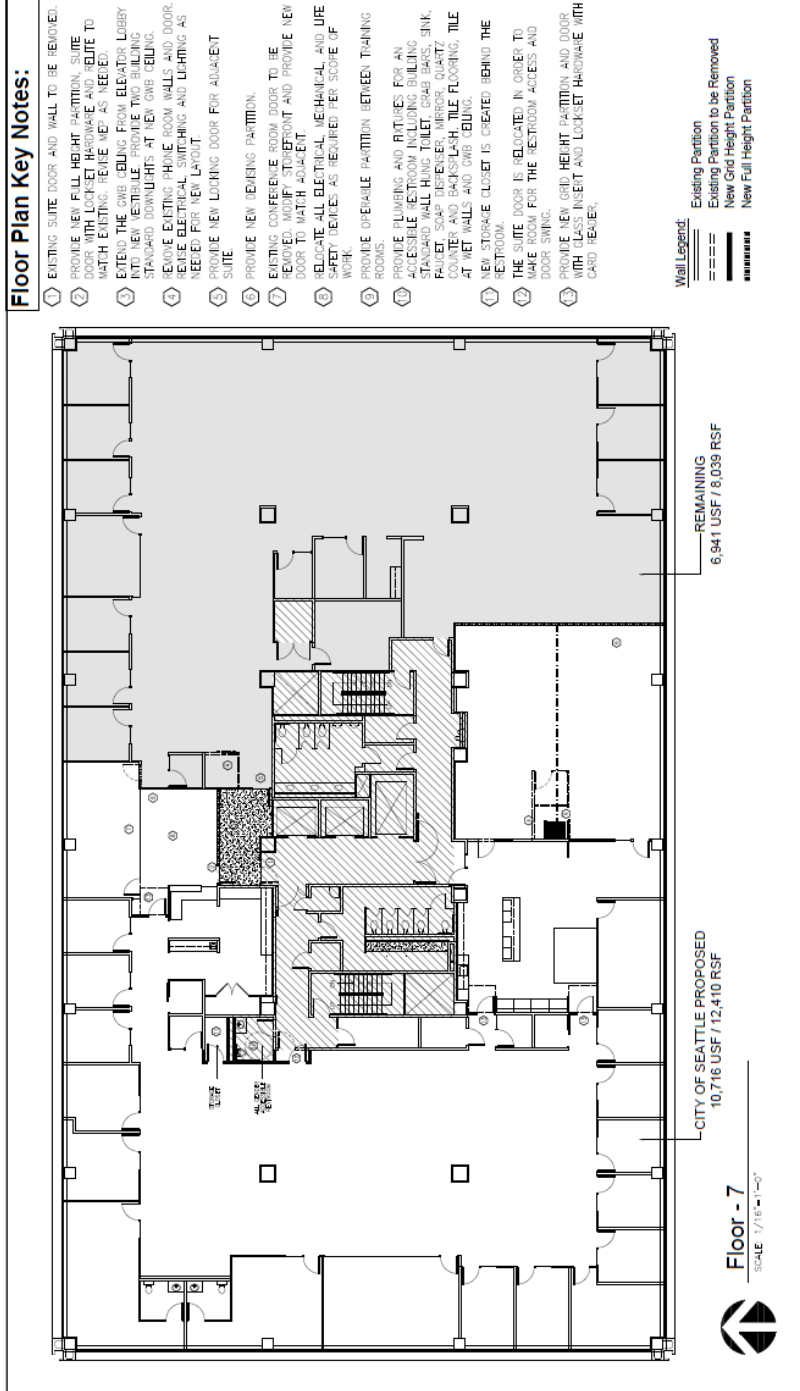
Notary public in and for the State of \_\_\_\_\_

residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

EXHIBIT A-1

PLAN SHOWING PREMISES AND SPACE PLAN



Floor Plan Key Notes:

- 1 EXISTING SUITE DOOR AND WALL TO BE REMOVED.
- 2 PROVIDE NEW FULL HEIGHT PARTITION, SUITE DOOR AND LOCKS FOR THE SUITE. REMOVE TO MATCH EXISTING. REMOVE METALS, NEED TO EXTEND THE CAB BUILDING FROM ELEVATOR LOBBY INTO NEW SUITE. PROVIDE TWO BUILDING STANDARD DOWNLIGHTS AT NEW GWB CEILING.
- 3 REMOVE EXISTING PHONE ROOM WALLS AND DOOR. REMOVE ELECTRICAL SWITCHING AND LIGHTING AS NEEDED FOR NEW LAYOUT.
- 4 PROVIDE NEW LOCKING DOOR FOR ADJACENT SUITE.
- 5 PROVIDE NEW TEVENSING PARTITION.
- 6 EXISTING CONFERENCE ROOM DOOR TO BE REMOVED. MODIFY STOREFRONT AND PROVIDE NEW DOOR TO MATCH ADJACENT.
- 7 RELOCATE ALL ELECTRICAL, MECHANICAL, AND LIFE SAFETY DEVICES AS REQUIRED PER SCOPE OF WORK.
- 8 PROVIDE OPERABLE PARTITION BETWEEN TRAINING ROOMS.
- 9 PROVIDE PLUMBING AND FIXTURES FOR AN ACCESSIBLE RESTROOM INCLUDING BUILDING WATER SUPPLY, SINK, TOILET, SHOWER, COUNTER, SINK, COUNTER AND BACKSLASH TILE FLOORING, TILE AT MET WALLS AND GWB CEILING.
- 10 NEW STORAGE (CLOSET IS CREATED) BEHIND THE RESTROOM.
- 11 THE SUITE DOOR IS RELOCATED IN ORDER TO MAKE ROOM FOR THE RESTROOM ACCESS AND DOOR SWING.
- 12 PROVIDE NEW GRID HEIGHT PARTITION AND DOOR WITH GLASS INSERT AND LOCKSET HARDWARE WITH CARD READER.

Wall Legend:

---	Existing Partition
---	Existing Partition to be Removed
---	New Grid Height Partition
---	New Full Height Partition

PROJ. NO. SC  
 DRAWN BY: RB/SG  
 JOB NO: 23-0852  
 DATE: 11.30.2023; 12.04.2023

PP-7  
 © 2023, JPC ARCHITECTS LLC

**EXHIBIT A-2**

**LEGAL DESCRIPTION OF LAND**

**Triton Towers Three**

Parcel B, City of Renton Lot Line Adjustment LUA-00-0141-LLA, recorded under recording number 20010507900001, in King County, Washington;

Except that portion thereof condemned by the State of Washington pursuant to stipulated judgment and decree of appropriation filed on October 27, 2008 in King County Superior Court Cause Number 08-2-07273-8KNT.

SITUATE IN THE CITY OF RENTON, COUNTY OF KING, STATE OF WASHINGTON, AND  
SUBJECT TO ALL MATTERS NOW OR HEREAFTER OF RECORD



## **EXHIBIT B**

### **WORK AGREEMENT**

#### **I. WORK AGREEMENT DEFINITIONS**

1.1 The following terms, as used in this Work Agreement and elsewhere in the Lease, shall have the following meanings:

(a) “Above Standard Improvements” shall mean those Tenant Improvements that are unique to this Tenant or are of a type, quality, size or quantity different from the Building Standard Improvements. All Above Standard Improvements shall be constructed of materials and designed to standards of at least the same or better quality as comparable Building Standard Improvements.

(b) “Architect” means an architect selected by Landlord and approved by Tenant in writing.

(c) “Base Building” means the Building in which the Premises is located (excluding the interior improvements in the Premises) and the Building systems existing as of the date of this Lease.

(d) “Building Standard Improvements” shall mean Tenant Improvements which are consistent with the Landlord’s standard specifications for the Building as to type, quality, size and quantity. Landlord may make changes to the specifications for the Building Standard Improvements from time to time if necessary, with advance notice to Tenant.

(e) “CAD” means the AutoCAD format or another computer assisted design format approved by Landlord.

(f) “Construction Contract” means the contract between Landlord and the Contractor for the construction of the Tenant Improvements for a stipulated sum not to exceed the TI Allowance.

(g) “Construction Drawings” has the meaning given in **Section 3.5** below.

(h) “Construction Payment” means an amount equal to the difference, if any, between (i) the total cost of constructing the Tenant Improvements plus any sums payable to Landlord or its property manager under this Exhibit, and (ii) the amount of the TI Allowance available to pay the construction costs.

(i) “Contractor” means the contractor selected by Landlord and approved by Tenant in writing from Landlord’s list of contractors who are approved to work in the Building or otherwise approved by Landlord to complete the Tenant Improvements.

(j) “FF&E” means the installation of Tenant’s furniture, fixtures and equipment, artwork, nonstandard signage and graphics, workstations, office equipment and wiring, and telecommunications equipment and cabling.

(k) “Space Plan” has the meaning given in **Section 3.4** below.

(l) “Tenant Improvements” has the meaning given in the Lease.

(m) “TI Allowance” has the meaning given in the Lease and shall be used to pay for the design, permitting and construction of Tenant Improvements in the Premises.

#### **II. LANDLORD WORK**

2.1 Landlord shall construct only the following improvements, in accordance with Landlord’s plans and specifications therefore: (i) Landlord, at its sole expense, shall perform all necessary improvements to demise the Premises from the balance of the floor, which includes, but is not limited to,

full-height insulated demising walls, all necessary modifications to any and all building systems and common corridors that are impacted to accommodate the demised space, and the construction of a new ADA-compliant restroom on the 7<sup>th</sup> floor of the Building adjacent to the Premises (together, “Landlord Work”); and (ii) the Tenant Improvements. Landlord shall use its best efforts to complete all Landlord Work and Tenant Improvements on or prior to the Commencement Date. Notwithstanding the foregoing, Landlord shall not be in default of its obligations under this Lease so long as construction of all Tenant Improvements and Landlord Work is completed within eleven (11) weeks of the date on which the building permit is issued by the City of Renton (the “Permit Issuance Date”), subject to any delays due to Force Majeure, or delays caused by Tenant (i.e., in approving the proposed design for the Tenant Improvements or Landlord Work), or delay in the issuance of permits associated with the Landlord Work or Tenant Improvements (for which Landlord is not at fault); provided that any alleged breach by Landlord shall be subject to the cure periods provided for in Section 20.1 of the Lease and Tenant’s exclusive remedy for Landlord’s failure to timely complete the Landlord Work or Tenant Improvements shall be the abatement of Rent, as provided for under Section 3.13. Landlord shall confirm that a restroom on the floor of the Premises and access to the Premises are ADA compliant. Landlord shall perform any necessary corrections to aforementioned areas affecting the Premises to comply with ADA regulations.

### **III. TENANT IMPROVEMENTS**

3.1 **Base Building.** Tenant acknowledges that Landlord’s predecessor-in-interest constructed the Base Building and the improvements currently in the Premises. Except as expressly provided herein and elsewhere in the Lease, (a) Tenant shall accept the Base Building, the Premises and the Project in their “AS IS” condition as of the date of this Lease; and (b) Landlord shall not be obligated to make or pay for any alterations or improvements to the Premises, the Base Building or the Project except as identified in Section 2.1 of this Work Agreement. If Tenant wishes to make any changes, relocations or other modifications or upgrades to the Base Building or any Base Building system beyond the Tenant Improvements, Tenant, at Tenant’s expense, shall prepare all necessary plans for Landlord’s review and approval. Tenant may not make any such modifications unless the plans are approved by Landlord in writing. Landlord’s approval may be given, withheld or subject to such conditions as Landlord in its sole discretion desires. If Landlord approves any changes to the Base Building outside the Premises, then Landlord shall cause such changes to be made and Tenant shall pay Landlord in advance the actual costs associated with the changes approved by Landlord (including all architectural and engineering fees) plus an administrative fee equal to five percent (5%) of the costs of such modifications. If applicable, Landlord may deduct such costs from the TI Allowance. If Tenant does not make such payment upon demand, then it shall be deemed to have withdrawn its request for changes to the Base Building.

3.2 **Design.** Landlord shall manage the Tenant Improvements using its preferred vendors (Contractor: Pennon Construction; Architect: JPC Architects; and Project Management: Lincoln Property Company). At Landlord’s direction and with Tenant’s written approval, the Architect shall design the Tenant Improvements, complete the Space Plan and the Construction Drawings and obtain all required building or other permits to allow construction of the Tenant Improvements in the Premises by Landlord. Landlord shall retain the necessary architects and consultants to design and engineer any changes to the structural, mechanical, electrical, plumbing, life safety, sprinkler, HVAC and telecommunication systems included in the Tenant Improvements. The cost of preparing all plans and specifications for the Tenant Improvements (including without limitation the Space Plan and the Construction Drawings), the cost of preparing any changes thereto and the cost of obtaining all required permits shall be paid from the TI Allowance. Landlord and Architect are solely responsible for ensuring that the Tenant Improvements comply with all applicable laws, are consistent with existing conditions in the Premises and the Building and comply with any applicable fire-safety and insurance requirements. Landlord shall be solely responsible for ensuring that its Contractor and subcontractors of every tier pay and comply with all applicable prevailing wage laws and requirements.

3.3 Payment for Tenant Improvements.

(a) Landlord and Tenant's Responsibility. Landlord shall contribute the amount of the TI Allowance in accordance with this Work Agreement. The total cost of the Tenant Improvements, including design and construction, together with the Construction Management Fee and any other costs, fees, and expenses reasonably incurred by Landlord in connection with the Tenant Improvements, shall not exceed the TI Allowance. Landlord shall in good faith use its best efforts to ensure the total cost of the Tenant Improvements does not exceed the cost of the TI Allowance. If Landlord believes the total cost of the Tenant Improvements will exceed the TI Allowance, Landlord shall promptly notify Tenant in writing and the parties shall work together in good faith to modify or reduce the scope of work in order to maintain costs within the TI Allowance. Tenant shall pay for all costs of the Tenant Improvements in excess of the TI Allowance, if any. If the cost of the Tenant Improvements exceeds the amount of the TI Allowance due to unforeseen circumstances not caused by Landlord, Landlord may require Tenant to deposit the Construction Payment with Landlord for disbursement together with the TI Allowance. Tenant acknowledges that it has no right to allow liens on the Land or the Premises and that Tenant is not acting as Landlord's construction agent and that the Architect, the Contractor and each subcontractor and all materialmen and suppliers shall be required to acknowledge that they do not have any right to lien the Land or the Tenant Improvements. Tenant shall not be entitled to any cash payment for any unused portion of the TI Allowance and Tenant may not apply such excess to any future alterations after completion of the Tenant Improvements specified in the Construction Drawings. Landlord shall have no obligation to disburse all or any portion of the TI Allowance during any period when an Event of Default is outstanding under the Lease.

(b) TI Allowance. Landlord shall deduct the costs of the Tenant Improvements from the TI Allowance as and when due. Landlord shall provide to Tenant invoices for all costs and expenses related to the Tenant Improvements and any additional backup documentation as Tenant may reasonably request evidencing such costs and expenses. Tenant shall be responsible for the cost of the Tenant Improvements that exceeds the TI Allowance, if any; provided, however, that Landlord shall use best efforts to keep the total cost of the Tenant Improvements below the TI Allowance. Landlord shall not be required to advance any of Landlord's funds to pay the cost of Tenant Improvements in excess of the TI Allowance. Tenant shall promptly pay amounts required to be paid by Tenant under this Work Agreement.

(c) Reserved.

(d) Cost of the Tenant Improvements. For purposes hereof, costs of the Tenant Improvements shall include all necessary out of pocket costs incurred by Landlord to construct the Tenant Improvements, including, without limitation, all building permit fees, payments to Architect and any other engineering or design consultants for services, all demolition and other preparatory work (if any), premiums for insurance and bonds, permit costs, inspection fees, and payment of the Construction Management Fee under **Section 1.14 of the Lease.**

(e) Construction Management and Coordination. The Construction Management Fee is intended to compensate and reimburse Landlord (or Landlord's property manager or affiliate) for all overhead, general conditions, fees and other costs and expenses arising from Landlord's (or Landlord's property manager or affiliate's) involvement in the provision of the services relating to the design and construction of the Tenant Improvements, including, without limitation, the design and review of the Space Plan and the Construction Drawings, selection of the Contractor, review of the Construction Contract and coordination and management of the construction of the Tenant Improvements. Neither Landlord nor its property manager or any affiliate shall be required to provide any services except as described in this Work Agreement. Landlord may deduct the fee from the TI Allowance.

3.4 Submittal of Space Plan. Landlord shall cause the Architect to develop a space plan showing the layout of the Tenant Improvements with a designation of all offices, rooms and other partitioning, their intended use, and a general description of the equipment to be contained therein (the

“Space Plan”). The Space Plan as initially shown in Exhibit A-1 and as may be subsequently modified shall be subject to Tenant’s review and written approval in Tenant’s reasonable discretion, which shall not be unreasonably withheld, conditioned, or delayed.

3.5. Submittal of Construction Drawings. Following approval of the Space Plan, Landlord shall cause Architect to prepare a complete set of plans and specifications (including architectural, structural, mechanical, electrical and plumbing) in a form which is sufficiently detailed to submit for permits, obtain bids and serve as the basis for construction (the “Construction Drawings”). The Construction Drawings shall be consistent with and a logical extension of the Space Plan approved by Landlord and Tenant. The final Construction Drawings shall be subject to Tenant’s written approval, which shall not be unreasonably withheld, conditioned, or delayed. When the Construction Drawings are approved by Landlord and Tenant, the parties shall each acknowledge their approval by signing or initialing each sheet of one copy of Construction Drawings and Landlord shall submit the approved Construction Drawings to the City of Renton for permitting.

3.6 Reserved.

3.7 Landlord’s Review Responsibilities; Standard for Approvals. In any instance in which Landlord’s approval of the Space Plan, Construction Drawings or any modifications to such plans is required, such approval shall not be unreasonably withheld except that Landlord reserves the right to approve in its sole discretion any elements of the Space Plan, Construction Drawings or modifications thereto that (a) affect the structural portions of the Building or its electrical, plumbing, mechanical, HVAC, security, communications and life safety systems; (b) affect the exterior appearance of the Building; (c) are visible from outside the Premises; (d) do not comply with applicable laws, or (e) trigger any requirement for upgrades or code compliance in any other part of the Building.

3.8 Completion of Tenant Improvements. The Tenant Improvements shall be designed, constructed, installed or provided by Landlord in accordance with this Work Agreement and Landlord’s design guidelines and with the construction regulations and procedures adopted by Landlord from time to time with respect to the construction in the Building. All Tenant Improvements shall be constructed using materials and designed to standards at least the same or better quality as Building Standard Improvements. Landlord shall use its best efforts to complete all Landlord Work and Tenant Improvements on or prior to the Commencement Date. All Landlord Work and Tenant Improvements shall be fully completed within eleven (11) weeks of the Permit Issuance Date, subject to any delays due to Force Majeure, or delays caused by Tenant (i.e., in approving the proposed design for the Tenant Improvements or Landlord Work), or delay in the issuance of permits associated with the Landlord Work or Tenant Improvements (for which Landlord is not at fault); provided Tenant’s exclusive remedy for Landlord’s failure to timely complete the Landlord Work and Tenant Improvements shall be the abatement of Rent, as provided for under Section 3.13.

(a) Existing Conditions. Other than construction of the Tenant Improvements and other work contemplated by this Lease, Landlord did not construct the existing improvements in the Premises or the Base Building and any information provided by Landlord with respect to existing conditions in the Premises is provided without any warranty of accuracy or completeness.

(b) Contract. Landlord shall enter into the Construction Contract with Contractor for construction of the Tenant Improvements on a form reasonably acceptable to Landlord. Landlord may not modify the Construction Contract or agree to any substantial change orders without Tenant’s prior written consent.

(c) Early Access. Tenant may, with prior written notice to Landlord, occupy and commence operation in the Premises up to thirty (30) days prior to the Commencement Date with no obligation to pay Basic Rent, though it shall be liable for and pay Operating Costs during such time. Landlord may immediately suspend Tenant’s right of access at any time if an Event of Default occurs under the Lease. Upon and following any entry into the Premises by Tenant prior to the commencement of the

Term (the “Delivery Date”), Tenant shall perform all of the obligations of Tenant applicable under the Lease during the Term, including, without limitation, obligations pertaining to insurance, indemnity, compliance with laws, and Hazardous Materials.

(d) Site Rules. All contractors, subcontractors and materialmen shall be subject to prior approval by Landlord, which shall not be unreasonably withheld, and shall be subject to the administrative supervision of Landlord and any construction rules or regulations reasonably imposed by Landlord. All Tenant Improvements shall be handled in such a manner as to maintain harmonious labor relations and as not to interfere with or delay any other work occurring in the Building. All contractors, subcontractors and materialmen shall take all necessary steps to insure, so far as may be possible, the progress of the work without interruption on account of strikes, work stoppage or similar causes for delay.

(e) Insurance. The Contractor and all subcontractors shall maintain during the construction period the following insurance: (i) commercial general liability insurance, with limits of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, plus umbrella coverage of at least \$5,000,000 for personal injury, bodily injury or death or property damage or destruction, arising out of or relating to the contractor’s work at or in connection with the Premises and including completed operations for one (1) year following job completion with a waiver of subrogation by the insurance company; (ii) workers’ compensation insurance with respect to each contractor’s workers at the site or involved in the Tenant Improvements, in the amount required by statute; (iii) employer’s liability insurance in the amount of at least \$1,000,000 per accident and at least \$1,000,000 for disease, each employee; (iv) comprehensive automobile liability insurance covering all owned, hired or non-owned vehicles, including the loading and unloading thereof, with limits of not less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate (the portion of such coverage over \$1,000,000 may be provided under an umbrella or excess liability policy); and (v) builder’s risk insurance reasonably satisfactory to Landlord. Landlord shall reasonably consider specific requests to reduce insurance requirements for small subcontractors. Landlord, any lender of Landlord, Landlord’s property manager, and such other parties as reasonably designated by Landlord, shall be additional insureds on a primary and noncontributory basis under the commercial general liability and umbrella policies. All insurance required hereunder shall be provided by responsible insurers rated at least A- and VII in the then current edition of AM Best Rating Guide and shall be authorized to do business in the State of Washington. Tenant shall provide, or cause its contractors to provide, such certificates prior to any work being performed at the Premises. Such certificates shall state that the coverage may not be changed or cancelled without at least thirty (30) days prior written notice to Landlord.

3.9 Landlord’s Management. Landlord shall manage and oversee the construction of the Tenant Improvements. Tenant shall have the right to observe the construction of the Tenant Improvements and to inspect the Tenant Improvements. Landlord shall notify Tenant of all construction meetings relating to the Tenant Improvements and Tenant has the right, but not the obligation, to attend all such meetings.

3.10 Designation of Construction Representatives. Landlord hereby designates Rob Hill at Lincoln Property Company as its representative in connection with the design and construction of the Tenant Improvements and Tenant shall be entitled to rely upon the decisions and agreements made by such representative as binding upon Landlord. Tenant hereby appoints the FAS Capital Development Project Manager to act on its behalf and represent its interests with respect to all matters requiring Tenant action or input in this Work Agreement. Either party may change its construction representative hereunder upon delivery of at least five (5) days prior written notice thereof to the other party. Tenant acknowledges and agrees that no other person claiming to act on behalf of Landlord is authorized to do so. Tenant further acknowledges that Landlord’s construction representative is authorized to approve plans and make decisions regarding construction but is not authorized to amend or modify the Lease or to increase the amount of the TI Allowance or contribute any additional Landlord funds toward the cost of the Tenant Improvements. No consent, authorization or other action shall bind Landlord unless in writing and signed by Landlord’s construction representative. If Tenant complies with any request or direction presented to it by anyone else claiming to act on behalf of Landlord, such compliance shall be at Tenant’s sole risk and

responsibility and shall not in any way alter or diminish the obligations and requirements created and imposed by this Exhibit and Landlord shall have the right to enforce compliance with this Exhibit without suffering any waiver, dilution or mitigation of any of its rights hereunder.

3.11 Obligation to Provide As-Built Plans. Within thirty (30) days after completion of the Tenant Improvements, Landlord shall provide Tenant with a complete set of reproducible plans and specifications reflecting the actual conditions of the Tenant Improvements and FF&E as constructed in the Premises, together with an electronic copy of such plans in the CAD format.

3.12 Specific Performance. Notwithstanding any provision to the contrary contained in the Lease, if a default by Tenant occurs under this Work Agreement or any other provision of the Lease at any time on or before the completion of the Tenant Improvements, then (i) in addition to all other rights and remedies granted to Landlord under the Lease, at law and/or in equity, Landlord shall have the right to cause Contractor to cease the construction of the Tenant Improvements and Landlord shall be entitled to be reimbursed by Tenant for Landlord's costs and expenses associated with the Tenant Improvements, including but not limited to any payments made by Landlord for the costs of the Tenant Improvements up to the amount of the TI Allowance, and (ii) all other obligations of Landlord under the Lease and this Work Agreement shall be forgiven until such time as such default is cured pursuant to the terms of the Lease. In addition, Tenant agrees that if this Lease is terminated prior to completion of the Tenant Improvements, then Landlord may in its discretion require completion of all or part of the Tenant Improvements at Tenant's sole expense or, at Landlord's election, Landlord may elect to remove any or all of the Tenant Improvements previously installed and Tenant shall pay Landlord all costs of such removal and restoration of the Premises to their prior condition. Landlord shall have the right to specific performance of any or all of Tenant's obligations under this Work Agreement.

3.13 Schedule. Except as expressly provided for herein, Tenant acknowledges that the payment of Rent is not tied to completion of any Landlord Work or Tenant Improvements in the Premises, and Rent shall not abate or be deferred in whole or in part if construction is delayed so long as construction of all Landlord Work and Tenant Improvements is completed within eleven (11) weeks of the Permit Issuance Date, subject to any delays due to Force Majeure, or delays caused by Tenant (i.e., in approving the proposed design for the Tenant Improvements or Landlord Work), or delay in the issuance of permits associated with the Landlord Work (for which Landlord is not at fault). If construction of such work is not completed within the time provided for herein, Rent shall abate until such time as construction of that work is complete.

3.14 Landlord's FF&E Utilized by Tenant. Prior to the Date of the Lease, Landlord and Tenant shall compile a mutually agreeable list of all of Landlord's FF&E to be purchased by Tenant. Landlord and Tenant shall execute a bill of sale for One Dollar (\$1.00) to transfer title of Landlord's FF&E to Tenant.

## **EXHIBIT C**

### **RULES AND REGULATIONS**

1. No part or the whole of the sidewalks, plaza areas, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls of the Project shall be obstructed or encumbered by Tenant or used for any purpose other than ingress and egress to and from the Premises. Tenant shall not have access to the roof of the Building, unless accompanied by a representative of Landlord.

2. No equipment, furnishings, personal property or fixtures shall be placed on any balcony of the Building without first obtaining Landlord's written consent. No awnings or other projections shall be attached to the exterior walls of the Building. No skylight, window, door or transom of the Building shall be covered or obstructed by Tenant, and no window shade, blind, curtain, screen, storm window, awning or other material shall be installed or placed on any window or in any window of the Premises except as approved in writing by Landlord. If Landlord has installed or hereafter installs any shade, blind or curtain in the Premises, Tenant shall not remove the same without first obtaining Landlord's written consent thereto.

3. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the Common Area.

4. Tenant shall not place or permit its Agents to place any trash or other objects anywhere within the Project (other than within the Premises) without first obtaining Landlord's written consent.

5. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish bags or other substances (including, without limitation, coffee grounds) shall be thrown therein.

6. Except for minor alterations (such as hanging artwork), Tenant shall not mark, paint, drill into or in any way deface any part of the Project or the Premises. No boring, cutting or stringing of wires shall be permitted.

7. No cooking shall be done or permitted in the Building by Tenant or its Agents except that Tenant may install and use microwave ovens. Tenant shall not cause or permit any unusual or objectionable odors to emanate from the Premises.

8. The Premises shall not be used for the manufacturing or storage of merchandise.

9. Tenant shall not make or permit any unseemly or disturbing noises or disturb or interfere with other tenants or occupants of the Project or neighboring buildings or premises by the use of any musical instrument, radio, television set, other audio device, unmusical noise, whistling, singing or in any other way.

10. Nothing shall be thrown out of any doors, windows or skylights or down any passageways.

11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Premises, nor shall any changes be made in locks or the mechanism thereof without prior notice to and the approval of Landlord. Tenant shall, upon the termination of its Lease, return to Landlord all keys to the Premises and other areas furnished to, or otherwise procured by, Tenant. In the event of the loss of any such keys or card keys, as applicable, Tenant shall pay Landlord the cost of replacement keys.

12. Tenant shall not use or occupy or permit any portion of the Premises to be used or occupied as an employment bureau or for the storage, manufacture or sale of liquor, narcotics or drugs. Tenant shall not engage or pay any employees in the Building except those actually working for Tenant in the Building, and Tenant shall not advertise for non-clerical employees giving the Building as an address. The Premises shall not be used, or permitted to be used, for lodging or sleeping or for any immoral or illegal purpose.

13. Landlord reserves the right to control and operate the Common Area in such manner as it deems best for the benefit of the Project tenants. Landlord may exclude from all or a part of the Common Area at all hours, other than during Normal Business Hours, all unauthorized persons. "Normal Business Hours" shall be deemed to be between the hours of 8:00 A.M. and 6:00 P.M. Monday through Friday, but excluding Building holidays. Tenant shall be responsible for all visitors, invitees, agents and employees of Tenant who enter the Building and Project on Building holidays and during other than Normal Business Hours and shall be liable to Landlord for all acts of such persons.

14. Tenant shall have the responsibility for the security of the Premises and, before closing and leaving the Premises at any time, Tenant shall see that all entrance doors are locked and all lights and office equipment within the Premises are turned off, and Landlord shall have no responsibility relating thereto. Landlord will not be responsible for any lost or stolen personal property, equipment, money or jewelry from Tenant's area or Common Areas regardless of whether such loss occurs when the area is locked against entry or not.

15. Requests and requirements of Tenant shall be attended to only upon application at the office of Landlord. Project employees shall not be required to perform any work outside of their regular duties unless under specific instructions from Landlord.

16. Vending, canvassing, soliciting and peddling in the Building are prohibited, and Tenant shall cooperate in seeking their prevention.

17. In connection with the delivery or receipt of merchandise, freight or other matter, no hand trucks or other means of conveyance shall be permitted, except those equipped with rubber tires, rubber side guards or such other safeguards as Landlord may require.

18. No animals of any kind shall be brought into or kept about the Building by Tenant or its Agents, except seeing eye dogs for the visually impaired.

19. No vending machines shall be permitted to be placed or installed in any part of the Project by Tenant without the permission of Landlord. Landlord reserves the right to place or install vending machines in the Project (other than in the Premises).

20. Tenant shall not allow in the Premises, on a regular basis, more than one person for each one hundred sixty-five (165) rentable square feet of the Premises, subject to applicable laws and regulations.

21. So that the Building may be kept in a good state of cleanliness, Tenant shall permit only Landlord's employees and contractors to clean its Premises unless prior thereto Landlord otherwise consents in writing. Tenant shall provide adequate waste and rubbish receptacles, cabinets, bookcases, map cases, etc. necessary to prevent unreasonable hardship to Landlord in discharging its obligation regarding cleaning service.

22. Tenant shall keep the windows and doors of the Premises (including, without limitation, those opening on corridors and all doors between any room designed to receive heating or air conditioning service and room(s) not designed to receive such service) closed while the heating or air conditioning



system is operating in order to minimize the energy used by, and to conserve the effectiveness of, such systems.

23. The elevator designated for freight by Landlord will be available for use by all tenants in the Building during the hours and pursuant to such procedures as Landlord may determine from time to time. The persons employed to move Tenant's equipment, material, furniture or other property in or out of the Building must be acceptable to Landlord. The moving company must be a locally recognized professional mover, whose primary business is the performing of relocation services, and must be bonded and fully insured. A certificate or other verification of such insurance must be received and approved by Landlord prior to the start of any moving operations. Insurance must be sufficient in Landlord's sole opinion, to cover all personal liability, theft or damage to the Project, including, but not limited to, floor coverings, doors, walls, elevators, stairs, foliage and landscaping. Special care must be taken to prevent damage to foliage and landscaping during adverse weather. All moving operations will be conducted at such times and in such a manner as Landlord will direct, and all moving will take place during non-business hours unless Landlord agrees in writing otherwise. Tenant will be responsible for the provision of Building security during all moving operations, and will be liable for all losses and damages sustained by any party as a result of the failure to supply adequate security. Landlord will have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects will, if considered necessary by Landlord, stand on wood strips of such thickness as is necessary properly to distribute the weight. Landlord will not be responsible for loss of or damage to any such property from any cause, and all damage done to the Building by moving or maintaining such property will be repaired at the expense of Tenant. Landlord reserves the right to inspect all such property to be brought into the Building and to exclude from the Building all such property which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. Supplies, goods, materials, packages, furniture and all other items of every kind delivered to or taken from the Premises will be delivered or removed through the entrance and route designated by Landlord, and Landlord will not be responsible for the loss or damage of any such property unless such loss or damage results from the negligence of Landlord or its Agents.

24. A directory of the Building will be provided for the display of the name and location of tenants only and such reasonable number of the principal officers and employees of tenants as Landlord in its sole discretion approves, but Landlord will not in any event be obligated to furnish more than one (1) directory strip for each 2,500 square feet of Rentable Area in the Premises. Any additional name(s) which Tenant desires to place in such directory must first be approved by Landlord, and if so approved, Tenant will pay to Landlord a charge, set by Landlord, for each such additional name. All entries on the building directory display will conform to standards and style set by Landlord in its sole discretion. Space on any exterior signage will be provided in Landlord's sole discretion.

25. Neither Landlord nor any operator of the Parking Facilities within the Project, as the same are designated and modified by Landlord, in its sole discretion, from time to time will be liable for loss of or damage to any vehicle or any contents of such vehicle or accessories to any such vehicle, or any property left in any of the Parking Facilities, resulting from fire, theft, vandalism, accident, conduct of other users of the Parking Facilities and other persons, or any other casualty or cause. Further, Tenant understands and agrees that: (i) Landlord will not be obligated to provide any traffic control, security protection or operator for the Parking Facilities; (ii) Tenant uses the Parking Facilities at its own risk; and (iii) Landlord will not be liable for personal injury or death, or theft, loss of or damage to property.

26. Tenant (including Tenant's Agents) will use the Parking Space Allocation solely for the purpose of parking passenger model cars, small vans and small trucks and will comply in all respects with any rules and regulations that may be promulgated by Landlord from time to time with respect to the Parking Facilities. The Parking Facilities may be used by Tenant or its Agents for occasional overnight parking of

vehicles. Tenant will ensure that any vehicle parked in any of the Parking Space Allocation will be kept in proper repair and will not leak excessive amounts of oil or grease or any amount of gasoline. If any of the Parking Space Allocation are at any time used: (i) for any purpose other than parking as provided above; (ii) in any way or manner reasonably objectionable to Landlord; or (iii) by Tenant after default by Tenant under the Lease, Landlord, in addition to any other rights otherwise available to Landlord, may consider such default an Event of Default under the Lease.

27. Tenant shall have the ongoing right to park in the Parking Facilities or in any parking easement that may now or hereafter benefit the Land and shall be allocated six (6) reserved parking spaces, provided that the location of the reserved parking spaces shall be subject to the Landlord's approval and any signage associated with the reserved parking spaces shall be Tenant's sole cost and expense. Landlord reserves the right to assign and reassign, from time to time, particular parking spaces for use by persons selected by Landlord provided that Tenant's rights under the Lease are preserved. Landlord will not be liable to Tenant for any unavailability of Tenant's designated spaces, if any, nor will any unavailability entitle Tenant to any refund, deduction, or allowance. Tenant will not park in any numbered space or any space designated as: RESERVED, HANDICAPPED, VISITORS ONLY, or LIMITED TIME PARKING (or similar designation) unless such spaces are specifically reserved for Tenant's use.

28. If the Parking Facilities are damaged or destroyed, or if the use of the Parking Facilities is limited or prohibited by any governmental authority, or the use or operation of the Parking Facilities is limited or prevented by strikes or other labor difficulties or other causes beyond Landlord's control, Tenant's inability to use the Parking Space Allocation will not subject Landlord or any operator of the Parking Facilities to any liability to Tenant and will not relieve Tenant of any of its obligations under the Lease and the Lease will remain in full force and effect.

29. Tenant has no right to assign or sublicense any of its rights in the Parking Space Allocation, except as part of a permitted assignment or sublease of the Lease; however, Tenant may allocate the Parking Space Allocation among its employees.

30. Tenant shall cooperate with Landlord in keeping its Premises neat and clean.

31. Smoking of cigarettes, pipes, cigars or any other substance is prohibited at all times within the Premises, elevators, common area restrooms and any other interior common area of the Building or Project.

32. If required by Landlord, each tenant is required to participate in the Building's recycling or other trash management program, as well as any green initiatives that may be in effect from time to time. This includes compliance with all instructions from the Building's recycling or other vendor which Landlord shall distribute to each tenant from time to time. Each tenant shall store all trash and garbage within its premises or in such other areas specifically designated by Landlord. No materials shall be placed in the trash boxes or receptacles in the Building unless such materials may be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage and will not result in a violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be only through entryways and elevators provided for such purposes and at such times as Landlord shall designate.

33. These Rules and Regulations are in addition to, and shall be construed to modify and amend the terms, covenants, agreements and conditions of the Lease; provided, however, in the event of any inconsistency between the terms and provisions of the Lease and the terms and provisions of these Rules and Regulations, the terms and provisions of the Lease shall control.

34. Tenant shall give Landlord prompt notice of any accidents to or defects in the water pipes, gas pipes, electric lights and fixtures, heating apparatus, or any other service equipment.

35. Tenant and its Agents shall not bring into the Building or keep on the Premises any bicycle or other vehicle without the written consent of Landlord.

36. Landlord reserves the right to amend these Rules and Regulations and to make such other and further reasonable Rules and Regulations as, in its judgment, may from time to time be needed and desirable.

37. Tenant will refer all contractors, contractors' representatives and installation technicians rendering any service for Tenant to Landlord for Landlord's supervision and/or approval before performance of any such contractual services. This shall apply to all work performed in the Building, including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, and installations of any and every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building. None of this work will be done by Tenant without first obtaining Landlord's written approval.

**EXHIBIT D**

**CONFIRMATION OF COMMENCEMENT DATE**

THIS CONFIRMATION OF COMMENCEMENT DATE is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, \_\_\_\_\_ (“Landlord”), and \_\_\_\_\_, \_\_\_\_\_, (“Tenant”).

Landlord and Tenant entered into an Office Lease dated \_\_\_\_\_ (the “Lease”) for approximately \_\_\_\_\_ Rentable Square Feet known as Suite \_\_\_\_\_ located on the \_\_\_\_\_ floor (the “Premises”) of the building known as \_\_\_\_\_ located at \_\_\_\_\_.

In consideration of the foregoing, the parties hereto hereby mutually agree as follows:

1. Landlord and Tenant hereby agree that:
  - a. The Commencement Date of the Lease is \_\_\_\_\_.
  - b. The Expiration Date of the Lease is \_\_\_\_\_.
2. Tenant hereby confirms that:
  - a. it has accepted possession of the Premises pursuant to the terms of the Lease;
  - b. the Lease has not been modified, altered, or amended except as follows: \_\_\_\_\_; and
  - c. on the date hereof, the Lease is in full force and effect.
3. This Confirmation, and each and all of the provisions hereof shall inure to the benefit of, or bind, as the case may require, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date first above-written.

LANDLORD:

TENANT:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## SUMMARY and FISCAL NOTE

<b>Department:</b>	<b>Dept. Contact:</b>	<b>CBO Contact:</b>
Finance and Administrative Services	Layne Cubell	Lorine Cheung

### 1. BILL SUMMARY

**Legislation Title:** AN ORDINANCE relating to the Department of Finance and Administrative Services; authorizing the Director of Finance and Administrative Services to negotiate and execute a real property lease with Neptune III TT, LLC, on behalf of the Human Services Department for its Aging and Disability Services Division; and ratifying and confirming certain prior acts.

**Summary and Background of the Legislation:** Since 2004, the Human Services Department (HSD) Aging and Disability Services Division (ADS) has leased office space in a building in a suburban office park known as Time Square, located at 600 Southwest 39th Street, Renton, Washington. The Time Square lease is for 19,258 square feet and expires on August 31, 2024. HSD/ADS has determined that the Time Square office space is no longer suitable for its needs.

HSD/ADS retained the Department of Finance and Administrative Services (FAS) Real Estate and Planning Services Division to conduct a search for new office space. As a result of the search, HSD/ADS has elected to relocate its offices from Time Square to Triton Towers Three, located at 707 South Grady Way, in Renton, WA to better serve the needs of its clients throughout King County. Operating as the federal/state designated Area Agency on Aging (AAA) for King County, ADS is responsible for providing aging network services to over 50,000 clients across the County, including over 14,000 clients receiving Medicaid long-term care case services, the majority of whom reside in south King County. The new location is on the seventh floor and has increased security, is closer to transit services, has ample parking and has amenities for clients and staff.

The new lease will allow HSD/ADS to downsize its office space to approximately sixty-five percent of its current footprint to better align with workplace needs and will result in cost savings in rent. FAS Real Estate and Planning Services and the Triton Towers Three landlord Neptune III TT, LLC have reached agreement on the form of the lease for new Aging and Disability Services Division offices, some 12,410 square feet, for an initial term of ten years, with a right on the part of the City to extend the term for two additional terms of five years each. Pursuant to Seattle Municipal Code Section 3.127, leases of office space for more than five years or where the premises exceed 5,000 square feet require City Council approval.

### 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

<b>Expenditure Change (\$); General Fund</b>	<b>2024</b>	<b>2025 est.</b>	<b>2026 est.</b>	<b>2027 est.</b>	<b>2028 est.</b>
<b>Expenditure Change (\$); Other Funds</b>	<b>2024</b>	<b>2025 est.</b>	<b>2026 est.</b>	<b>2027 est.</b>	<b>2028 est.</b>
	<b>\$336,000</b>	<b>-\$93,000</b>	<b>-\$83,000</b>	<b>-\$74,000</b>	<b>-\$64,000</b>

<b>Revenue Change (\$); General Fund</b>	<b>2024</b>	<b>2025 est.</b>	<b>2026 est.</b>	<b>2027 est.</b>	<b>2028 est.</b>
<b>Revenue Change (\$); Other Funds</b>	<b>2024</b>	<b>2025 est.</b>	<b>2026 est.</b>	<b>2027 est.</b>	<b>2028 est.</b>

<b>Number of Positions</b>	<b>2024</b>	<b>2025 est.</b>	<b>2026 est.</b>	<b>2027 est.</b>	<b>2028 est.</b>
	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total FTE Change</b>	<b>2024</b>	<b>2025 est.</b>	<b>2026 est.</b>	<b>2027 est.</b>	<b>2028 est.</b>
	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

While there are one-time costs related to the move, the new lease will result in lower annual rent payments and significant savings over the initial ten-year lease term. In 2024, there is an annual estimated rent savings of \$32,000 and \$368,000 in one-time moving costs related to moving furniture, supplies and records and setting up City technology systems, leading to a total expenditure change of \$336,000 in 2024. Years 2025-2028 reflect annual rent savings under the new lease. All expenditures associated with entering into a new lease and relocating will be covered by Title XIX Federal Grant funds, which are restricted for use in supporting allowable case management/nursing services per 45 CFR 75 Subpart E-Cost Principles for Health and Human Services funding.

**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.**

There may be additional rent savings in 2024 due to an initial rent credit offered by the landlord. Additionally, one-time moving costs are lower than anticipated because the Triton Towers space already has some cubicles, conference rooms and other improvements from previous tenants.

**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 initial one-time costs of the lease can be absorbed within existing operations because of Title XIX salary savings. During the pandemic, AAA had difficulty hiring and retaining direct service staff in the Case Management program, resulting in increased caseloads for staff due to vacancies and medical leaves. ADS has recently attained adequate staff capacity to support required caseload ratios and will use salary savings from 2023 to cover one-time costs associated with the office move. Per the terms of the AAA contract with the State Unit on Aging, ADS is required to reinvest salary savings and related fund balances into aging network services and operations.

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

Without the adoption of this legislation, the City would no longer have an agreement for the use of leased premises in Renton, out of which HSD ADS has operated for the last twenty years. Absent such an agreement, the continued operation of that office and efficient service to South King County clients would be in jeopardy.

#### **4. OTHER IMPLICATIONS**

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

This legislation affects, and is for the benefit of, the Human Services Department – specifically its Aging and Disability Services Division which is the federal/state designated Area Agency on Aging for Seattle and King County, chartered under the Older Americans Act. The Division supports older people, adults with disabilities, and caregivers throughout Seattle-King County.

ADS is required to provide onsite technical assistance training for community organizations focused on aging and our subcontracted community organizations: Lifelong, Chinese Information Service Center, Asian Counseling and Referral Services, and Neighborhood House. The Renton location is used for other community purposes such as hosting the community public comment session required to update the AAA Area Plan, and, prior to COVID, ADS hosted meetings for the 13 WA State AAA directors.

**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.**

Yes. This legislation will authorize the execution of a real property lease for the City to occupy premises in Renton, Washington. See attached property map.

**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.**

With respect to vulnerable and historically disadvantaged populations, this legislation allows the HSD Aging and Disability Services Division to establish a more convenient, transit-friendly, and accessible location from which to serve older adults and disabled clients in South Seattle and King County.

ADS collects population data and contracts with community agencies to provide culturally specific services to communities of color. Approximately 59% of our Medicaid LTSS case management clients are vulnerable people of color, the majority of whom reside in South King County.

- 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?**

HSD will manage all communication to the public about its office move, including a multi-lingual notice to all its existing clients and updating its website and other contact tools with its new address location and access information.

**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 is not expected to have any material effect on 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 is not expected to have any material impact on Seattle's resiliency with respect 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 represents neither a new initiative nor a 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 commitment with a non-City partner agency or organization?

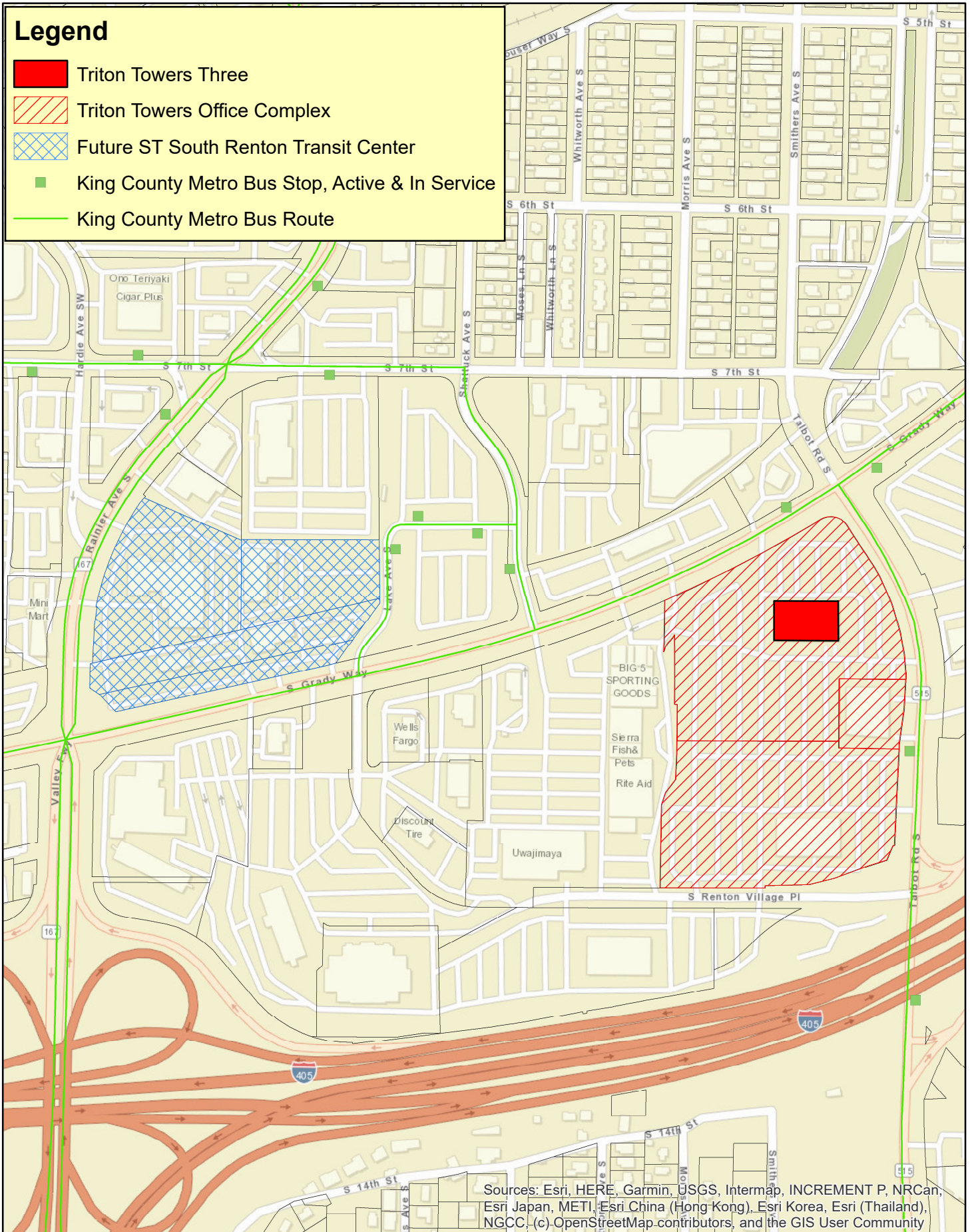
## 6. ATTACHMENTS

**Summary Attachments:** Summary Attachment 1 – FAS HSD Triton Towers Lease Property Map

**Summary Att 1 - FAS HSD Triton Towers Lease Property Map  
V1**

**Legend**

-  Triton Towers Three
-  Triton Towers Office Complex
-  Future ST South Renton Transit Center
-  King County Metro Bus Stop, Active & In Service
-  King County Metro Bus Route



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



**Seattle**  
Finance &  
Administrative Services

Produced by FAS - Real Estate Planning Services Division, Matthew Winglee, February 5, 2024

