



CITY OF SEATTLE

City Council

Agenda

Tuesday, May 14, 2024

2:00 PM

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

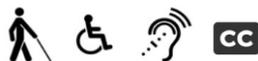
Sara Nelson, Council President
Joy Hollingsworth, Member
Robert Kettle, Member
Cathy Moore, Member
Tammy J. Morales, Member
Maritza Rivera, Member
Rob Saka, Member
Dan Strauss, Member
Tanya Woo, Member

Chair Info: 206-684-8809; Sara.Nelson@seattle.gov

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CITY OF SEATTLE

City Council Agenda

May 14, 2024 - 2:00 PM

Meeting Location:

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

Committee Website:

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

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

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 436](#)

May 14, 2024

Attachments: [Introduction and Referral Calendar](#)

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

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

Journal:

1. [Min 472](#) May 7, 2024

Attachments: [Minutes](#)

Bills:

2. [CB 120785](#) AN ORDINANCE appropriating money to pay certain claims for the week of April 29, 2024 through May 3, 2024 and ordering the payment thereof; and ratifying and confirming certain prior acts.

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

3. [Res 32134](#) A RESOLUTION relating to the City Light Department; acknowledging and approving the City Light Department's adoption of a biennial energy conservation target for 2024-2025 and ten-year conservation potential.

The Committee recommends that City Council adopt the Resolution (Res).

In Favor: 4 - Woo, Moore, Saka, Strauss

Opposed: None

Attachments: [Att 1 - Seattle City Light 2024 DSMPA Report](#)

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

Appointments:

HOUSING AND HUMAN SERVICES COMMITTEE:

4. [Appt 02853](#) Appointment of Joel L. Domingo as member, Seattle-King County Advisory Council on Aging and Disability Services, for a term to December 31, 2025.

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

In Favor: 4 - Moore, Nelson, Saka, Woo

Opposed: None

Attachments: [Appointment Packet](#)

5. [Appt 02854](#) Appointment of Patricia P. Schnepf as member, Seattle-King County Advisory Council on Aging and Disability Services, for a term to December 31, 2025.

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

In Favor: 4 - Moore, Nelson, Saka, Woo

Opposed: None

Attachments: [Appointment Packet](#)

6. [Appt 02855](#) Appointment of Dolores Wiens as member, Seattle-King County Advisory Council on Aging and Disability Services, for a term to December 31, 2025.

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

In Favor: 4 - Moore, Nelson, Saka, Woo

Opposed: None

Attachments: [Appointment Packet](#)

7. [Appt 02857](#) Reappointment of Steven Pray as member, Seattle LGBTQ Commission, for a term to October 31, 2025.

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

In Favor: 4 - Moore, Nelson, Saka, Woo

Opposed: None

Attachments: [Appointment Packet](#)

LIBRARIES, EDUCATION, AND NEIGHBORHOODS

8. [Appt 02756](#) Reappointment of Jan Hendrickson as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2027.

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

In Favor: 3 - Rivera, Hollingsworth, Woo

Opposed: None

Attachments: [Appointment Packet](#)

9. [Appt 02825](#) Reappointment of Ray Ishii as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2027.

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

In Favor: 3 - Rivera, Hollingsworth, Woo

Opposed: None

Attachments: [Appointment Packet](#)

10. [Appt 02826](#) Appointment of Gina Karaba as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2027.

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

In Favor: 3 - Rivera, Hollingsworth, Woo

Opposed: None

Attachments: [Appointment Packet](#)

PARKS, PUBLIC UTILITIES, AND TECHNOLOGY COMMITTEE:

11. [Appt 02865](#) Appointment of Ryan Baum as member, Board of Parks and Recreation Commissioners, for a term to March 31, 2027.

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

In Favor: 5 - Hollingsworth, Nelson, Kettle, Rivera, Strauss

Opposed: None

Attachments: [Appointment Packet](#)

12. [Appt 02866](#) Appointment of Tricia Diamond as member, Board of Parks and Recreation Commissioners, for a term to March 31, 2027.

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

In Favor: 5 - Hollingsworth, Nelson, Kettle, Rivera, Strauss

Opposed: None

Attachments: [Appointment Packet](#)

13. [Appt 02867](#) Appointment of Steve Lerer as member, Board of Parks and Recreation Commissioners, for a term to March 31, 2027.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 5 - Hollingsworth, Nelson, Kettle, Rivera, Strauss
Opposed: None
- Attachments:** [Appointment Packet](#)
14. [Appt 02868](#) Appointment of Whitney Nakamura as member, Board of Parks and Recreation Commissioners, for a term to March 31, 2027.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 5 - Hollingsworth, Nelson, Kettle, Rivera, Strauss
Opposed: None
- Attachments:** [Appointment Packet](#)
15. [Appt 02869](#) Appointment of John A. Flinn as member, Board of Parks and Recreation Commissioners, for a term to March 31, 2027.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 5 - Hollingsworth, Nelson, Kettle, Rivera, Strauss
Opposed: None
- Attachments:** [Appointment Packet](#)
16. [Appt 02870](#) Reappointment of Justin P. Umagat as member, Board of Parks and Recreation Commissioners, for a term to March 31, 2027.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 5 - Hollingsworth, Nelson, Kettle, Rivera, Strauss
Opposed: None
- Attachments:** [Appointment Packet](#)

17. [Appt 02871](#) Appointment of Alex Maestretti as member Community Surveillance Working Group, for a term to December 31, 2026.

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

In Favor: 5 - Hollingsworth, Nelson, Kettle, Rivera, Strauss

Opposed: None

Attachments: [Appointment Packet](#)

18. [Appt 02872](#) Appointment of Carolyn Riley-Payne as member, Community Surveillance Working Group, for a term to December 31, 2026.

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

In Favor: 5 - Hollingsworth, Nelson, Kettle, Rivera, Strauss

Opposed: None

Attachments: [Appointment Packet](#)

SUSTAINABILITY, CITY LIGHT, ARTS, AND CULTURE COMMITTEE

19. [Appt 02858](#) Appointment of Avery Barnes as member, Seattle Arts Commission, for a term to December 31, 2025.

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

In Favor: 4 - Woo, Moore, Saka, Strauss

Opposed: None

Attachments: [Appointment Packet](#)

20. [Appt 02859](#) Appointment of Yoon Kang-O'Higgins as member, Seattle Arts Commission, for a term to December 31, 2025.

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

In Favor: 4 - Woo, Moore, Saka, Strauss

Opposed: None

Attachments: [Appointment Packet](#)

21. [Appt 02860](#) Appointment of Rodney Howard King as member, Seattle Arts Commission, for a term to December 31, 2025.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 4 - Woo, Moore, Saka, Strauss
Opposed: None
- Attachments:** [Appointment Packet](#)
22. [Appt 02861](#) Reappointment of Leslie Anne Anderson as member, Seattle Arts Commission, for a term to December 31, 2025.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 4 - Woo, Moore, Saka, Strauss
Opposed: None
- Attachments:** [Appointment Packet](#)
23. [Appt 02862](#) Reappointment of Kayla DeMonte as member, Seattle Arts Commission, for a term to December 31, 2025.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 4 - Woo, Moore, Saka, Strauss
Opposed: None
- Attachments:** [Appointment Packet](#)
24. [Appt 02863](#) Reappointment of Holly Morris Jacobson as member, Seattle Arts Commission, for a term to December 31, 2025.
- The Committee recommends that City Council confirm the Appointment (Appt).**
In Favor: 4 - Woo, Moore, Saka, Strauss
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 120783](#) AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the Seattle Police Officers' Guild for the period from January 1, 2021, through December 31, 2023; authorizing the execution of a Memorandum of Understanding between The City of Seattle and the Seattle Police Officers' Guild; and ratifying and confirming certain prior acts.

Attachments: [Att 1 – SPOG Collective Bargaining Agreement](#)
[Att 2 – Memorandum of Understanding with SPOG](#)

Supporting Documents:

[Summary and Fiscal Note](#)
[Summary Att 1 – Bill Draft - SPOG Collective Bargaining Agreement](#)
[Central Staff Memo](#)

2. [CB 120784](#) AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, Local 21SP, for the period from January 1, 2023, through December 31, 2026; and ratifying and confirming certain prior acts.

Attachments: [Att 1 – Local 21SP Agreement](#)

Supporting Documents:

[Summary and Fiscal Note](#)
[Summary Att 1 - Bill Draft of Local 21SP Agreement](#)

LAND USE COMMITTEE:

3. [CB 120749](#) AN ORDINANCE relating to land use and zoning; amending Section 23.47A.012 of the Seattle Municipal Code to provide a 10-foot height limit exception in commercial zones in a portion of the Georgetown neighborhood.

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

In Favor: 5 - Morales, Strauss, Moore, Rivera, Woo

Opposed: None

Supporting

Documents:

[Summary and Fiscal Note v2](#)

[Summary Att 1 - SEPA DNS](#)

[Summary Att 2 - Area Map](#)

PARKS, PUBLIC UTILITIES, AND TECHNOLOGY COMMITTEE:

4. [CB 120780](#) AN ORDINANCE relating to Seattle Public Utilities; authorizing the acquisition of real property by negotiation or eminent domain (condemnation) of seven separate parcels of land (“Properties”) or eminent domain (condemnation) of leases identified as King County Parcel Number 7327903645 located at 7760 8th Avenue South, King County Parcel Number 7327902490 located at 803 South Chicago Street, King County Parcel Number 7327902480 located at 811 South Chicago Street, King County Parcel Number 7327902520 located at 7814 8th Avenue South, King County Parcel Number 7327902500 located at 7808 8th Avenue South, King County Parcel Number 7327902510 located at 836 South Kenyon Street, and King County Parcel Number 7327902395 located at 850 South Kenyon Street; authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities to execute all documents and take other necessary actions to complete the Properties’ acquisition, including acceptance and recording of the deeds; and ratifying and confirming certain prior acts.

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

In Favor: 5 - Hollingsworth, Nelson, Kettle, Rivera, Strauss

Opposed: None

Attachments: [Att 1 – Legal Descriptions](#)

[Att 2 – Vicinity Maps](#)

Supporting

Documents:

[Summary and Fiscal Note](#)

[Summary Ex A - Racial Equity Toolkit for South Park](#)

[Water Quality Facility Project Planning and Options](#)

[Analysis Phases](#)

TRANSPORTATION COMMITTEE:

5. [CB 120764](#) AN ORDINANCE granting Fred Hutchinson Cancer Center permission to continue maintaining and operating an existing skybridge over and across Eastlake Avenue East, north of Aloha Street; repealing Section 8 of Ordinance 124240; and providing for the acceptance of the permit and conditions.

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

In Favor: 5 - Saka, Hollingsworth, Kettle, Strauss, Woo

Opposed: None

Supporting

Documents:

[Summary and Fiscal Note](#)

[Summary Att A – Fred Hutchinson Cancer Center](#)

[Skybridge Area Map](#)

[Summary Att B – Fred Hutchinson Cancer Center](#)

[Skybridge Photos](#)

[Summary Att C - Fred Hutchinson Cancer Center](#)

[Skybridge Annual Fee Assessment Summary](#)

6. [CB 120765](#) AN ORDINANCE granting Fred Hutchinson Cancer Center permission to continue maintaining and operating an existing service tunnel under and across Eastlake Avenue East, north of Aloha Street; repealing Section 8 of Ordinance 123918; and providing for the acceptance of the permit and conditions.

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

In Favor: 5 - Saka, Hollingsworth, Kettle, Strauss, Woo

Opposed: None

Supporting

Documents:

[Summary and Fiscal Note](#)

[Summary Att A - Fred Hutchinson Cancer Center](#)

[Tunnel Area Map](#)

[Summary Att B - Fred Hutchinson Cancer Center](#)

[Tunnel Photo](#)

[Summary Att C - Fred Hutchinson Tunnel Annual Fee](#)

[Assessment](#)

I. ITEMS REMOVED FROM CONSENT CALENDAR

J. ADOPTION OF OTHER RESOLUTIONS

K. OTHER BUSINESS

L. ADJOURNMENT



Legislation Text

File #: IRC 436, **Version:** 1

May 14, 2024



Introduction and Referral Calendar

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

Record No.	Title	Committee Referral
<u>By: Strauss</u>		
1. CB 120785	AN ORDINANCE appropriating money to pay certain claims for the week of April 29, 2024 through May 3, 2024 and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
<u>By: Saka</u>		
2. CB 120788	AN ORDINANCE relating to transportation; providing for the submission to the qualified electors of the City at an election to be held on November 5, 2024, a proposition authorizing the City to levy regular property taxes for up to eight years in excess of the limitation on levies in chapter 84.55 RCW for the purpose of providing City facilities and services, including transportation improvements, both capital and operating, with possible debt financing; creating a new oversight committee; applying RCW 84.36.381's senior citizens and disabled persons exemption; and ratifying and confirming certain prior acts.	Select Committee on 2024 Transportation Levy
<u>By: Woo</u>		
3. CB 120786	AN ORDINANCE relating to the City Light Department; accepting the following easements for electrical distribution rights in King County, Washington; placing said easements under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.	Sustainability, City Light, Arts and Culture Committee
<u>By: Woo</u>		
4. CB 120787	AN ORDINANCE relating to the City Light Department; accepting the following easements for electrical distribution in King County, Washington; placing said easements under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.	Sustainability, City Light, Arts and Culture Committee



Legislation Text

File #: Min 472, **Version:** 1

May 7, 2024

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104



Journal of the Proceedings of the Seattle City Council

Tuesday, May 7, 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

A. CALL TO ORDER

The City Council of the City of Seattle met in the Council Chamber in Seattle, Washington, on May 7, 2024, pursuant to the provisions of the City Charter. The meeting was called to order at 2:02 p.m., with Council President Nelson presiding.

B. ROLL CALL

Present: 5 - Kettle, Nelson, Saka, Strauss, Woo

Excused: 2 - Moore, Morales

Late Arrival: 2 - Hollingsworth, Rivera

By unanimous consent, Councilmember Moore was excused from the May 7, 2024 City Council meeting.

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

Councilmember Rivera joined the meeting at 2:04 p.m.

C. PRESENTATIONS

There were none.

D. PUBLIC COMMENT

The following individuals addressed the Council:

- John Stamstad
- Mupopa Tshibuabua
- Wei Lin
- Jason Ogulnik
- Meredith Cere
- Shaun Iccayan
- Alex Kim
- Nick James
- Shaila Childers
- Nathan Beckwith
- Castille Hightower
- Justin Taylor
- Arianna Riley
- Emma H
- Rob Engel
- Hermione Carsten
- Jami Cortes
- Kimberly Wolfe
- Alberto Alvarez
- David Haines
- Alex Tsimmerman
- Aidan Carroll

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:

[IRC 435](#) **May 7, 2024**

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

In Favor: 7 - Hollingsworth, Kettle, Nelson, Rivera, Saka, Strauss, Woo

Opposed: None

F. APPROVAL OF THE AGENDA

By unanimous consent, the City Council Agenda was adopted.

G. APPROVAL OF CONSENT CALENDAR

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

Journal:

1. [Min 471](#) April 30, 2024

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

In Favor: 7 - Hollingsworth, Kettle, Nelson, Rivera, Saka, Strauss, Woo

Opposed: None

Bills

2. [CB 120782](#) AN ORDINANCE appropriating money to pay certain claims for the week of April 22, 2024 through April 26, 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: 7 - Hollingsworth, Kettle, Nelson, Rivera, Saka, Strauss, Woo

Opposed: None

Appointments:**GOVERNANCE, ACCOUNTABILITY, AND ECONOMIC DEVELOPMENT COMMITTEE:**

3. [Appt 02833](#) Reappointment of Kristin Hawes as member, Seattle Ethics and Elections Commission, for a term to December 31, 2026.

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

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

Opposed: None

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

In Favor: 7 - Hollingsworth, Kettle, Nelson, Rivera, Saka, Strauss, Woo

Opposed: None

- 4. [Appt 02850](#) **Appointment of Marissa G. Baker as member, Labor Standards Advisory Commission, for a term to April 30, 2025.**

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

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

Opposed: None

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

In Favor: 7 - Hollingsworth, Kettle, Nelson, Rivera, Saka, Strauss, Woo

Opposed: None

H. COMMITTEE REPORTS

There were no Committee Reports.

I. ITEMS REMOVED FROM CONSENT CALENDAR

There were none.

J. ADOPTION OF OTHER RESOLUTIONS

There were none.

K. OTHER BUSINESS

By unanimous consent, Councilmember Woo was excused from the May 21, 2024 City Council meeting.

L. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 2:36 p.m.

Jodee Schwinn, Deputy City Clerk

Signed by me in Open Session, upon approval of the Council, on May 14, 2024.

Sara Nelson, Council President of the City Council



Legislation Text

File #: CB 120785, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE appropriating money to pay certain claims for the week of April 29, 2024 through May 3, 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 \$22,011,245.51 on PeopleSoft 9.2 mechanical warrants numbered 4100798012 - 4100799990 plus manual or cancellation issues for claims, e-payables of \$42,224.17 on PeopleSoft 9.2 9100014402 - 9100014423, and electronic financial transactions (EFT) in the amount of \$109,040,549.57 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 14th of May 2024, and signed by me in open session in authentication of its passage this 14th of May 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

File #: Res 32134, **Version:** 1

CITY OF SEATTLE

RESOLUTION _____

A RESOLUTION relating to the City Light Department; acknowledging and approving the City Light Department's adoption of a biennial energy conservation target for 2024-2025 and ten-year conservation potential.

WHEREAS, Ballot Initiative 937 ("I-937"), also known as the Energy Independence Act, was passed by

Washington State voters on November 7, 2006, which requires qualifying electric utilities to obtain new renewable resources and undertake cost-effective energy conservation; and

WHEREAS, I-937 was codified in chapter 19.285 of the Revised Code of Washington (RCW); and

WHEREAS, RCW 19.285.040 calls for each qualifying utility to pursue all available conservation that is cost-effective, reliable, and feasible, including requiring the development of conservation potential and biennial conservation targets; and

WHEREAS, Washington Administrative Code ("WAC") 194-37-070 requires that each qualifying utility "must document the methodologies and inputs used in the development of its ten-year potential and biennial target and must document that its ten-year potential and biennial target are consistent with the requirements of RCW 19.285.040(1)"; and

WHEREAS, City Light undertook a Conservation Potential Assessment study to develop its ten-year potential and biennial target, which was consistent with the methodologies set forth in RCW 19.285.040 and WAC 194-37-070; and

WHEREAS, the Conservation Potential Assessment identifies a ten-year conservation potential of 79 average megawatts (aMW) starting in 2024, and a biennial energy conservation target of 18 aMW for City Light in 2024-2025; and

WHEREAS, City Light anticipates meeting or exceeding the energy conservation target for 2024 and 2025, and updating its Conservation Potential Assessment by the year 2025; and

WHEREAS, WAC 194-37-070 requires that each utility must establish its ten-year potential and biennial target by action of the utility’s governing board, after public notice and opportunity for comment; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE MAYOR CONCURRING, THAT:

Section 1. Pursuant to chapter 19.285 et seq. of the Revised Code of Washington (RCW) and corresponding Washington Administrative Code (WAC) 194-37-070 regulations, and after public hearing, the City Council acknowledges and approves the City Light Department’s (“City Light”) adoption of a biennial energy conservation target of 18 aMW for 2024-2025 and a ten-year conservation potential of 79 aMW starting in 2024. City Light’s biennial energy conservation target and ten-year conservation potential are based upon a Conservation Potential Assessment conducted using methodologies consistent with those used by the Pacific Northwest Electric Power and Conservation Planning Council in order for City Light to pursue all available conservation that is cost-effective, reliable, and feasible.

Section 2. The City Council further acknowledges that City Light anticipates meeting or exceeding the biennial energy conservation target with its adopted 2024 budget.

Adopted by the City Council the _____ day of _____, 2024, and signed by me in open session in authentication of its adoption this _____ day of _____, 2024.

President _____ of the City Council

The Mayor concurred the _____ day of _____, 2024.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2024.

Scheereen Dedman, City Clerk

(Seal)

Attachments:
Attachment 1 - Seattle City Light 2024 DSMPA Report



2024 Demand-Side Management Potential Assessment

Project Lead: Jennifer Finnigan, Seattle City Light
Prepared by: Aquila Velonis, Gamze Gungor Demirci, Taylor Bettine, Andrew Grant, Cadmus
Patrick Burns, Brightline
December 11, 2023

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Definition of Terms

aMW	Average megawatt
AC	Air conditioning
BPA	Bonneville Power Administration
CanESM2	Second Generation Canadian Earth System Model
CBECS	Commercial Buildings Energy Consumption Survey
CBSA	Commercial Building Stock Assessment
CDD	Cooling degree days
CEIP	Clean Energy Implementation Plan
CETA	<i>Clean Energy Transformation Act</i>
CFL	Compact fluorescent lamp
Council	Northwest Power and Conservation Council
CPA	Conservation Potential Assessment
DSMPA	Demand-Side Management Potential Assessment
ECM	Energy conservation measure
EHD	Environmental Health Disparities
EISA	<i>Energy Independence and Security Act</i>
EPRI	Electric Power Research Institute
EUL	Effective useful life
EV	Electric vehicle
HDD	Heating degree days
HVAC	Heating Ventilation and Air Conditioning
I-937	Initiative 937
IRP	Integrated Resource Plan
kWh	Kilowatt-hour
LED	Light-emitting diode
MACA	Multivariate Adaptive Constructed Analogs
MW	Megawatt
MWh	Megawatt-hour

NEEA	Northwest Energy Efficiency Alliance
O&M	Operations and maintenance
RBSA	Residential Building Stock Assessment
RCW	Revised Code of Washington
RTF	Regional Technical Forum
RUL	Remaining useful life
TRC	Total resource cost
UEC	Unit energy consumption
UES	Unit energy savings
WAC	Washington Administrative Code

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1. Executive Summary

1.1. Overview

Seattle City Light (City Light) engaged Cadmus to complete a Demand-Side Management Potential Assessment (DSMPA) to produce rigorous estimates of the magnitude, timing, and costs of resources in its service territory over the next 22 years, beginning in 2024. This study, as part of City Light’s integrated resource planning (IRP) process, is intended to identify the cost-effective potential of energy efficiency, customer-sited solar photovoltaics (PV), and demand response within City Light’s major customer sectors—residential, commercial, and industrial—while accounting for the impacts of climate change and building electrification.¹ The results of this assessment will also help inform City Light’s future programs. The study period aligns with the timeline for City Light’s 2024 IRP and provides direct inputs into that analysis.

Table 1.1 shows the 22-year technical and achievable technical potential for each resource considered in this study.

Table 1.1. Summary of Energy Savings and Demand Reduction Potential, Cumulative 2045

Resource	Energy (aMW)		Winter Coincident Peak Capacity (MW)	
	Technical Potential	Achievable Technical Potential	Technical Potential	Achievable Technical Potential
Energy Efficiency	263	228	324	278
Solar PV	365	60 ^a	N/A	N/A
Demand Response	N/A	N/A	N/A	180

Total

^a This value represents the base scenario.

This study accomplishes several objectives:

- Fulfills statutory requirements of Chapter 194-37 of the Washington Administrative Code (WAC), *Energy Independence Act*. The WAC requires that City Light identify all achievable, cost-effective conservation potential for the upcoming 10 years.² The WAC also specifies that City Light’s public biennial conservation target should be no less than the *pro rata* share of conservation potential over the first 10 years. The study estimates will inform City Light’s targets for the 2024-2025 biennium.

¹ This study estimates demand response potential for managed electric vehicle (EV) charging. It does not estimate conservation potential for efficient EV chargers. It also does not include transportation electrification in its baseline forecast. Instead, City Light adds the transportation electrification forecast to the 2024 DSMPA load forecast as part of the IRP modeling process.

² Washington State Legislature. *Energy Independence Act*. Washington Administrative Code Chapter 194-37.

- Supports City Light’s compliance of Washington State’s *Clean Energy Transformation Act (CETA)*, passed as Senate Bill 5116 in April 2019, to inform City Light’s energy efficiency and demand response short- and long-term targets.³ In addition, this study will inform City Light’s near-term interim targets for its Clean Energy Implementation Plan (CEIP) as required by CETA. CETA sets additional requirements for City Light, such as including the social cost of carbon in avoided energy costs. This study, more broadly, supports City Light’s Clean Energy Action Plan, a 10-year action plan described in the 2020 IRP Progress Report to meet CETA requirements.
- Develops up-to-date estimates of energy conservation measure (ECM) datasets for the residential, commercial, and industrial market sectors using measures consistent with the Northwest Power and Conservation Council’s (Council) 2021 Power Plan, the Regional Technical Forum (RTF), and other data sources.
- Provides inputs into City Light’s IRP, which is completed every two years. City Light’s IRP determines the mixture of supply-side and demand-side resources required over the next 22 years to meet customer demand and looks ahead to how City Light plans to meet the 2045 100% non-emitting standard of CETA. The IRP requires a thorough analysis of potential to properly assess the reliability, cost, risk, and environmental impact of different resource portfolios for power generation as well as to assess other demand-side resources that are not part of the DSMPA.
- Informs City Light’s program planning and budget setting for customer programs and City Light’s load forecast.

This study also provides insights on the impacts of extreme climate change and accelerated electrification on the end-use load forecast and demand-side management potential by showing the results of an analysis for three different scenarios: extreme climate change, accelerated electrification, and extreme climate change combined with accelerated electrification. Details of these scenarios can be found in the *Baseline Forecast Scenarios* section of this report.

The study relies on City Light–specific data, compiled from City Light’s oversample of the 2017 Northwest Energy Efficiency Alliance (NEEA) Residential Building Stock Assessment (RBSA),⁴ NEEA’s 2019 Commercial Building Stock Assessment (CBSA),⁵ and other regional data sources. This study uses a methodology

³ CETA requires proposing interim targets for meeting the standard under RCW 19.405.040(1) during the years prior to 2030 and between 2030 and 2045. This study estimates potential over 22 years, from 2024 through 2045.

⁴ Northwest Energy Efficiency Alliance. *2017 Residential Building Stock Assessment*.

⁵ Northwest Energy Efficiency Alliance. *2019 Commercial Building Stock Assessment*.

consistent with the supply curve workbooks of Council’s 2021 Power Plan, published in March 2022.⁶ It incorporates savings and costs for all ECMs in the Council’s 2021 Power Plan workbooks and the active unit energy savings (UES) workbooks from the RTF.⁷ The *Detailed Methodology* section of this report describes the sources and data used in greater detail.

This study also shows estimates of the demand response potential to align with the Council’s demand response methodology and to provide City Light with the data it needs to meet Washington State’s CETA requirements. The methodology and findings of the demand response potential assessment are presented in Appendix E.

Lastly, this study shows estimates of the solar PV and battery potential assessment to inform City Light’s load forecasting work, 2024 IRP, and distribution planning. The methodology and findings of the solar PV and battery potential assessment are presented in Appendix F.

1.2. Scope of Analysis

For this study, Cadmus analyzed three sectors—residential, commercial, and industrial—and, where applicable, considered multiple market segments, construction vintages (new and existing), and end uses:

- Residential: Eight segments including standard-income single-family and multifamily homes (including low-rise, mid-rise, and high-rise) and highly impacted single-family and multifamily homes (including low-rise, mid-rise, and high-rise)⁸
- Commercial: 20 major commercial segments (including offices, retail, and other segments)
- Industrial: Eight segments including energy-intensive manufacturing, primarily process-driven customers, and water and wastewater treatment plants.

For each sector, Cadmus developed a baseline end-use load forecast that assumed no new future programmatic conservation and accounted for the effects of climate change,⁹ building electrification, and consumption trends related to COVID-19. The baseline forecast largely captured savings from building energy codes, equipment standards, and other naturally occurring market forces. Cadmus calculated energy efficiency potential estimates by assessing the impact of each ECM on this baseline forecast. Therefore,

⁶ The 2021 Power Plan is a regional plan that provides guidance on which resources can help ensure a reliable and economical regional power system from 2022 to 2041. The Council develops supply curves covering a variety of supply- and demand-side resources, considers how to best meet the region’s power needs across a range of future scenarios (balancing cost and risk), develops a draft plan, and gathers public input before releasing the final version.

⁷ RCW 19.285.040 requires CPAs to use methodologies consistent with those used by the Council’s most recent regional power plan.

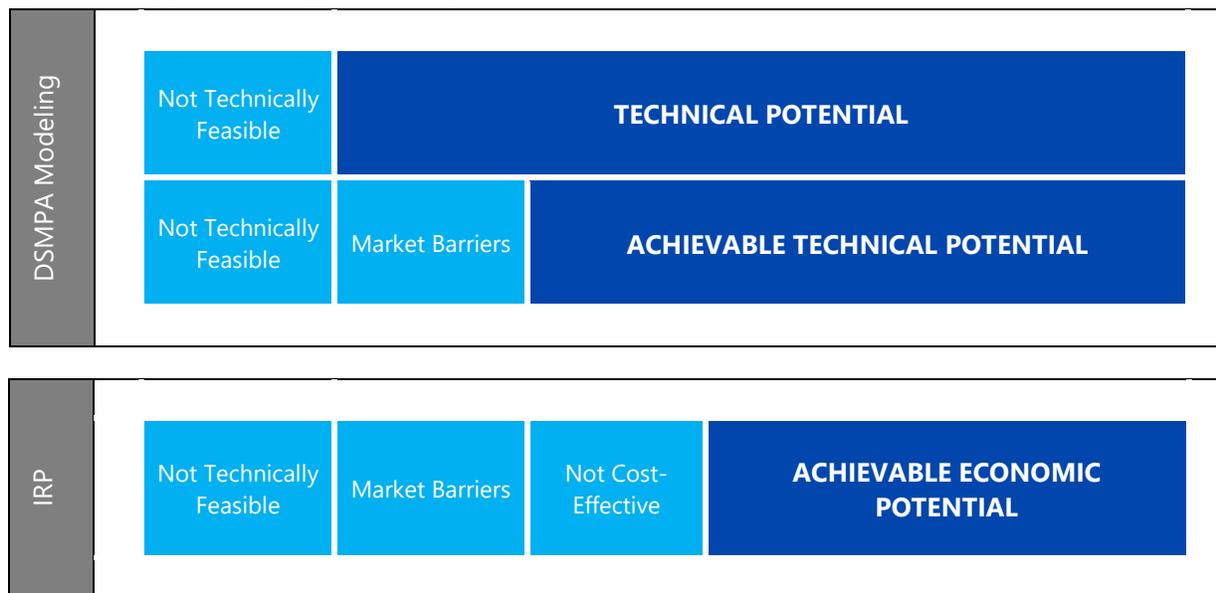
⁸ Cadmus disaggregated residential households into highly impacted and standard-income segments based on the data provided by City Light.

⁹ Cadmus did not account for the effects of climate change on the industrial sector.

conservation potential estimates presented in this report represent savings beyond codes and standards and naturally occurring savings.

Consistent with the WAC requirements, this study considers two types of energy efficiency potential, as shown in Figure 1.1. City Light determined a third potential—achievable economic—through the IRP’s optimization modeling.

Figure 1.1. Types of Energy Efficiency Potential



The three types of potential are described as follows:

- **Technical potential** assumes that all technically feasible resource opportunities may be captured, regardless of their costs or other market barriers. It represents the total energy efficiency potential in City Light’s service territory, after accounting for purely technical constraints.
- **Achievable technical potential** is the portion of technical potential assumed to be achievable during the study’s forecast, regardless of the acquisition mechanism. For example, savings may be acquired through utility programs, improved codes and standards, and market transformation.
- **Achievable economic potential** is the portion of achievable technical portion determined to be cost-effective by the IRP’s optimization modeling, in which either bundles or individual energy efficiency measures are selected based on cost and savings. The cumulative potential for these selected bundles constitutes achievable economic potential.

Cadmus provided City Light with forecasts of achievable technical potential, which City Light then entered as variables in the IRP’s optimization model to determine achievable economic potential.

To be consistent with WAC requirements of relying on cost-effective energy efficiency, Cadmus bundled the resulting forecasts of achievable technical potential by levelized costs bin for City Light’s IRP modeling team. The IRP modeling team then determined the amount of cost-effective energy efficiency that could be considered as a resource within the IRP. Details of the IRP process and the final selection of measures

considered as part of the IRP optimization model can be found in the *6.5. Development of Conservation IRP Inputs* section of this report and in Appendix D. Measure Details.

1.3. Summary of Results

The study found 139 average megawatts (aMW) of achievable technical potential in the first 10 years (cumulative in 2033) in City Light’s service territory.¹⁰ To inform I-937 and CEIP energy efficiency targets Cadmus calculated two-year and four-year cumulative achievable technical potential. Cumulative achievable technical potential equals 30 aMW in the first two years and 57 aMW in the first four years.

Furthermore, City Light used its IRP optimization model to select measures based on the levelized total resource cost (TRC). Overall, the cumulative 22-year achievable economic potential is 132 aMW, with 79 aMW acquired in the first 10 years. The *pro rata* share (20% of 10-year achievable economic potential), which represents City Light’s minimum biennial target, equals 16 aMW. All estimates of potential in this report are presented at the generator, meaning they include distribution line losses.¹¹

1.3.1. Technical Potential

Table 1.2 shows the cumulative technical potential for each sector in 2045. Overall, the study identified 263 aMW of technically feasible conservation potential by 2045—the equivalent of 21% of forecasted baseline sales. Study results are presented as a percentage of forecasted baseline sales, which provides a useful benchmark for comparison against City Light’s previous CPAs. The commercial, residential, and industrial sectors account for 22%, 24%, and 11% of the 22-year technical potential, respectively.

Table 1.2. Cumulative Technical Potential by Sector (2024–2045)

Sector	Baseline Sales– 22-Year (aMW)	Technical Potential– 22-Year (aMW)	Technical Potential as % of Baseline Sales
Residential	398	95	24%
Commercial	718	155	22%
Industrial	124	13	11%
Total	1,240	263	21%

1.3.2. Achievable Technical Potential

Table 1.3 shows the cumulative achievable technical potential for each sector in 2045. Overall, the study identified 228 aMW of technically feasible achievable potential by 2045—the equivalent of 18% of

¹⁰ An aMW refers to a unit of measure that represent one million watts (MW) delivered continuously 24 hours a day for each day of the year (for a total of 8,760 hours in non-Leap Years). A detailed description of MW and aMW can be found on the Council’s website: <https://www.nwcouncil.org/reports/columbia-river-history/megawatt>

¹¹ City Light estimates distribution line losses to be 5.5%, so the minimum biennial target at a customer site is 15 aMW.

forecasted baseline sales. The commercial, residential, and industrial sectors account for 19%, 20%, and 9% of the cumulative achievable technical potential, respectively.

Table 1.3. Cumulative Achievable Technical Potential by Sector (2024–2045)

Sector	Baseline Sales– 22-Year (aMW)	Achievable Technical Potential– 22-Year (aMW)	Achievable Technical Potential as % of Baseline Sales
Residential	398	79	20%
Commercial	718	138	19%
Industrial	124	11	9%
Total	1,240	228	18%

Table 1.4 provides two-year, four-year, 10-year, and 22-year cumulative achievable technical potential by sector. The commercial sector provides the majority of the cumulative achievable technical potential. This is due to the commercial sector’s higher baseline sales compared with those of the residential and industrial sectors.

Table 1.4. Cumulative Achievable Technical Potential by Sector and Time Period

Sector	Achievable Technical Potential (aMW)				
	2-Year (2024–2025)	4-Year (2024–2027)	10-Year (2024–2033)	22-Year (2024–2045)	20% of 10-Year Potential
Residential	5	11	34	79	7
Commercial	23	42	95	138	19
Industrial	2	4	9	11	2
Total	30	57	139	228	28

Table 1.5 provides the winter and summer technical and achievable technical capacity savings from energy efficiency by sector in 2045 in megawatts (MW). Capacity savings represent the maximum demand reduction for each season. The commercial sector accounts for the majority of the total cumulative winter and summer capacity achievable technical potential. The residential sector accounts for nearly 46% of the winter capacity achievable technical potential but only 19% of the summer capacity achievable technical potential, which reflects the relatively higher saturation of residential electric space heating loads compared with residential cooling loads.

Table 1.5. Cumulative Winter and Summer Capacity (MW) Savings by Sector (2024–2045)

Sector	Technical Potential		Achievable Technical Potential	
	Winter MW	Summer MW	Winter MW	Summer MW
Residential	153	71	127	60
Commercial	157	270	139	240
Industrial	14	14	12	12
Total	324	356	278	312

Table 1.6 provides the two-year, four-year, and 10-year summer and winter capacity savings by sector. In the first 10 years of the study period, the cumulative winter achievable technical capacity savings are 160 MW, which is 57% of the 22-year cumulative winter achievable technical capacity savings. The cumulative summer achievable technical capacity savings are 208 MW, which is 67% of the 22-year cumulative summer achievable technical capacity savings.

Table 1.6. Cumulative Winter and Summer Capacity (MW) Savings by Sector and Time Period

Sector	Cumulative Winter Achievable Technical Potential (MW)			Cumulative Summer Achievable Technical Potential (MW)		
	2-Year (2024-2025)	4-Year (2024–2027)	10-Year (2024–2033)	2-Year (2024-2025)	4-Year (2024–2027)	10-Year (2024–2033)
Residential	8	18	56	3	7	24
Commercial	22	41	94	45	80	174
Industrial	2	5	10	2	5	10
Total	33	63	160	51	92	208

1.3.3. Technical and Achievable Technical Potential Comparison to the 2022 CPA

The 2024 DSMPA identified 263 aMW of cumulative, final year technical potential, compared with 233 aMW in the 2022 CPA, as shown in Table 1.7. The 13% increase in cumulative, final year technical potential is due to several major drivers:

- The study horizon of 2022 CPA was 20 years whereas the 2024 DSMPA produces potential estimates for 22 years.
- In the 2024 DSMPA, Cadmus incorporated the impacts of building electrification and climate change in the baseline forecast.
- Cadmus made updates to the residential baseline forecast that assume a shift in heating and cooling equipment to more efficient heat pumps over time based on City Light’s assumptions about market adoption. For example, Cadmus increased new construction, single-family heat pump saturations from 3% in the base year to 31% in the final year to align with City Light’s load forecasting assumptions. While the 2022 CPA also increased heat pump saturation over time, the increase was less substantial than in the 2024 DSMPA.
- Similarly, Cadmus made updates to the residential baseline forecast that assume a shift in water heating equipment from fossil fuel water heaters to heat pump water heaters over time based on City Light’s assumptions about market adoption.
- The 2024 DSMPA included measures involving emerging technologies.

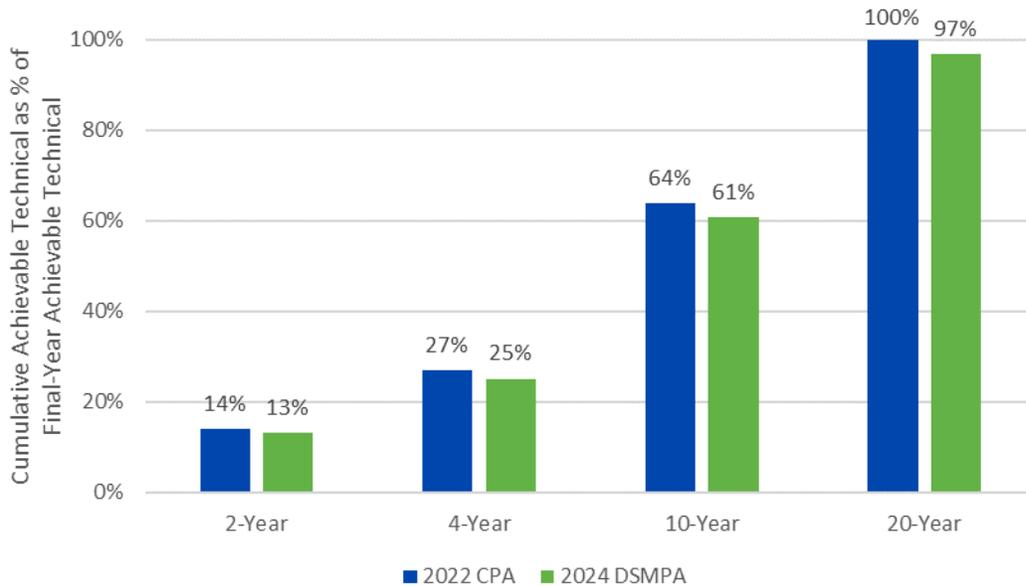
Table 1.7. Final Year Cumulative Technical Potential Comparison by Sector

Sector	2024 DSMPA			2022 CPA		
	Baseline Sales– 22 Year (aMW)	Technical Potential– 22 Year (aMW)	Technical Potential as % of Baseline Sales	Baseline Sales– 20 Year (aMW)	Technical Potential – 20 Year (aMW)	Technical Potential as % of Baseline Sales
Residential	398	95	24%	422*	90	21%
Commercial	718	155	22%	667	131	20%
Industrial	124	13	11%	91	12	13%
Total	1,240	263	21%	1,181*	233	20%

* This is the value after removing the sales due to electric vehicles (EVs).

This report section discusses each factor in detail. Figure 1.2 illustrates that the 2022 CPA realized a higher proportion of total achievable technical potential in the initial years of the study. This is because the 2022 CPA has a 20-year study horizon while the 2024 DSMPA has a 22-year horizon—meaning that there is more achievable technical potential in the 2024 DSMPA because of the two additional years.

Figure 1.2. Cumulative Achievable Technical Potential as a Percentage of Total Achievable Technical Potential



The 2024 DSMPA used the ramp rates from the 2021 Power Plan supply curve workbooks, which have ramp rates for the 2022 to 2041 period (for 20 years). As the study period extends from 2024 to 2045 (for 22 years), Cadmus took the ramp rates beginning in 2022, applied them for the first 20 years of the study (from 2024 to 2043) and extrapolated them to extend from 2043 to the final year of the study (2045) following the last three years’ trend (as described in more detail in the 6.4.2. *Achievable Technical Potential* section). It is worth noting that, as part of this study, Cadmus worked with City Light to determine the

appropriate Council ramp rates so that City Light’s program measures better align with historical program acquisition as well as with local and state policies promoting energy efficiency.

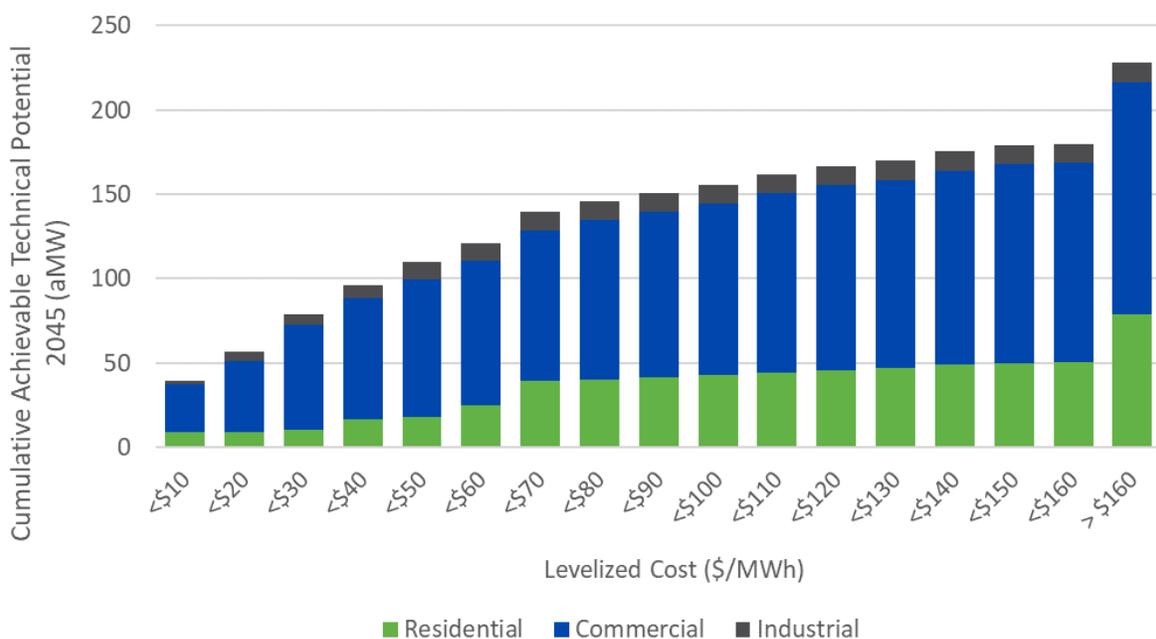
Similar to the prior CPA, this study shows the savings are front-loaded in the earlier part of the study, with the 10-year estimate representing over 60% of the 22-year achievable technical potential. Ramp rates are explained in more detail in the 6.4.2 *Achievable Technical Potential* section.

The industrial sector in the 2024 DSMPA included measures and savings methodologies based on the 2021 Power Plan, such as HVAC measures, forklift battery chargers, compressors, fans, pumps, and other motor-driven systems. Aligning with 2022 CPA, Cadmus also included measures such as industrial generator block heaters, retro-commissioning, and welder system upgrades in the 2024 DSMPA. Due to following a similar methodology, the potential in the industrial sector did not change significantly compared with the 2022 CPA. Additional details can be found in the 5.1.3. *Changes in Industrial Technical Potential* section.

1.3.4. Incorporating Conservation into City Light’s IRP

Cadmus summarized the achievable technical potential for energy efficiency, described above, by the levelized cost groups (bins) of conserved energy by customer class for inclusion in City Light’s IRP framework. We calculated these costs over a 22-year program life—the 6.5. *Development of Conservation IRP Inputs* section provides additional detail on the levelized cost methodology. Figure 1.3 shows that 79 aMW, or 35% of the cumulative 2045 achievable technical potential has a levelized cost of less than or equal to \$30 per megawatt-hour. Additionally, the figure shows that 21% of the total achievable technical potential has a levelized cost of greater than \$160 per megawatt-hour.

Figure 1.3. Electric Supply Curve – Cumulative 22-Year Achievable Technical Potential (Levelized Cost Bins)



1.3.5. Achievable Economic Potential

After incorporating the achievable technical levelized cost of conserved energy bins, City Light’s IRP model identified an optimal amount of annual conservation. Bundling resources into distinct cost groups allowed the portfolio optimization model to select the combination of conservation cost bundles by sector that provided City Light with the least-cost portfolio alongside renewable resources, while also achieving resource adequacy targets, I-937 requirements, and CETA requirements. By integrating conservation choices alongside renewable supply options into the portfolio optimization model, City Light captured the different value streams from all resources within the same analytical framework.

The resulting IRP analysis selected 132 aMW of achievable economic potential by 2045 at an optimal levelized cost for each sector, as shown in Table 1.8. Cumulative 22-year achievable economic potential accounted for 11% of the total baseline sales in 2045. The residential sector had the greatest achievable economic potential relative to baseline sales, accounting for 13% of the 2045 residential baseline sales. This was followed by the commercial sector cumulative achievable economic potential, which accounted for 10% of the 2045 commercial baseline sales. Finally, the industrial sector cumulative achievable economic potential made up 8% of the 2045 industrial baseline sales.

The IRP portfolio optimization model differentiated the levelized TRC by sector so the model can select the specific energy efficiency cost bins for each sector that best fit City Light’s portfolio and minimize the overall costs. This also recognizes that the conservation supply curves for each sector have different shapes, limits, and elasticities. As shown in Table 1.8, the achievable economic potential represents a levelized TRC of \$160 or less per megawatt-hour for residential, \$40 or less per megawatt-hour for commercial, and \$60 or less per megawatt-hour for industrial.

Table 1.8. Cumulative Achievable Economic Potential by Sector (2024–2045)

Sector	Levelized TRC (\$/MWh)	Baseline Sales 22-Year (aMW)	22-Year Achievable Economic Potential (aMW)	Achievable Economic Potential as % of Baseline Sales
Residential	160	398	50	13%
Commercial	40	718	72	10%
Industrial	60	124	10	8%
Total	N/A	1240	132	11%

Table 1.9 provides the two-, four-, 10-, and 22-year cumulative achievable economic potential estimates by sector. As shown, 14% of the total 22-year achievable economic is achieved in the first two years and 60% is achieved in the first 10 years.

Table 1.9. Cumulative Achievable Economic Potential by Sector and Time Period

Sector	Achievable Economic Potential - aMW				
	2-Year (2024-2025)	4-Year (2024-2027)	10-Year (2024-2033)	22-Year (2024-2045)	20% of 10-Year Potential
Residential	4	8	22	50	4
Commercial	12	23	49	72	10
Industrial	2	4	8	10	2
Total	18	35	79	132	16

Table 1.10 provides achievable economic potential estimates of the two-, four-, and 10-year summer and winter capacity savings by sector.

Table 1.10. Cumulative Winter and Summer Capacity (MW) Savings by Sector and Time Period

Sector	Cumulative Winter Achievable Economic Potential (MW)			Cumulative Summer Achievable Economic Potential (MW)		
	2-Year (2024-2025)	4-Year (2024-2027)	10-Year (2024-2033)	2-Year (2024-2025)	4-Year (2024-2027)	10-Year (2024-2033)
Residential	10	20	52	5	9	24
Commercial	23	36	70	31	51	93
Industrial	3	6	11	3	6	11
Total	36	62	133	39	66	128

1.3.6. Scenarios

Table 1.11 shows the baseline sales, cumulative technical potential, cumulative achievable technical potential and cumulative achievable economic potential of all sectors for each scenario in 2045. Cumulative achievable technical potential results are also presented as a percentage of forecasted baseline sales, which provides a useful benchmark for comparison against the base case.

Table 1.11. Baseline Sales, Cumulative Technical, and Achievable Technical Potential for Each Scenario (2024–2045)

Scenario	Baseline Sales– 22-Year (aMW)	Technical Potential– 22-Year (aMW)	Achievable Technical Potential– 22-Year (aMW)	Achievable Technical Potential as % of Baseline Sales	Achievable Economic Potential– 22-Year (aMW)	Achievable Economic Potential as % of Baseline Sales
Base Case	1,240	263	228	18%	132	11%
Extreme Climate Change	1,235	264	250	20%		
Accelerated Electrification	1,252	266	231	18%		
Extreme Climate Change and Accelerated Electrification	1,248	267	252	20%		

1.3.7. Highly Impacted Communities

Cadmus estimated potential impacts for highly impacted communities within the City Light service area. We considered equity by including highly impacted communities in the study segmentation. Highly impacted communities is defined as “the census tract ranks a 9 or 10 on the Environmental Health Disparities (EHD) Map, as designated by the Washington State Department of Health”. They also include the census tracts “covered or partially covered by ‘Indian Country’ as defined in and designated by statute.”¹² The EHD contains 19 criteria, which are grouped under environmental exposures (including fossil fuel pollution and vulnerability to climate change impacts that contribute to health inequities), environmental effects, socioeconomic factors, and sensitive populations. Cadmus selected highly impacted communities as the equity metric because of the data granularity available to incorporate into the DSMPA.

The highly impacted disaggregation is done based on income qualification in the City Light Utility Discount Program¹³ and Washington Environmental Health Disparities index¹⁴ for income-qualified customers. Thus, only customers with a household income equal to or less than 70% of the state median income, by household size, and with an EHD rank of 9 and higher were considered highly impacted.

¹² Washington State Department of Health. Accessed June 2023. “Instructions for Utilities to Identify Highly Impacted Communities.” <https://doh.wa.gov/data-statistical-reports/washington-tracking-network-wtn/climate-projections/clean-energy-transformation-act/ceta-utility-instructions>

¹³ City of Seattle, Seattle Public Utilities. Accessed June 2023. “Utility Discount Program.” <https://www.seattle.gov/utilities/your-services/discounts-and-incentives/utility-discount-program>

¹⁴ Washington State Department of Health. Accessed June 2023. “Washington Environmental Health Disparities Map.” <https://doh.wa.gov/data-and-statistical-reports/washington-tracking-network-wtn/washington-environmental-health-disparities-map>

1.4. Organization of This Report

This report presents the study findings in three volumes. Volume I—this document—presents the methodologies and findings of the energy efficiency potential assessment. Volume II contains appendices and provides methodologies and detailed results of demand response and solar and battery potential assessments along with supplemental materials.

Volume I includes the following chapters:

- *Methodology Overview* provides an overview of the methodology Cadmus and City Light used to estimate technical, achievable technical, and achievable economic potential.
- *Baseline Forecast* provides detailed sector-level results for Cadmus' baseline end-use forecasts along with the scenarios.
- *Energy Efficiency Potential* provides detailed sector, segment, and end-use specific estimates of conservation potential as well as a discussion of top-saving measures in each sector. It also provides the potential estimates for the scenarios.
- *Comparison to 2022 CPA* shows how this study's results (the 2024 DSMPA) compared with City Light's prior CPA.
- *Detailed Methodology* describes Cadmus' combined top-down/bottom-up modeling approach through several sections.
 - *Developing Baseline Forecasts* provides an overview of Cadmus' approach to produce baseline end-use forecasts for each sector.
 - *Baseline Forecast Scenarios* describes the scenarios in detail.
 - *Measure Characterization* describes Cadmus' approach for developing a database of ECMs, deriving from the estimates of conservation potential. This section discusses how Cadmus adapted measure data from the 2021 Power Plan, the RTF, the RBSA, the CBSA, and other sources for this study.
 - *Estimating Conservation Potential* discusses assumptions and underlying equations used to calculate technical and achievable technical potential.
 - *Development of Conservation IRP Inputs* details the 2024 DSMPA methodology of determining cost-effective conservation supply curves as an input for City Light's IRP optimization model to identify the achievable economic potential while providing an overview of the methodology from the City Light economic screening process to determine the cost-effective conservation potential for the *Energy Independence Act* and the CEIP.

Volume II contains the appendices:

- Appendix A. Washington Initiative 937 (I-937) Compliance Documentation
- Appendix B. Baseline Data
- Appendix C. Detailed Assumptions and Energy Efficiency Potential

- Appendix D. Measure Details¹⁵
- Appendix E. Demand Response Potential Assessment
- Appendix F. Solar and Battery Potential Assessment

2. Methodology Overview

This chapter gives an overview of the methodology Cadmus used in 2024 DSMPA followed by an explanation of the considerations for the design of this potential study. The methodology is described in greater detail in the 6. *Detailed Methodology* section.

2.1. Methodology: An Overview

Estimating conservation potential draws upon a sequential analysis of various ECMs in terms of technical feasibility (technical potential), expected market acceptance, and the normal barriers that could impede measure implementation (achievable technical potential).

For this assessment Cadmus took three primary steps:

- Developed the baseline forecast, which involved determining the 22-year future energy consumption by sector, market segment, and end use. We calibrated the base year (2023) to City Light’s sector-level, corporate load forecast produced in 2022. Baseline forecasts in this report included estimated impacts of market-driven efficiency, codes and standards, and City Light’s estimates of the impacts of COVID-19 on commercial and residential energy usage. They also included the impacts of building electrification and climate change. Cadmus worked with the City Light load forecast team to determine all of these impacts.
- Estimated technical potential based on the incremental difference between the baseline load forecast and an alternative forecast reflecting the technical impacts of specific energy efficiency measures.
- Estimated achievable technical potential by applying ramp rates and achievability percentages to technical potential, described in greater detail in this section.

This approach offered two advantages:

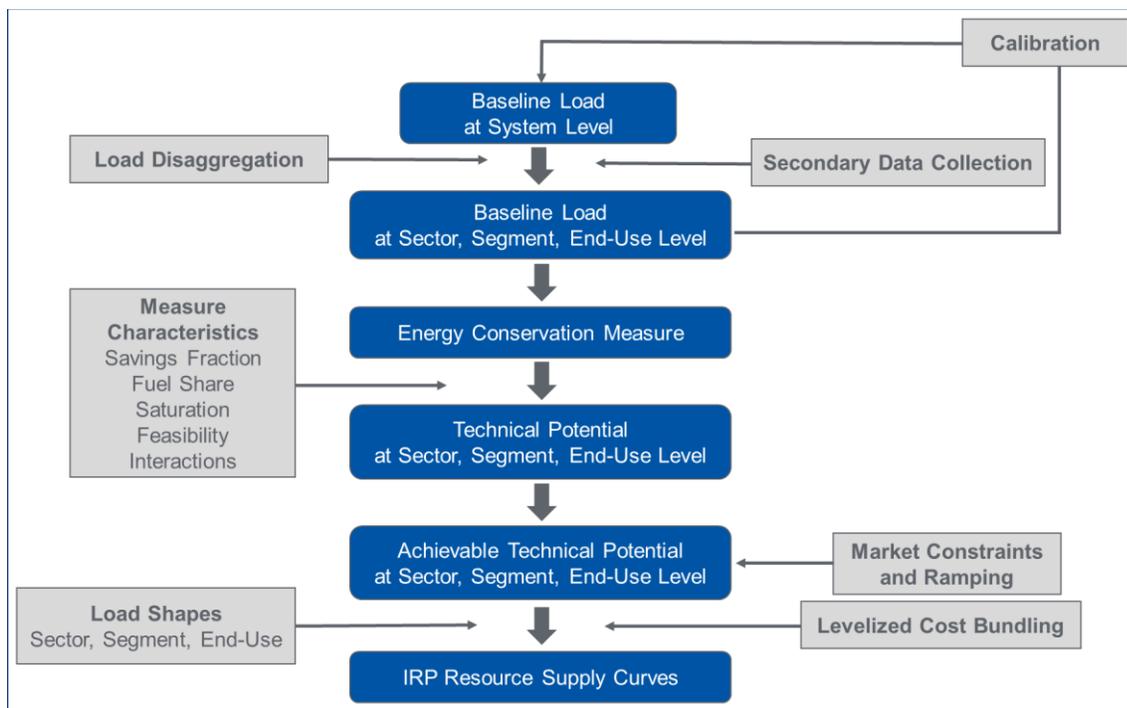
- Savings estimates were driven by a baseline forecast that is consistent with the assumptions used in City Light’s adopted 2022 corporate load forecast.
- The approach had consistency among all assumptions underlying the baseline and alternative forecasts—technical and achievable technical potential. The alternative forecasts changed relevant inputs at the end-use level to reflect ECM impacts. Because estimated savings represented the difference between baseline and alternative forecasts, they could be directly attributed to specific changes made to analysis inputs.

¹⁵ Appendix D includes sector, end-use group, and measure-level results by technical, achievable technical, and IRP selected potential (achievable economic potential).

Cadmus' general methodology can be best described as a combined top-down/bottom-up approach. As shown in Figure 2.1, the top-down component began with the most current load forecast, adjusting for building codes, equipment efficiency standards, climate change, and market trends including building electrification. Cadmus then disaggregated this load forecast into its constituent customer sectors, customer segments, and end-use components.

The bottom-up component estimates electric consumptions for each major building end-use and applies the potential technical impacts of various ECMs to each end-use. This bottom-up analysis includes assumptions of end-use equipment saturations, fuel shares, ECM technical feasibility, ECM cost, and engineering estimates of ECM unit energy consumption (UEC) and savings. A detailed description of the methodology can be found in the 6. *Detailed Methodology* section.

Figure 2.1. Overall Methodology for Assessment of Demand-Side Management Potential



In the final step, Cadmus developed energy efficiency supply curves so City Light's IRP portfolio optimization model could identify the amount of cost-effective energy efficiency. The portfolio optimization model required hourly forecasts of electric energy efficiency potential. To produce these hourly forecasts, Cadmus applied hourly end-use load profiles to annual estimates of achievable technical potential for each measure. These profiles are similar to the shapes the Council used in its 2021 Power Plan supply curves and to those the RTF used in its UES measure workbooks. New to this study, Cadmus

adopted a select set of commercial sector end-use load shapes from National Renewable Energy Laboratory's ComStock database.¹⁶

2.2. Considerations and Limitations

This study provides insights into which measures City Light could offer in future programs and is intended to inform program targets. Several other considerations about the design of this potential study may cause future program plans to differ from study results:

- The baseline forecasts are based on City Light's adopted 2022 Corporate Forecast. It includes assumptions about the impacts of COVID-19 on commercial and residential energy usage that, by default, impact the related energy efficiency potential. Due to the lack of data and knowledge about future pandemic impacts, it is possible that the near-term demand and available potential has more uncertainty than in non-pandemic times.
- This potential study uses broad assumptions about the adoption of energy efficiency measures. Program design, however, requires a more detailed examination of historical participation and incentive levels on a measure-by-measure basis. The study can inform planning for measures City Light has not historically offered or can focus the program design on areas with remaining amounts of potential identified in this study.
- This potential study does not consider program implementation barriers. Though it includes a robust, comprehensive set of efficiency measures, it does not examine whether these measures can be delivered through incentive programs or what incentive rate is appropriate. Many programs require strong trade ally networks or must overcome market barriers to succeed.
- This potential study cannot predict market changes over time. Though it accounts for changes in codes and standards as they are enacted today, the study cannot predict future changes in policies, pending codes and standards, and which new technologies may become commercially available. City Light programs are not static and have the flexibility to address changes in the marketplace, whereas the potential study estimates use information collected at a single point in time.
- This potential study does not attempt to forecast or otherwise predict future changes in energy efficiency measure costs. The study includes Council and RTF incremental energy efficiency measure costs, including equipment, labor, and operations and maintenance (O&M), but it does not attempt to forecast changes to these costs during the course of the study (except where the Council makes adjustments). For example, changes in incremental costs may impact some emerging technologies, which may then impact both the speed of adoption and the levelized cost of that measure (impacting the IRP levelized cost bundles).

¹⁶ Parker, Andrew, Henry Horsey, Matthew Dahlhausen, Marlina Praprost, Christopher CaraDonna, Amy LeBar, and Lauren Klun. March 2023. *ComStock Reference Documentation: Version 1*. Golden, CO: National Renewable Energy Laboratory. NREL/TP-5500-83819. <https://www.nrel.gov/docs/fy23osti/83819.pdf>

- This study estimated the potential for highly impacted communities separately. Because of the lack of data on program and administrative costs, Cadmus used the same program and administration costs across the DSMPA. City Light has reason to believe that these costs would be significantly higher for customers in highly impacted communities compared with customers not in highly impacted communities. City Light expects to have more data in future DSMPAs to refine these assumptions and provide the best service to highly impacted communities.
- Like the prior CPA, Commercial UEC relies on NEEA's CBSA data, which is supplemented by data from the U.S. Energy Information Administration's Commercial Buildings Energy Consumption Survey (CBECS). However, these data may not reflect the type of commercial facilities in City Light's territory and have an inherent level of uncertainty. On May 28, 2021, the Council's Conservation Resources Advisory Committee reiterated that additional research for the region is needed to develop more reliable energy use intensity data for commercial buildings. In addition, Seattle contains many large multifamily buildings with insufficient primary data (such as baseline stock characteristics). For example, this potential study assessed the impacts of the 2021 Seattle Energy Code and incorporated the code as best as possible. Data were limited on the natural gas fuel shares of equipment in multifamily construction, and therefore it was difficult to correctly estimate the impact of this 2021 code. As a result, this potential study has limited insight to inform the remaining potential in this segment and requires further research.
- This study uses City Light's nonresidential database to identify sales and the number of customers for each commercial market segment. This includes historical sales and number of customers for nonresidential buildings, as well as annual forecasts of commercial square footage for each commercial market segment.
- This study applied accelerated ramp rates to approximate the impact of the Inflation Reduction Act (IRA) and state and local initiatives. Across the base results and electrification scenarios, this study informs a range of results that can be used to indirectly infer the possible impact of the IRA, but there remains uncertainty in how IRA will impact the energy landscape in Washington state.
- This study modeled the impacts of climate change by increasing cooling load and decreasing heating load over time. The study assumes cooling loads steadily increase year after year and heating loads steadily decrease. In reality, year-to-year weather fluctuations mean that cooling loads will increase and decrease year-to-year while the overall trend is increasing cooling loads over time. In addition, this study uses a prediction of weather changes and acknowledge there is a level uncertainty in such predictions.

Though these considerations and limitations impact the DSMPA, it is worth noting that Chapter 194-37 of the WAC requires City Light to complete and update a conservation potential assessment every two years. City Light can then address some of these considerations over time and mitigate short- and mid-term uncertainties by continually revising DSMPA assumptions to reflect changes in the market.

3. Baseline Forecast

An assessment of demand-side management potential begins with developing baseline end-use load forecasts, followed by calibrating results to City Light's corporate load forecast in the base year (2023).

This chapter will briefly describe the methodology of this analysis followed by the results, presented for each sector separately.

3.1. Scope of Analysis

Cadmus started the analysis by developing separate baseline end-use load forecasts over a 22-year (2024 to 2045) planning horizon for each of the three sectors: residential, commercial, and industrial. We then calibrated these forecasts to City Light’s corporate load forecast in the base year (2023). The forecasts do not include future programmatic conservation, but they do account for enacted equipment standards and building energy codes and the impacts of COVID-19, building electrification, and climate change.

For each sector, Cadmus further distinguished the results by building segments, facility types, and applicable end uses:

- Sixteen residential segments of existing and new construction:
 - Single-family, single-family highly impacted
 - Multifamily low-rise, multifamily low-rise highly impacted, multifamily mid-rise, multifamily mid-rise highly impacted, multifamily high-rise, multifamily high-rise highly impacted¹⁷
- Forty commercial segments, which include new and existing construction for 20 standard commercial segments
- Eight industrial segments (existing construction only), including water and wastewater treatment segments¹⁸

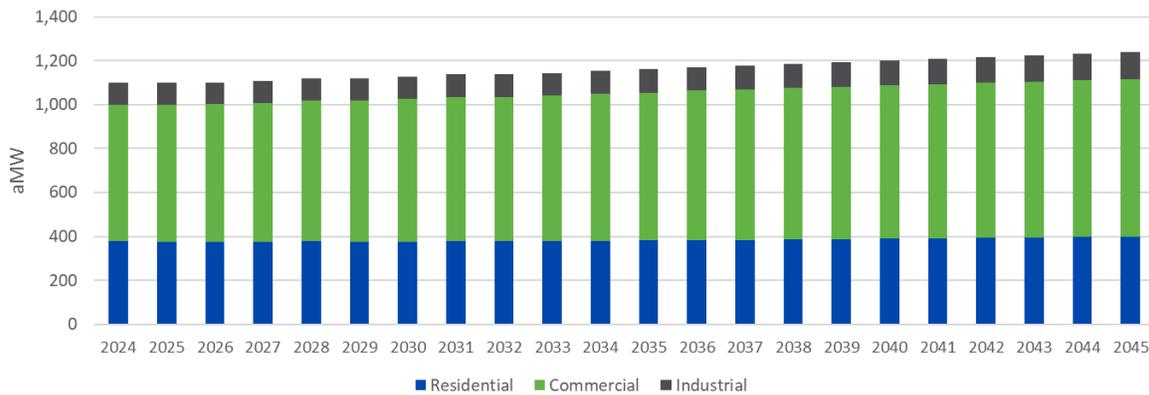
Cadmus and City Light’s load forecast team worked together to develop a baseline forecast that aligned with City Light’s 2022 adopted corporate load forecast. To achieve this, Cadmus modified the residential baseline forecast to include assumptions about building electrification (based on the moderate market advancement scenario of the Electric Power Research Institute’s (EPRI’s) “Phase 2 – Seattle City Light Electrification Assessment” study) and climate change (by changing heating and cooling UECs and cooling equipment saturations over time). These changes are detailed in the following section as well as in the 6. *Detailed Methodology* section.

Figure 3.1 shows the distribution of projected sales by sector for the 2024 through 2045 period. In 2045, the commercial sector will account for roughly 58% of projected sales, while the residential and industrial sectors will account for 32% and 10%, respectively.

¹⁷ Multifamily low-rise is defined as multifamily buildings with one to three floors, while mid-rise is defined as buildings with four to six floors and high-rise is defined as buildings with more than six floors. The multifamily common area is treated within the commercial sector.

¹⁸ Although City Light’s internal classification system considers water and wastewater treatment segments as part of the commercial sector, to align with 2021 Northwest Power Plan, Cadmus included these two segments in the industrial sector. For this purpose, Cadmus removed water and wastewater treatment plants’ sales (including the sales of King County Wastewater Treatment Plant and Seattle Public Utilities) from commercial sales and added it to industrial sales.

Figure 3.1. Annual Baseline Sales by Sector (2024–2045)



3.2. Residential

Cadmus considered eight residential segments with 28 end uses. Table 3.1 lists the residential segments and end uses considered as well as the broad end-use groups used in this study. Overall, the residential sector accounted for approximately 32% of total baseline sales.

Cadmus used City Light’s 2022 residential household forecast in the baseline forecast. Cadmus disaggregated these households into standard-income and highly impacted segments.

For this study, Cadmus, first, defined equity to represent the vulnerable populations and highly impacted communities within the City Light service area as described below:

- Vulnerable populations are “population groups that are more likely to be at higher risk for poor health outcomes in response to environmental harms, due to: (i) Adverse socioeconomic factors, such as unemployment, high housing and transportation costs relative to income, limited access to nutritious food and adequate health care, linguistic isolation, and other factors that negatively affect health outcomes and increase vulnerability to the effects of environmental harms; and (ii) sensitivity factors, such as low birth weight and higher rates of hospitalization.”¹⁹
- Highly Impacted Communities is defined as “the census tract ranks a 9 or 10 on the EHD Map, as designated by the Washington State Department of Health”. They also include the census tracts “covered or partially covered by ‘Indian Country’ as defined in and designated by statute.”²⁰ The EHD contains 19 criteria which are grouped under environmental exposures (including fossil fuel

¹⁹ Washington State Legislature. RCW 70A.02.010. “Revised Code of Washington. Title 70A Environmental Health and Safety” <https://app.leg.wa.gov/RCW/default.aspx?cite=70A.02.010>

²⁰ Washington State Department of Health. Accessed June 2023. “Instructions for Utilities to Identify Highly Impacted Communities.” <https://doh.wa.gov/data-statistical-reports/washington-tracking-network-wtn/climate-projections/clean-energy-transformation-act/ceta-utility-instructions>

pollution and vulnerability to climate change impacts that contribute to health inequities), environmental effects, socioeconomic factors, and sensitive populations.

Between two equity descriptions, Cadmus selected the highly impacted communities because of the data granularity available to incorporate into the DSMPA. In addition, this study assumes climate change and it aligns well with the highly impacted definition that includes environmental impacts. The highly impacted disaggregation is done based on income qualification in the City Light Utility Discount Program²¹ and Washington Environmental Health Disparities index²² for income-qualified customers. Thus, only customers with a household income of equal to or less than 70% of the state median income, by household size, and with an EHD rank of 9 and higher were considered highly impacted.

Cadmus combined the highly impacted communities' distributions by building type with residential household forecasts, estimates of end-use saturations, fuel shares, efficiency shares, and UEC to produce a sales forecast through 2045. This approach is described in the 6.1. *Developing Baseline Forecasts* section.

²¹ City of Seattle, Seattle Public Utilities. Accessed June 2023. "Utility Discount Program." <https://www.seattle.gov/utilities/your-services/discounts-and-incentives/utility-discount-program>

²² Washington State Department of Health. Accessed June 2023. "Washington Environmental Health Disparities Map." <https://doh.wa.gov/data-and-statistical-reports/washington-tracking-network-wtn/washington-environmental-health-disparities-map>

Table 3.1. Residential Segments and End Uses

Segments	End-Use Group	End Uses
Single-Family Multifamily – High-Rise Multifamily – Mid-Rise Multifamily – Low-Rise Single-Family – Highly impacted Multifamily – High-Rise Highly impacted Multifamily – Mid-Rise Highly impacted Multifamily – Low-Rise Highly impacted	Appliances	Cooking Oven Cooking Range Dryer Freezer Refrigerator
	Cooling	Cool Central Cool Room
	Electronics	Computer – Desktop Computer – Laptop Copier DVD Player Printer Home Audio System Set-Top Box Television Multifunction Device Plug Load (Other)
	Exterior Lighting	Lighting Exterior Standard
	Heating	Air-Source Heat Pump with Back-Up Ductless Heat Pump – Central Heat Ductless Heat Pump – Central Heat with Back-Up Ductless Heat Pump – Room Heat Ductless Heat Pump – Room Heat with Back-Up Circulation – Domestic Hot Water Circulation – Hydronic Heating Heat Central Heat Pump Heat Room Ventilation – Air
	Interior Lighting	Lighting Interior Linear Fluorescent Lighting Interior Specialty Lighting Interior Standard Lighting Exterior Standard
	Miscellaneous	Air Purifier Other Wastewater Pool Pump
	Water Heating	Water Heat GT 55 Gallon Water Heat LE 55 Gallon

Figure 3.2 shows residential sales by segment for each year of the study. City Light projects that more than 60,000 new housing units will be built by 2045. New multifamily units account for about 50% of new residential construction, so both multifamily and single-family segment baseline sales are expected to increase at a similar rate, as shown in Table 3.2.

Figure 3.2. Annual Residential Baseline Sales by Segment (2024–2045)

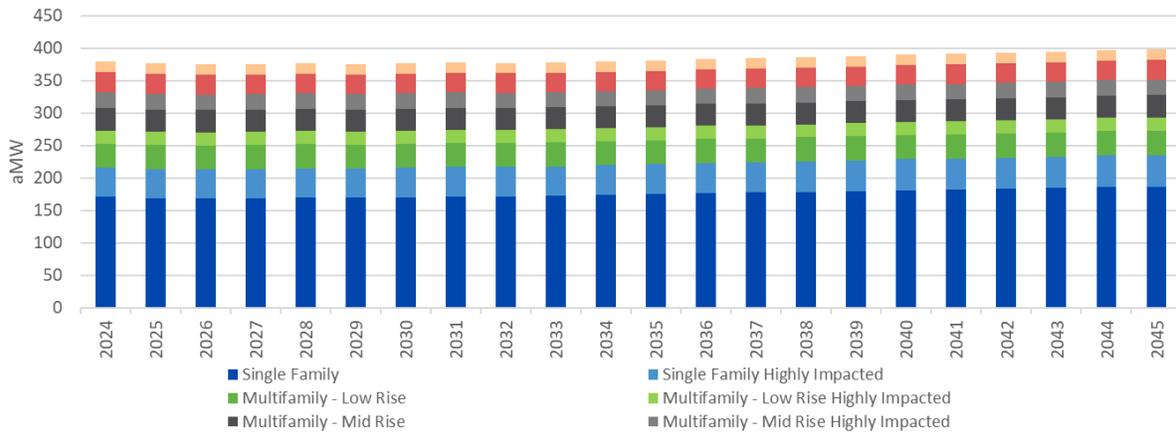


Table 3.2. Residential Baseline Sales and Housing Units by Segment

Sector	Sales (aMW)		Housing Units	
	2024	2045	2024	2045
Single-Family	171	187	169,790	194,491
Single-Family Highly Impacted	45	49	44,325	50,774
Multifamily – Low-Rise	37	38	48,533	55,593
Multifamily – Low-Rise Highly Impacted	20	20	26,360	30,195
Multifamily – Mid-Rise	35	34	47,837	54,797
Multifamily – Mid-Rise Highly Impacted	24	24	33,161	37,985
Multifamily – High-Rise	31	30	42,564	48,756
Multifamily – High-Rise Highly Impacted	17	16	22,753	26,063
Total	380	398	435,324	498,654

In the base year (2023), Cadmus calibrated baseline forecasts to City Light’s load forecast, ensuring that the study’s starting point aligned with the starting point of City Light’s forecasts. Cadmus then produced a residential forecast.

Figure 3.3 shows the residential baseline forecast by end use. Overall, City Light’s residential forecast increases by approximately 5% over the 22-year horizon. This is primarily due to assumptions for the greater saturation of electric heat pumps as a result of electrification and for the greater saturation of air conditioning (AC) units as a result of climate change. The figure also shows that heating and appliances are the top two consuming end-use groups, accounting for a combined 59% of residential consumption. The next three highest forecasted end-use groups are water heating (17.5%), electronics (15.2%), and interior lighting (3.3%).

Figure 3.3. Annual Residential Baseline Forecast by End-Use Group (2024–2045)

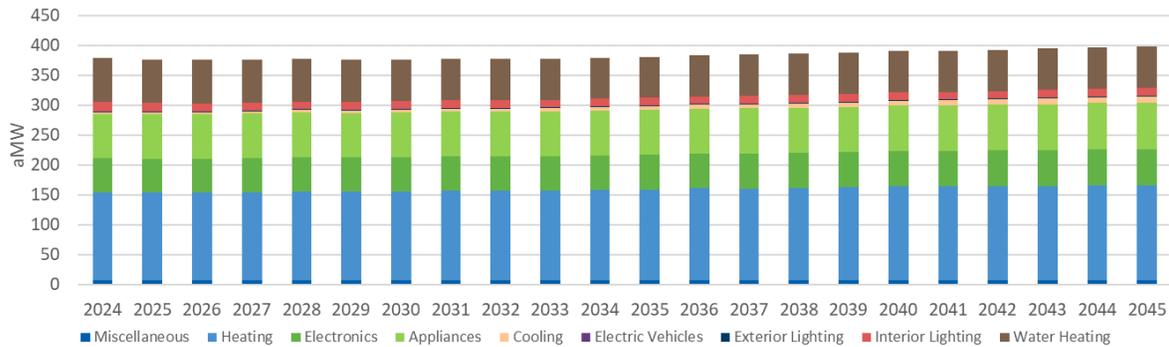


Table 3.3 shows the assumed average electric consumption per household for each residential segment in 2045. Differences in the average consumption for each segment drive either differences in UEC, saturations, fuel shares,²³ or any combination of differences. Appendix B includes detailed baseline data for the residential sector.

Table 3.3. Per Household Baseline Sales (kWh/Home) by Sector and End-Use Group – 2045

End-Use	Single-Family	Multifamily – Low-Rise	Multifamily – Mid-Rise	Multifamily – High-Rise
Miscellaneous	169	104	86	86
Heating	3,171	2,467	2,401	2,369
Electronics	1,420	756	665	717
Appliances	1,732	890	1,059	1,059
Cooling	161	203	197	197
Exterior Lighting	50	0	1	1
Interior Lighting	346	124	118	118
Water Heating	1,367	1,398	918	918
Total	8,417	5,942	5,445	5,465

Note: Highly impacted kilowatt-hour per home values are equivalent to those for non-highly impacted homes.

Table 3.4 shows the electric end-use group distributions of the baseline consumption in 2045 by building type. For each building type, heating makes up greater than 25% of the building type consumption in 2045 and is the end-use group with the largest consumption.

²³ Fuel shares refer to the percentage of end-use equipment that is electric for end uses where customers have the option of electricity or another fuel. Residential end uses where multiple fuels are an option include central furnace space heating, water heating, cooking, and dryers.

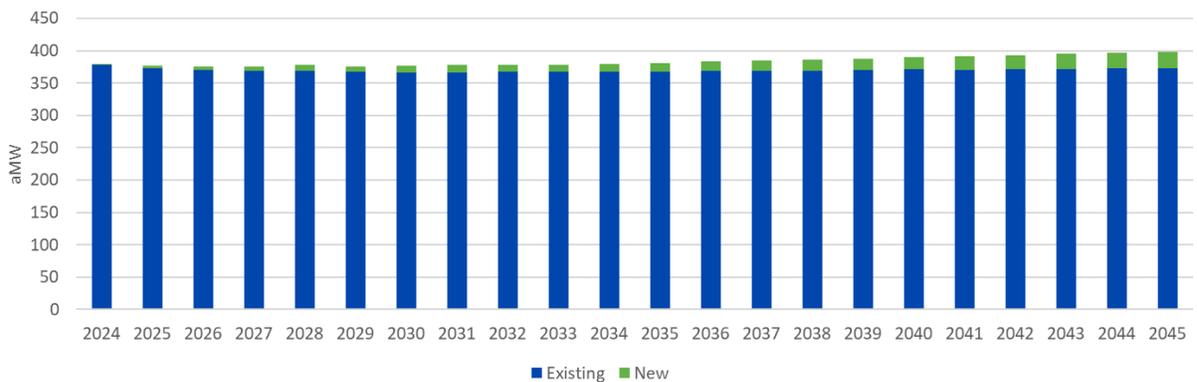
Table 3.4. Residential Consumption End-Use Group Distributions by Segment – 2045

End-Use	Single-Family	Multifamily – Low-Rise	Multifamily – Mid-Rise	Multifamily – High-Rise
Miscellaneous	2%	2%	2%	2%
Heating	38%	42%	44%	43%
Electronics	17%	13%	12%	13%
Appliances	21%	15%	19%	19%
Cooling	2%	3%	4%	4%
Exterior Lighting	1%	0.01%	0.02%	0.02%
Interior Lighting	4%	2%	2%	2%
Water Heating	16%	24%	17%	17%
Total	100%	100%	100%	100%

Note: Highly impacted end use percentage distribution values are equivalent to the non-highly impacted.

Figure 3.4 shows forecasted residential sales by construction vintage over the study horizon. Study results indicate that approximately 7% of 2045 sales will derive from new construction homes.

Figure 3.4. Annual Residential Baseline Sales by Construction Vintage (2024–2045)



3.3. Commercial

Cadmus considered 20 commercial building segments and 18 end uses. Table 3.5 shows the commercial segments and end uses considered in this study as well as the corresponding segment and end-use groups presented in this report. Cadmus chose commercial segments for consistency with the 2021 Power Plan with one exception: the multifamily common area was not a standalone segment in the 2021 Power Plan. Overall, the commercial sector accounts for 718 aMW, or 58% of total baseline sales in 2045.

Table 3.5. Commercial Segments and End Uses

Segment Group	Segment	End-Use Group	End-Uses
Assembly	Assembly	Cooking	Cooking
Data Center	Data Center	Cooling	Cooling Chiller
Hospital	Hospital		Cooling Direct Expansion
Large Grocery	Supermarket	Data Center	Data Center
Large Office	Large Office		Server
		Medium Office	Heat Pump
Lodging	Lodging	Heating	Space Heat
Multifamily Common Area	Multifamily Common Area	Lighting	Exterior Lighting
Miscellaneous	Other		Interior Lighting
Other Health	Residential Care	Miscellaneous	Computer – Desktop
Restaurant	Restaurant		Computer – Laptop
Retail	Large Retail		Other ^a
	Medium Retail	Plug Load (Other)	
	Small Retail	Wastewater	
	Extra Large Retail	Refrigeration	
School	School K–12	Ventilation and Circulation	Ventilation and Circulation
Small Grocery	Mini Mart	Water Heat	Water Heat GT 55 Gallon
Small Office	Small Office		Water Heat LE 55 Gallon
University	University		
Warehouse	Warehouse		

^a Other end uses include all undefined loads such as elevators, automatic doors, and process loads.

Cadmus used City Light’s nonresidential database to identify sales and the number of customers for each commercial market segment. The database combined City Light’s billing data with King County Assessor data, as well as with other secondary data sources, to identify the customer segment and consumption for each nonresidential customer. These data served as the basis for Cadmus’ segmentation of the commercial sector.

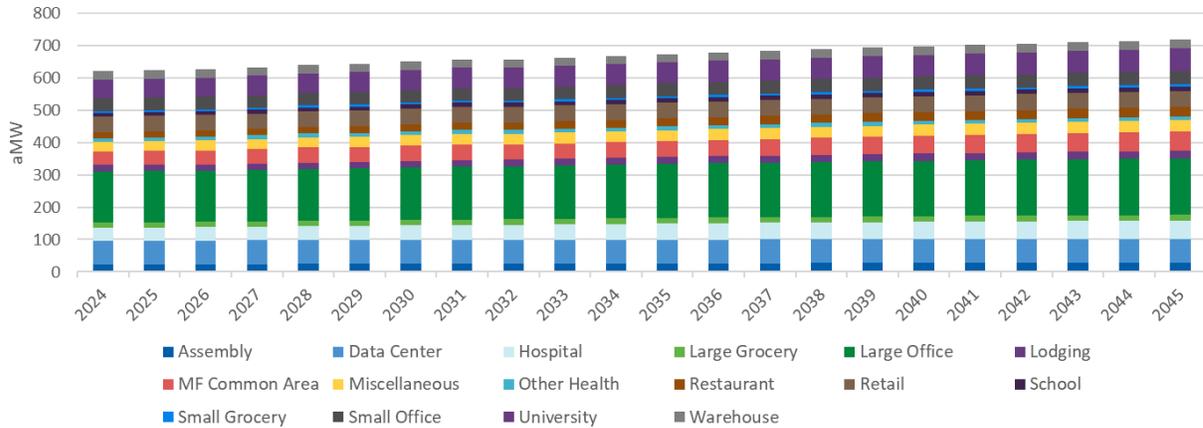
Cadmus also classified customers as commercial or industrial based on City Light’s premise-level nonresidential customer database. Commercial customers are mapped to the segments listed in Table 3.5. (Industrial customers are mapped to the segments listed in Table 3.6, shown in the 3.4. *Industrial* section.)

To align with the City Light load forecast team’s commercial building square footage, Cadmus adjusted the commercial building counts per segment, based on average square footage per building type from the 2022 CPA.

Figure 3.5 shows the distribution of baseline commercial energy consumption by segment for each year of the study. Large offices accounted for 24% of commercial baseline sales. Data center, university, and

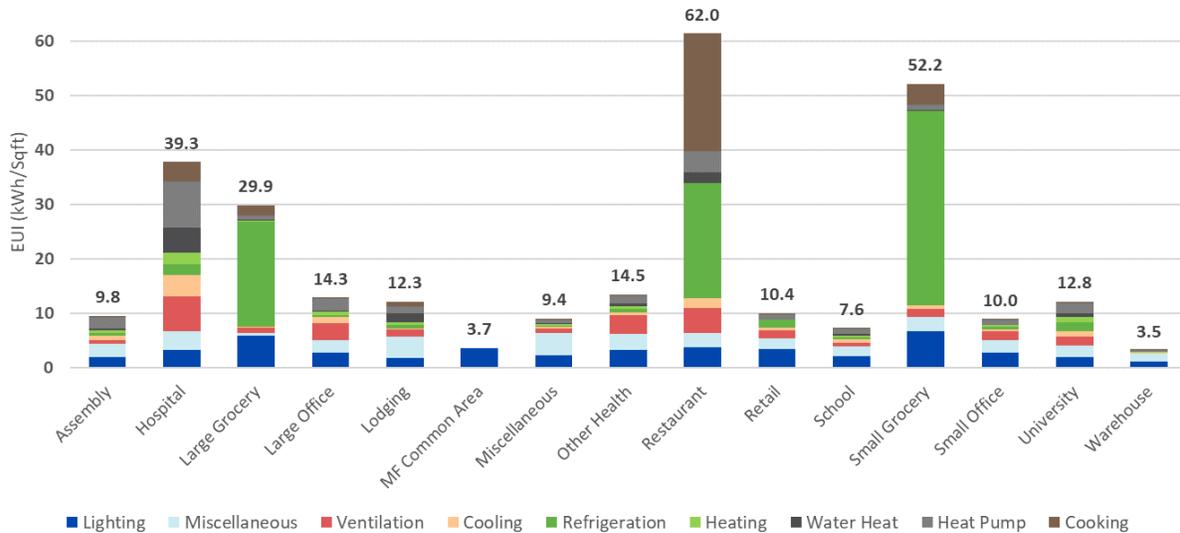
multifamily common areas accounted for 10%, 10%, and 8% of baseline sales, respectively. Together, these segments represent 53% of all commercial-sector sales.

Figure 3.5. Annual Commercial Baseline Sales by Segment (2024–2045)



Cadmus developed the whole-building electric energy intensities (total kilowatt-hours per building square feet) based on NEEA’s CBSA IV. To develop the end-use intensities, Cadmus used the CBSA, the CBECS, and other Cadmus research. Further details are provided in the 6.1 *Developing Baseline Forecasts* section. Figure 3.6 shows energy use intensities for each building type and end-use group.

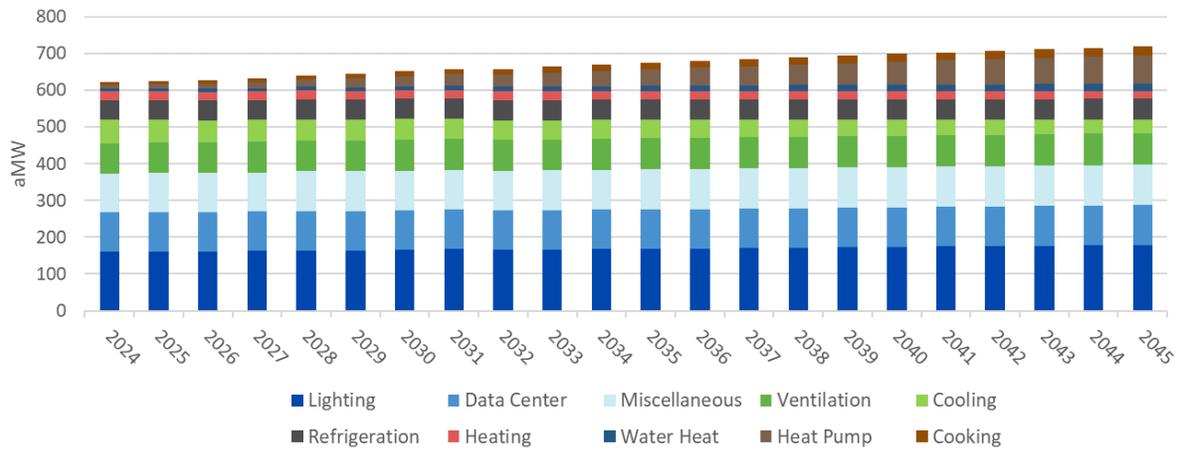
Figure 3.6. Commercial End-Use Group Intensities by Building Type – 2045



Note: The data center segment energy use intensity of 181.5 kWh per square foot is not included due to scaling. Additionally, all the consumption for the data center segment appears in the data center end-use group.

Figure 3.7 shows the commercial baseline forecast by end-use group. The forecast shows a load growth of commercial sales by roughly 0.7% on average per year over the study horizon. The highest consuming end-use group was lighting, accounting for 25% of projected commercial consumption in 2045 (approximately the same percentage of overall end use as in 2024). The miscellaneous, data center, and ventilation end-use groups also account for a large share of consumption, at 17%, 17%, and 13% of projected commercial sales in 2045, respectively. Appendix B includes detailed baseline data for the commercial sector.

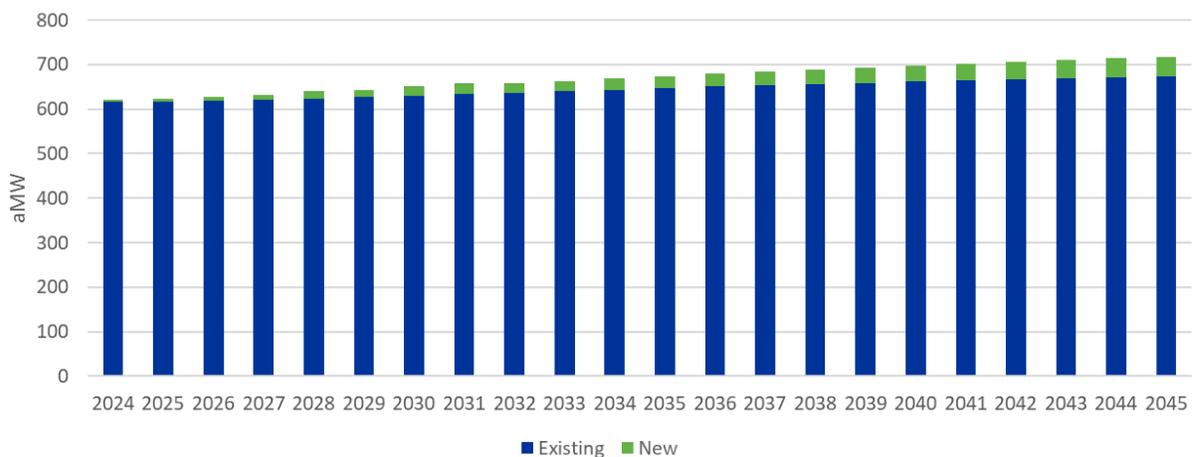
Figure 3.7. Annual Commercial Forecast by End-Use Group (2024–2045)



Note: The Miscellaneous end-use group includes laptops, desktops, and all other plug load and wastewater end uses.

New commercial floorspace is a significant contributor to load growth in the commercial sector. By 2045, 6% of the forecasted load will come from new construction. Figure 3.8 shows the commercial baseline forecast by construction vintage.

Figure 3.8. Annual Commercial Forecast by Construction Vintage (2024–2045)



3.4. Industrial

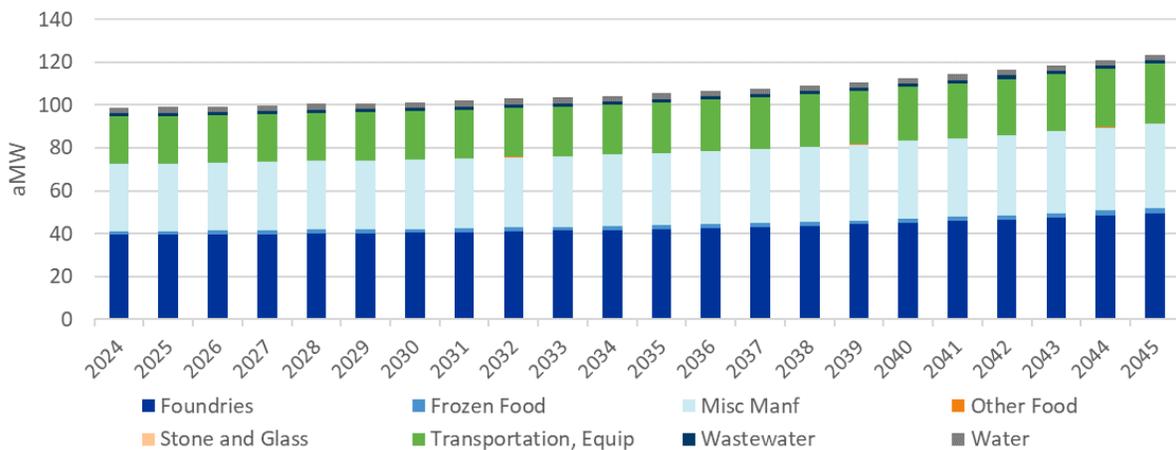
Cadmus disaggregated City Light’s forecasted industrial sales into eight facility types/segments and 11 end-uses, as shown in Table 3.6. Overall, the industrial sector accounted for 124 aMW, or 10% of City Light’s overall forecasted baseline sales in 2045. The sector included City Light’s customers with known industrial processes in addition to customers who contribute wastewater and water treatment loads.

Table 3.6. Industrial Segments and End Uses

Segments	End Uses
Foundries	Process Air Compressor
	Lighting
Frozen Food	Fan
	Pump
Miscellaneous Manufacturing	Motors (Other)
	Process (Other)
Other Food	Process Heat
	HVAC
Stone and Glass	Other
	Process Electro Chemical
Transportation, Equipment	Process Refrigeration
Wastewater	
Water	

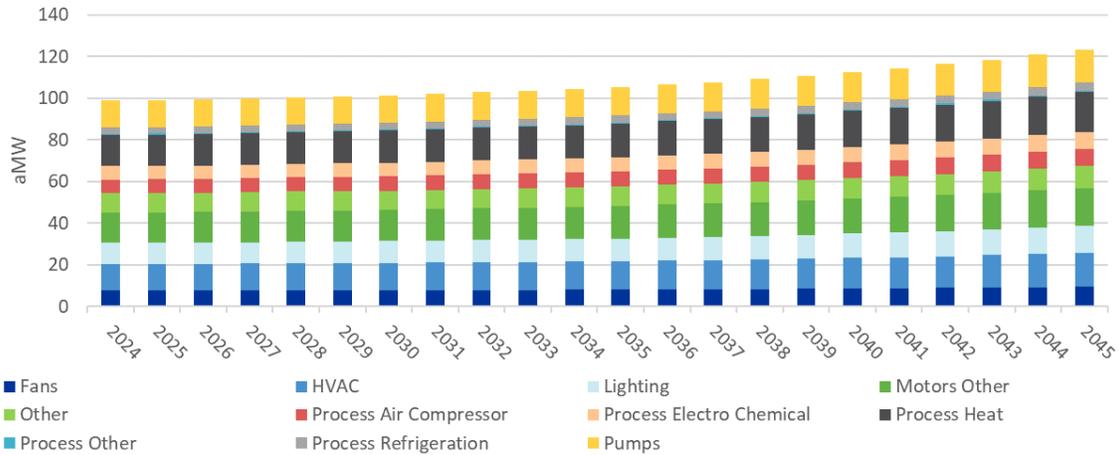
Like for the commercial sector, Cadmus relied on City Light’s nonresidential customer database to determine the distribution of baseline sales by segment. Foundries account for 40% of industrial baseline sales; the next largest segments are miscellaneous manufacturing (32%) and transportation equipment (23%).

Figure 3.9. Annual Industrial Baseline Sales by Segment (2024–2045)



Cadmus relied on end-use distributions provided in the 2021 Power Plan’s industrial tool to disaggregate segment-specific consumption into end uses. Figure 3.10 shows industrial baseline sales forecast by end use.

Figure 3.10. Annual Industrial Baseline Sales by End-Use (2024–2045)



3.5. Scenarios

Cadmus worked with the City Light load forecast team to define three baseline sales forecast scenarios, listed in Table 3.7 and shown in Figure 3.11. We then updated the baseline sales to reflect the impacts of these scenarios. Details of these scenarios are provided in the 6. *Detailed Methodology* chapter.

Table 3.7. Baseline Sales Forecast Scenario Descriptions

Scenario	Definition
Extreme Climate Change	Reflects the impacts of higher temperatures on the residential and commercial forecast based on cooling degree days (CDDs) and heating degree days (HDDs) associated with the CanESM2 model ²⁴ provided by City Light. Note that because the CanESM2 model exhibited volatile year-over-year temperature patterns, this was reflected in the modeling output, creating a “zig zag” effect. Also reflects the impacts of higher AC saturations on the residential forecast by increasing the final year AC saturation to 85%.
Accelerated Electrification	Reflects higher building electrification adoption rates based on the accelerated market advancement scenario of EPRI’s “Phase 2 – Seattle City Light Electrification Assessment” study.
Extreme Climate Change and Accelerated Electrification	Reflects the combined impacts of the extreme climate change and accelerated electrification scenarios.

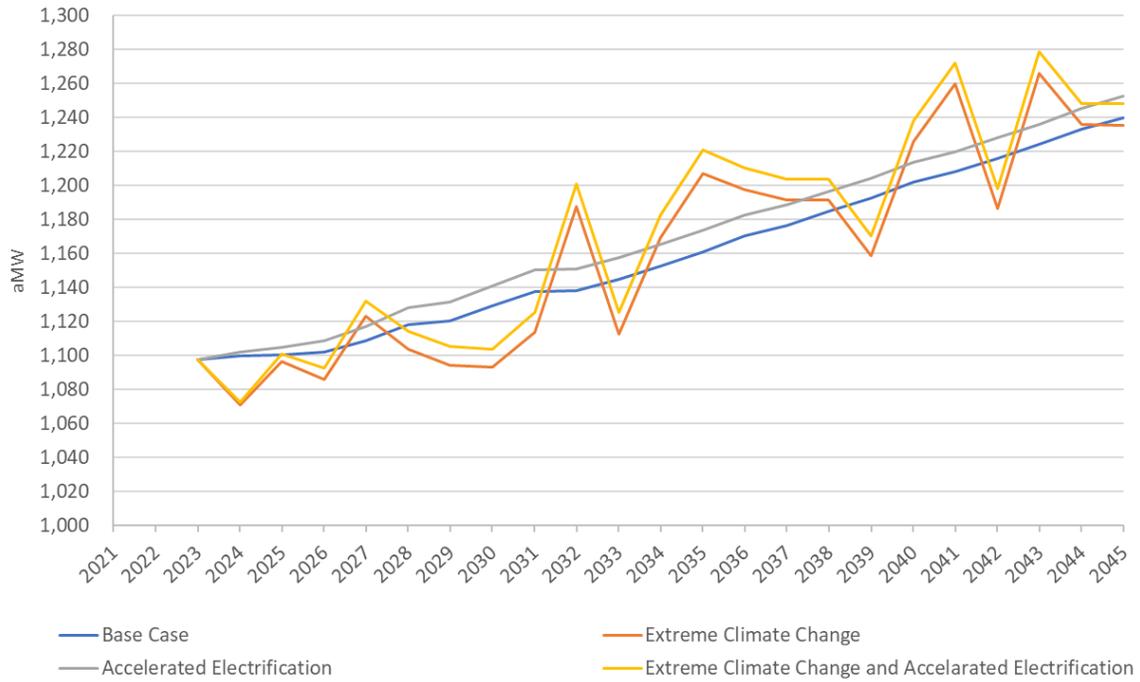
²⁴ The second generation Canadian Earth System Model, CanESM2, is the fourth generation of the coupled global climate model, CGCM4, developed by the Canadian Centre for Climate Modelling and Analysis of Environment and Climate Change Canada. For more information, visit <https://www.canada.ca/en/environment-climate-change/services/climate-change/science-research-data/modeling-projections-analysis/centre-modelling-analysis/models/second-generation-earth-system-model.html>. City Light performed additional bias correction of this model to account for geographic resolution issues.

Figure 3.11. Baseline Sales Forecast Scenarios

Scenario	What's Included	
	Building Electrification	Climate Change
Base Case	Moderate	Moderate
Extreme Climate Change	Moderate	More Extreme
Accelerated Electrification	Accelerated	Moderate
Extreme Climate Change and Accelerated Electrification	Accelerated	More Extreme

Figure 3.12 shows baseline sales when the impacts of each scenario are considered. The following subsections present these impacts for each sector separately. Note that for the extreme climate change scenarios, the volatile year-over-year temperature patterns exhibited in the CanESM2 model were reflected in the modeling output, creating a “zig zag” effect.

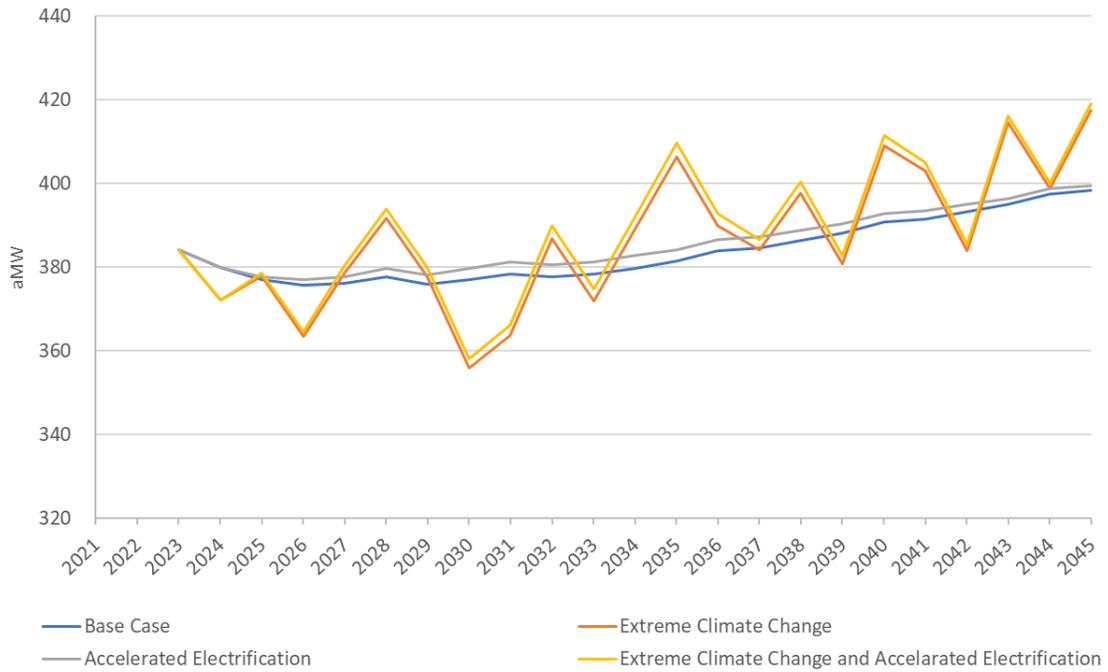
Figure 3.12. Annual Baseline Sales for All Three Sectors Combined for Each Scenario (2024–2045)



3.5.1. Residential

Figure 3.13 shows the residential baseline sales for each scenario for each year of the study.

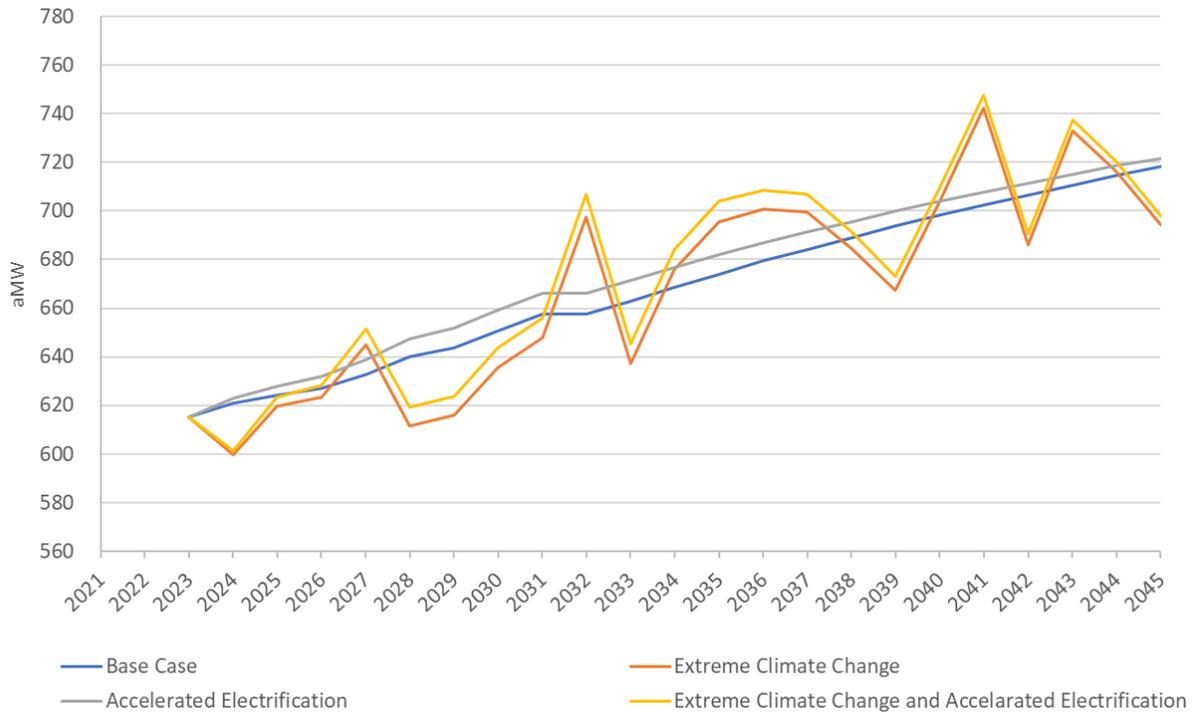
Figure 3.13. Annual Residential Baseline Sales for Each Scenario (2024–2045)



3.5.2. Commercial

Figure 3.14 shows the commercial baseline sales for each scenario for each year of the study.

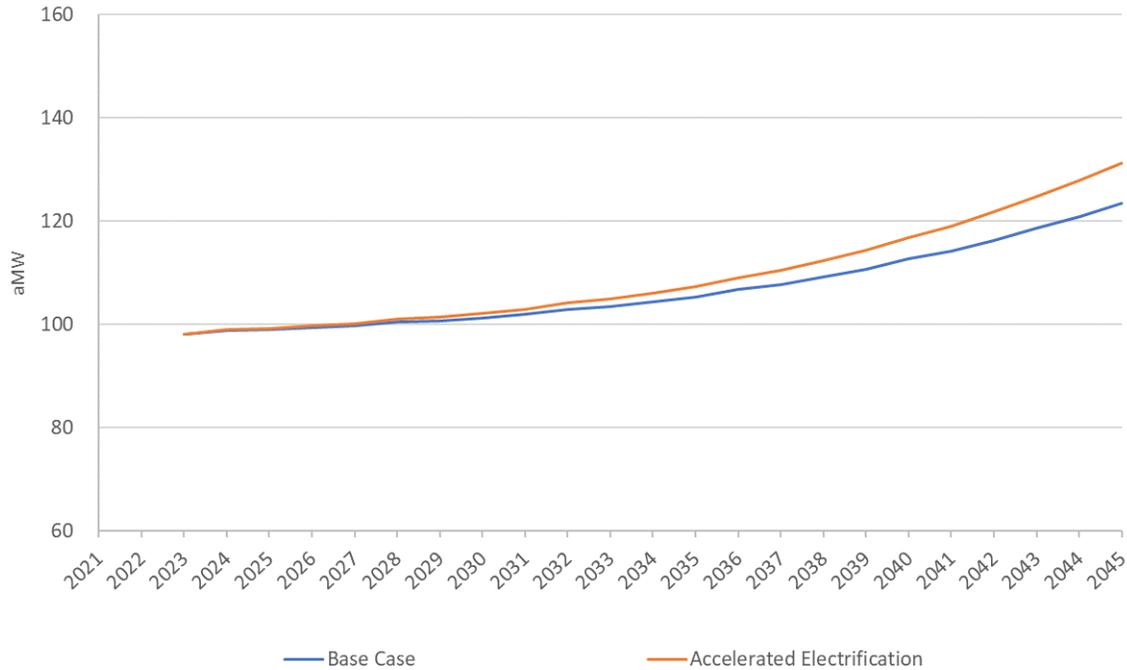
Figure 3.14. Annual Commercial Baseline Sales for Each Scenario (2024–2045)



3.5.3. Industrial

Climate change is assumed to not impact the industrial sector and only the accelerated electrification scenario was evaluated, as shown in Figure 3.15.

Figure 3.15. Annual Industrial Baseline Sales for Base Case and Accelerated Electrification Scenario (2024–2045)



4. Energy Efficiency Potential

City Light requires accurate estimates of technically achievable energy efficiency potential, which are essential for its IRP and program planning efforts. These potentials are then bundled based on levelized cost of conserved energy so that the IRP model can select the optimal amount of energy efficiency potential.

In order to support these efforts, Cadmus performed an in-depth assessment of technical potential and achievable technical potential in three sectors: residential, commercial, and industrial. This chapter presents the detailed results of this assessment.

4.1. Overview

This study included a comprehensive set of conservation measures, including those assessed by the Council in the 2021 Power Plan and by the RTF. Cadmus began its analysis by assessing the technical potential of hundreds of unique conservation measures applicable to each sector, segment, and construction vintage (as discussed in the *Baseline Forecast* section).

Cadmus considered 10,257 permutations of conservation measures representing a wide range of technologies and applications. Permutations are defined as unique measure, sector, segment, end-use, construction vintage, and baseline combinations that have technical potential (no below-standard

measures were included). For example, an ENERGY STAR® air purifier for residential single-family new construction with a market average baseline is a different permutation than an ENERGY STAR® air purifier for residential single-family existing construction with a market average baseline. Table 4.1 lists the number of conservation measures and permutations by sector considered in this study.

Table 4.1. Measures and Permutations

Sector	Measures	Permutations
Residential	152	3,940
Commercial	1,063	6,135
Industrial	33	182
Total	1,248	10,257

Table 4.2 shows baseline sales and cumulative technical and achievable technical potential by sector. Study results indicate that 263 aMW of technically feasible conservation potential—21% of baseline sales—will be available by 2045, and that 87% of that amount (228 aMW) is considered achievable in 2045. The achievable technical potential corresponds to 18% of baseline sales. Technical and achievable technical potential are inclusive of future City Light–funded conservation. That is, the baseline consumption forecasts account for historically achieved and planned City Light–funded conservation prior to 2024. However, the estimated potential identified is inclusive of—not in addition to—forecasted program savings. In other words, the baseline forecast excludes future, planned energy efficiency program efforts but the savings estimates include future energy efficiency program savings.

The results in this report account for line losses and represent cumulative energy savings at the generator (unless specified).

Table 4.2. Cumulative Technical and Achievable Technical Potential by Sector (2024-2045)

Sector	Baseline Sales (aMW)	Technical Potential		Achievable Technical Potential	
		aMW	% of Baseline Sales	aMW	% of Baseline Sales
Residential	398	95	24%	79	20%
Commercial	718	155	22%	138	19%
Industrial	124	13	11%	11	9%
Total	1,240	263	21%	228	18%

The commercial sector, representing 58% of baseline energy use, accounts for approximately 60% of the cumulative achievable technical potential in 2045, as shown in Figure 4.1. The residential and industrial sectors account for 35% and 5% of the cumulative achievable technical potential in 2045, respectively.

Figure 4.1. 22-Year Achievable Technical Potential by Sector

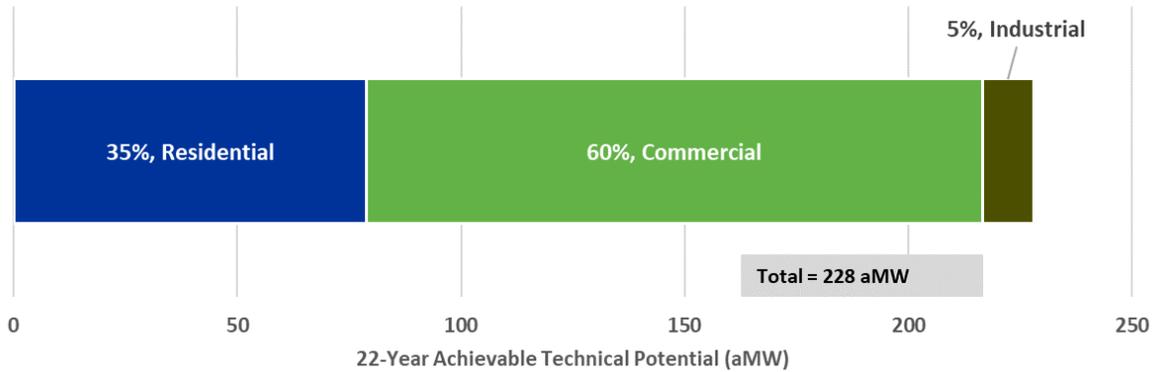


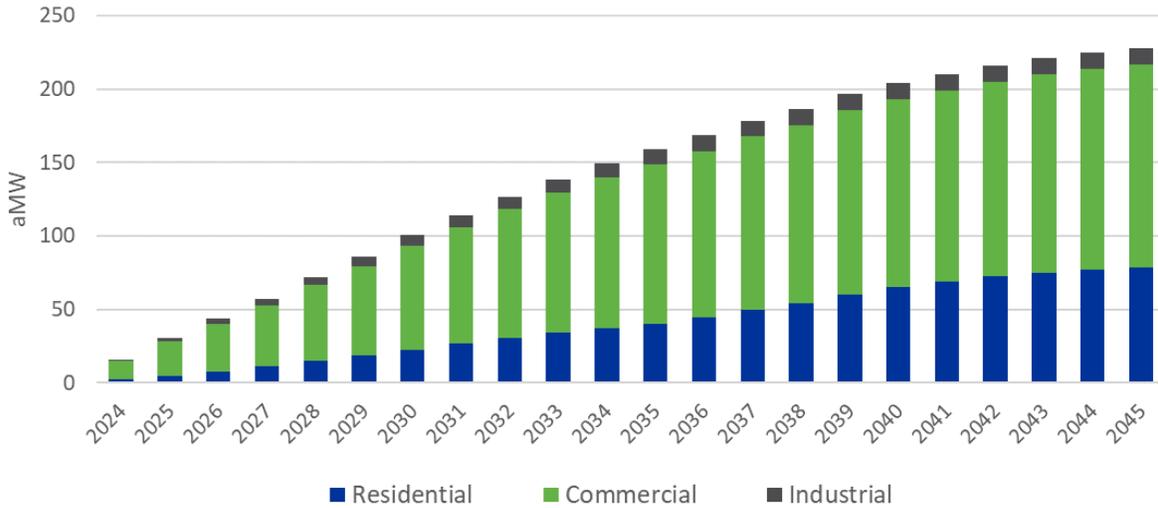
Table 4.3 shows cumulative two-year, four-year, 10-year, 20-year, and 22-year achievable technical potential by sector, as well as 20% of the 10-year achievable technical potential.

Table 4.3. Cumulative Achievable Technical Potential by Sector and Time Period

Sector	Achievable Technical Potential – aMW				
	2-Year (2024-2025)	4-Year (2024-2027)	10-Year (2024-2033)	22-Year (2024-2045)	20% of 10-Year Potential
Residential	5	11	34	79	7
Commercial	23	42	95	138	19
Industrial	2	4	9	11	2
Total	30	57	139	228	28

Figure 4.2 presents the cumulative achievable technical potential across the study horizon.

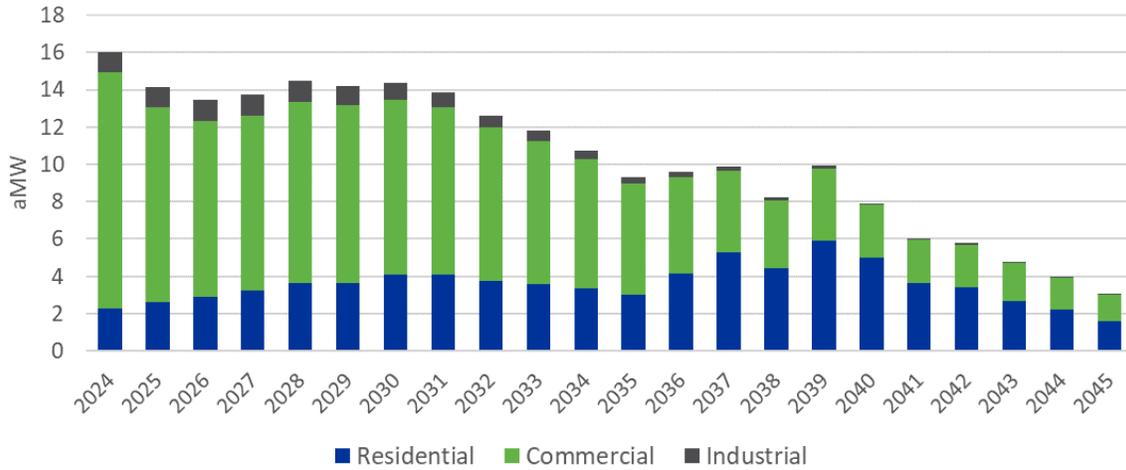
Figure 4.2. Cumulative Achievable Technical Potential by Sector (2024–2045)



Of the cumulative 22-year achievable potential, approximately 25% is acquired in the first four years and 61% is acquired in the first 10 years. This acquisition rate is based on the 2021 Power Plan along with accelerated adoption for measures that City Light has historically offered through programs to better align with local and state policies promoting energy efficiency. The *6. Detailed Methodology* section of this report provides more information on how Cadmus performed this calculation.

Cadmus determined incremental achievable technical potential in each year of the study horizon, using natural equipment turnover rates and measure-specific ramp rates. Figure 4.3 shows incremental achievable potential. The increase in savings in 2039 is the result of the ramp rates applied and the 15-year measure life for many heating measures. For example, in 2039, residential zonal heating systems that were initially installed in 2024 will need to be replaced (since the technology has a 15-year measure life). Based on the ramp rate in the year of replacement (2039), a proportion will be replaced by ductless heat pumps. Since ductless heat pumps are such a high-saving measure, there is a large increase in residential incremental achievable potential in 2039.

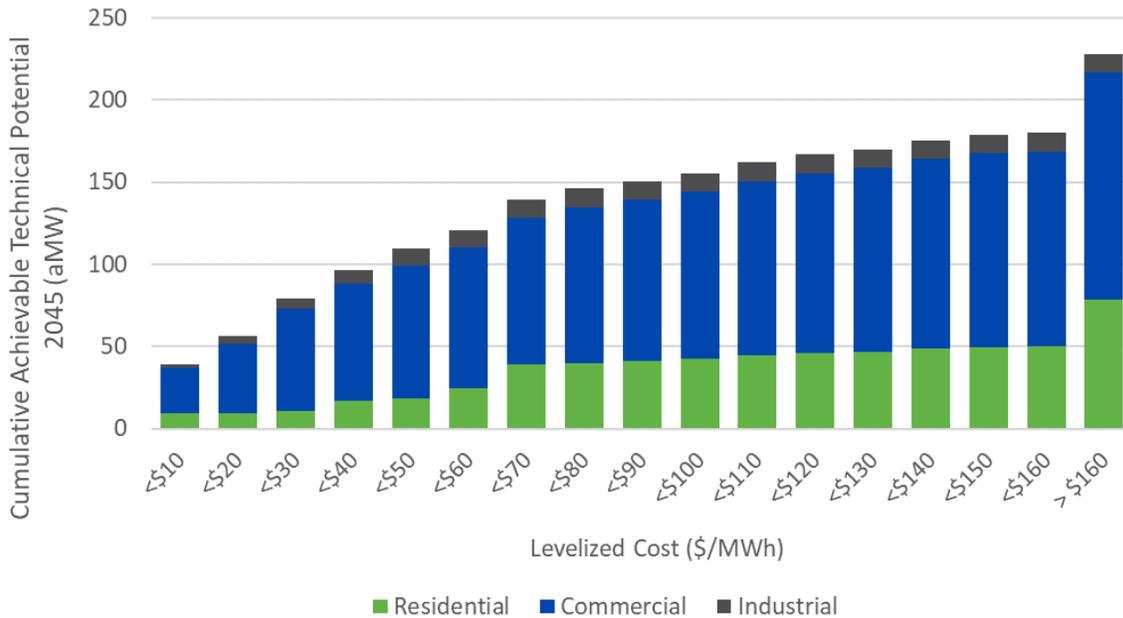
Figure 4.3. Annual Incremental Achievable Technical Potential (2024–2045)



The conservation supply curve in Figure 4.4 shows cumulative achievable potential in \$10 per megawatt-hour levelized cost increments, where each bar includes all measures with levelized cost less than the listed amount. For example, the study revealed that 53% (121 aMW) of the cumulative 2045 achievable technical potential can be acquired at less than or equal to \$60 per megawatt-hour.²⁵ The amount of available achievable technical potential levels off at less than or equal to \$70 per megawatt-hour, excluding measures that cost more than \$160 per megawatt-hour. The 2045 achievable technical potential with a levelized cost of greater than \$160 per megawatt-hour makes up 21% of the cumulative achievable technical potential. Many of these costly measures are for emerging technology equipment, heat pumps, and weatherization in the residential and commercial sectors.

²⁵ The levelized cost bundle of less than or equal to \$60 per megawatt-hour represents an example value.

Figure 4.4. All Sectors Supply Curve – Cumulative Achievable Technical Potential in 2045 by Levelized Cost



City Light’s IRP selected achievable economic potential is 132 aMW by 2045. Table 4.4 shows cumulative 22-year achievable economic potential by sector and the maximum levelized cost for measure permutations in each sector. For example, all residential achievable economic potential can be obtained at a levelized cost of less than or equal to \$160 per megawatt-hour. Details of the achievable economic potential methodology can be found in the 6. *Detailed Methodology* chapter.

Table 4.4. Cumulative Achievable Economic Potential by Sector (2024–2045)

Sector	Levelized TRC (\$/MWh)	22-Year Achievable Economic Potential (aMW)
Residential	160	50
Commercial	40	72
Industrial	60	10
Total	N/A	132

Appendix D shows detailed measure-level results, including levelized costs and technical and achievable technical conservation potential for each measure. The remainder of this chapter provides detailed results of technical, achievable technical, and achievable economic potential by sector.

4.2. Residential

Residential customers in City Light’s service territory account for 32% of 2045 total baseline sales and 35% of total achievable technical potential. This sector, made up of standard-income and highly impacted single-family and multifamily customers, has a variety of sources for potential savings, including

equipment efficiency upgrades (such as water heaters and appliances) and improvements to building shells (such as windows, insulation, and air sealing).

Based on resources in this assessment, Cadmus estimated residential cumulative achievable technical potential of 79 aMW over 22 years, which corresponds to 20% of the forecasted residential load in 2045. Table 4.5 shows cumulative 22-year residential conservation potential by segment.

Table 4.5. Cumulative Residential Technical, Achievable Technical and Achievable Economic Potential by Segment in 2045

Segment	Baseline Sales (aMW)	22-Year Technical Potential		22-Year Achievable Technical Potential		22-Year Achievable Economic Potential	
		aMW	% of Baseline Sales	aMW	% of Technical Potential	aMW	% of Technical Potential
Single-Family	187	47	25%	39	83%	27	58%
Single-Family Highly Impacted	49	12	25%	10	83%	7	58%
Multifamily – Low-Rise	38	9	23%	7	84%	4	48%
Multifamily – Low-Rise Highly Impacted	20	5	23%	4	84%	2	48%
Multifamily – Mid-Rise	34	7	21%	6	84%	3	45%
Multifamily – Mid-Rise Highly Impacted	24	5	21%	4	84%	2	45%
Multifamily – High-Rise	30	6	21%	5	84%	3	42%
Multifamily – High-Rise Highly Impacted	16	3	21%	3	84%	1	42%
Total	398	95	24%	79	83%	50	53%

As shown in Table 4.5 and Figure 4.5, single-family homes account for 63% (49 aMW) of total achievable technical potential, followed by multifamily low-rise (11 aMW), multifamily mid-rise (10 aMW), and multifamily high-rise (8 aMW). The total achievable technical potential for highly impacted customers is 21 aMW, or 27%. Each home type's proportion of baseline sales drives this distribution, but segment-specific end-use saturations and fuel shares have an effect as well. Appendix B includes detailed data on saturations and fuel shares for each segment.²⁶ Appendix C includes a detailed summary of achievable technical potential by segment and end use for each segment.

²⁶ The scope of this study does not distinguish differences in end-use saturations and fuel shares between the highly impacted and non-highly impacted segments. Potential for these classifications is defined by customer segmentation. (Potential results by segment, including the highly impacted versus non-highly impacted classification, and end use, is available in Appendix C.)

Figure 4.5. Residential Cumulative Achievable Technical Potential by Segment (2024–2045)

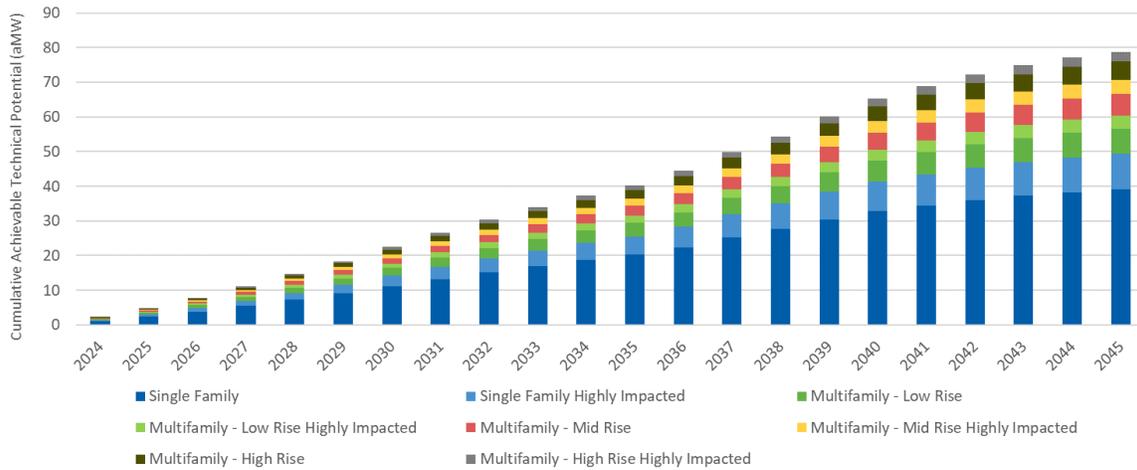


Figure 4.6 presents the cumulative achievable technical potential by construction type for the residential sector. Existing construction represents the majority of achievable technical potential, particularly in the early years of the study, accounting for 98% of the potential in the first four years (2024 through 2027). By the final year of the study period (2045), new construction accounts for 7% of the total cumulative residential achievable technical potential. This is because of the increase in new construction, from roughly 2,780 buildings in 2024 to over 66,000 buildings constructed between 2024 and 2045.

Figure 4.6. Residential Cumulative Achievable Technical Potential by Construction Type (2024–2045)

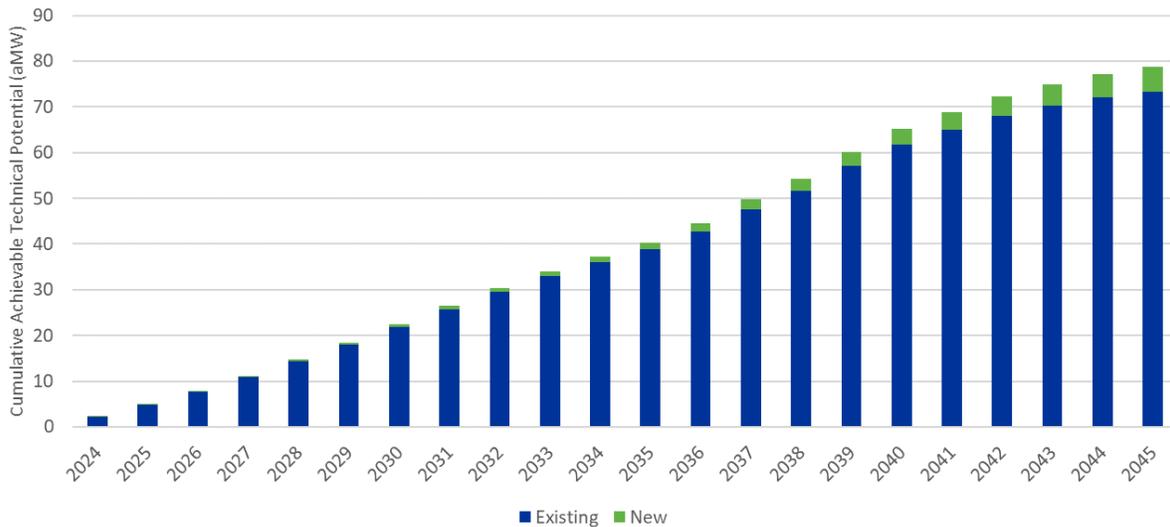


Table 4.6 shows the residential baseline sales and technical and achievable technical potential by end-use group. Heating savings make up the greatest proportion of cumulative achievable technical potential, at 39%. Water heating measures contribute 27% of the total achievable technical potential, followed by

appliance measures (24%). Overall, 83% of the technical potential is considered achievable based on adoption patterns from the 2021 Power Plan and adjusted for City Light’s historical program success.

Table 4.6. Cumulative Residential Technical, Achievable Technical and Achievable Economic Potential by End-Use Group in 2045

Segment	Baseline Sales (aMW)	22-Year Technical Potential		22-Year Achievable Technical Potential		22-Year Achievable Economic Potential	
		aMW	% of Baseline Sales	aMW	% of Technical Potential	aMW	% of Technical Potential
Appliances	77	23	29%	19	83%	17.4	77%
Cooling	10	1	14%	1	83%	0.1	7%
Electronics	60	5	9%	5	92%	3.3	62%
Exterior Lighting	1	0.1	6%	0.1	85%	0	0%
Heating	159	37	24%	31	82%	9.7	26%
Interior Lighting	13	2	13%	2	90%	1	57%
Miscellaneous	7	0.4	5%	0.3	88%	0.3	87%
Water Heating	70	25	36%	21	83%	18.5	73%
Total	398	95	24%	79	83%	50	53%

Incremental and cumulative potential over the 22-year study horizon varies by end-use group due to the application of ramp rates. Cadmus assigned ramp rates to each measure based on factors such as availability, existing program activity, and market trends. Cadmus used the same ramp rates for each measure, as assigned by the Council in the 2021 Power Plan, with some adjustments based on City Light’s historical program success, as discussed in the 5.2. *Achievable Technical Potential and Ramp Rate Comparison* section. Figure 4.7 shows cumulative residential achievable potential by end use.

Figure 4.7. Residential Cumulative Achievable Technical Potential by End Use (2024–2045)

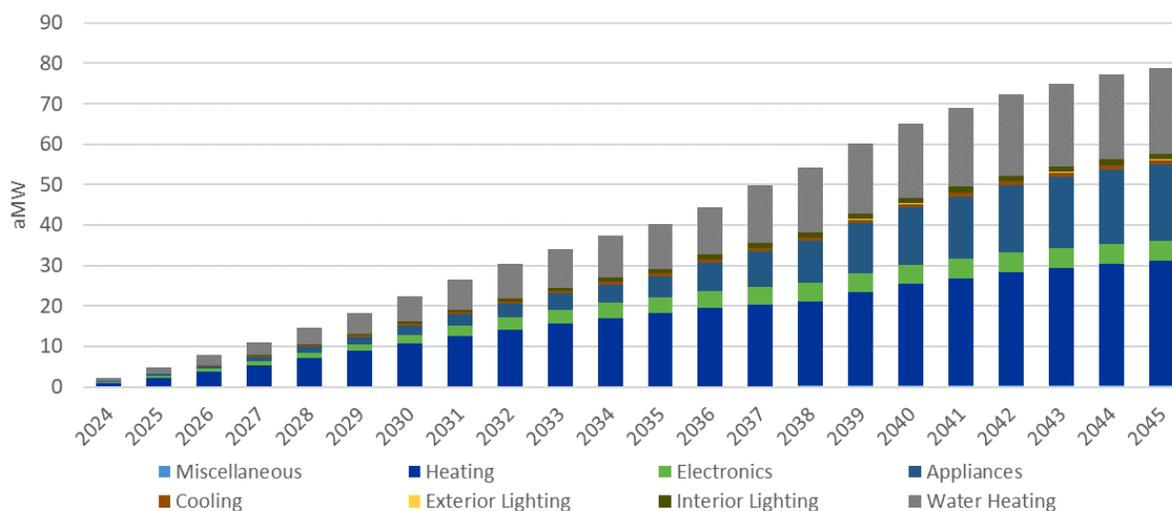


Figure 4.8 shows incremental residential achievable potential. Measure ramp rates and effective useful life (EUL) (only for equipment replacement measures) determine the timing of these savings. The increase in heating savings in 2039 is the result of replacing a high proportion of zonal heating measures with ductless heat pumps at the end of their 15-year measure life.

Figure 4.8. Residential Incremental Achievable Technical Potential by End Use (2024–2045)

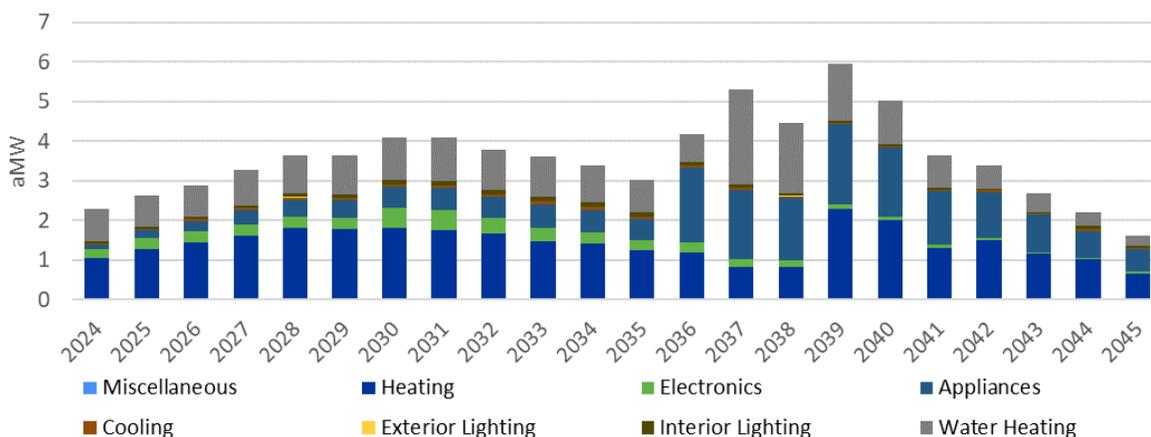


Table 4.7 lists the 15 highest-saving residential measures sorted by 22-year achievable technical potential. These measures make up 77% of the total residential achievable technical potential. The table also includes the weighted average levelized costs for these measures,²⁷ which represent the economic equipment and administrative costs while still accounting for energy and non-energy benefits. The measure with the highest cumulative achievable technical potential—multifamily ductless heat pumps—has a levelized cost of \$302 per megawatt-hour. Other measures identified with high savings are heat pump dryers, efficient heat pump water heaters, and refrigerators and freezers of Consortium for Energy Efficiency Tier 3. Of the highest-savings measures, the least costly are front-load ENERGY STAR® washers, thermostatic shower restriction valves, and ENERGY STAR® printers.

²⁷ The levelized cost value represents a weighted average across all iterations, including segment and end use. As a result, some permutations of a measure may have a low levelized cost while other permutations have a high levelized cost.

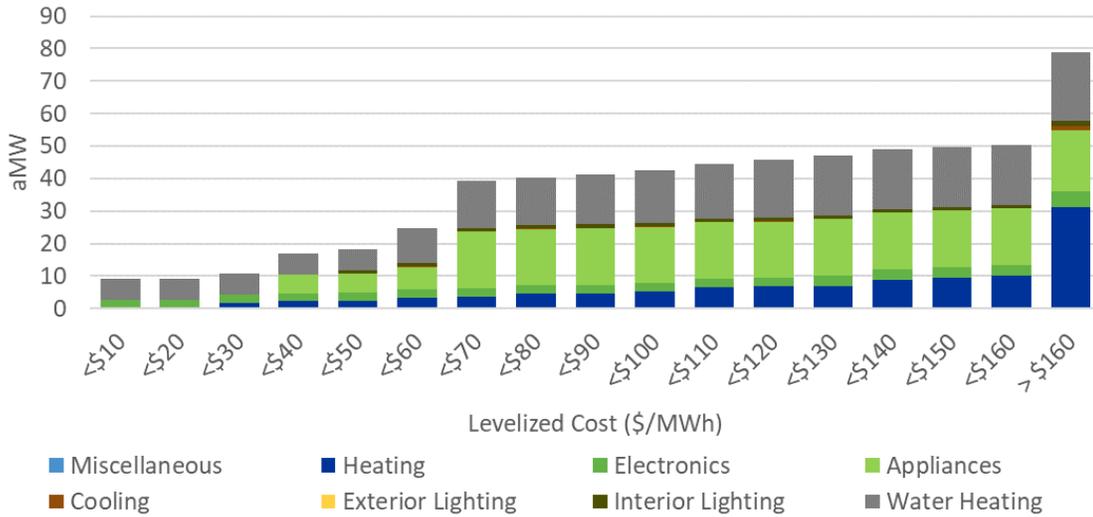
Table 4.7. Top-Saving Residential Measures

Measure Name	Cumulative Achievable Technical Potential (aMW)					Weighted Average Levelized TRC (\$/MWh)
	2-Year	4-Year	10-Year	22-Year	% of Total (22-Year)	
Multifamily Ductless Heat Pump Upgrade	0.37	1.07	3.81	10.67	14%	\$302.33
Heat Pump Dryer	0.03	0.09	0.70	10.39	13%	\$67.09
Heat Pump Water Heater – Tier 3	0.30	0.83	2.55	6.98	9%	\$49.69
Heat Pump Water Heater – Tier 4	0.24	0.68	2.12	5.90	7%	\$66.75
Refrigerator and Refrigerator-Freezer – Consortium for Energy Efficiency Tier 3	0.26	0.70	2.09	5.65	7%	\$39.43
Zonal to Ductless Heat Pump	0.20	0.53	1.53	3.91	5%	\$168.52
Networked Automation Controls	0.04	0.18	1.69	3.21	4%	\$3,362.65
Front Load ENERGY STAR Washer (w/Electric Dryer)	1.06	1.60	2.50	3.02	4%	\$0.00
Single-Family Weatherization – Insulate Wall R0 to R11, Heating Zone 1	0.51	1.02	2.04	2.32	3%	\$138.77
ENERGY STAR Office Printer	0.29	0.60	1.44	1.76	2%	\$0.00
Convert Electric Forced Air Furnace with Central AC to Heat Pump	0.08	0.22	0.65	1.59	2%	\$143.16
Residential Retail Valve, Electric Resistance Domestic Hot Water	0.02	0.08	0.73	1.35	2%	\$0.00
Electric HVAC Visual + Testing NoCAC Bill Screen: NA Any HZ (Duct Sealing)	0.02	0.08	0.76	1.32	2%	\$51.24
HVAC Heat Pump Upgrade to 12 HSPF/18 SEER + Heating Zone 1, Cooling Zone 1	0.01	0.04	0.31	1.20	2%	\$1,363.50
Solar Hot Water, Zone 1	0.00	0.01	0.13	1.13	1%	\$1,323.52

^a The net expenses (costs and benefits) were less than zero for the following measures: 'Front-Load ENERGY STAR Washer and Domestic Hot Water Dryer (Electric)', 'ENERGY STAR Office Printer', and 'Residential Retail Valve, Electric Resistance Domestic Hot Water'. The resulting levelized TRC was shown as \$0.00 (per megawatt-hour) and can be considered cost-effective.

Overall, 14% of residential conservation potential is achievable within the first four years, and 43% is achievable in the first 10 years. Figure 4.9 shows 22-year cumulative residential potential by levelized cost (in \$10 per megawatt-hour increments).

Figure 4.9. Residential Supply Curve – Cumulative Achievable Technical Potential in 2045 by Levelized Cost



Thirty-six percent of the residential achievable technical potential is from measures with a levelized cost of over \$160 per megawatt-hour. This is partly because the highest savings measure—multifamily ductless heat pump upgrades—has a levelized cost greater than \$160 per megawatt-hour.

City Light’s IRP selected an economic achievable potential of 50 aMW for the residential sector by 2045. Figure 4.10 shows the cumulative 22-year achievable economic potential for the residential sector by end-use group. The two end-use groups with the greatest achievable economic potential are water heating and appliances, which collectively represent 71% of the total residential 22-year cumulative achievable economic potential.

Figure 4.10. Residential Cumulative Achievable Economic Potential in 2045 by End-Use Group

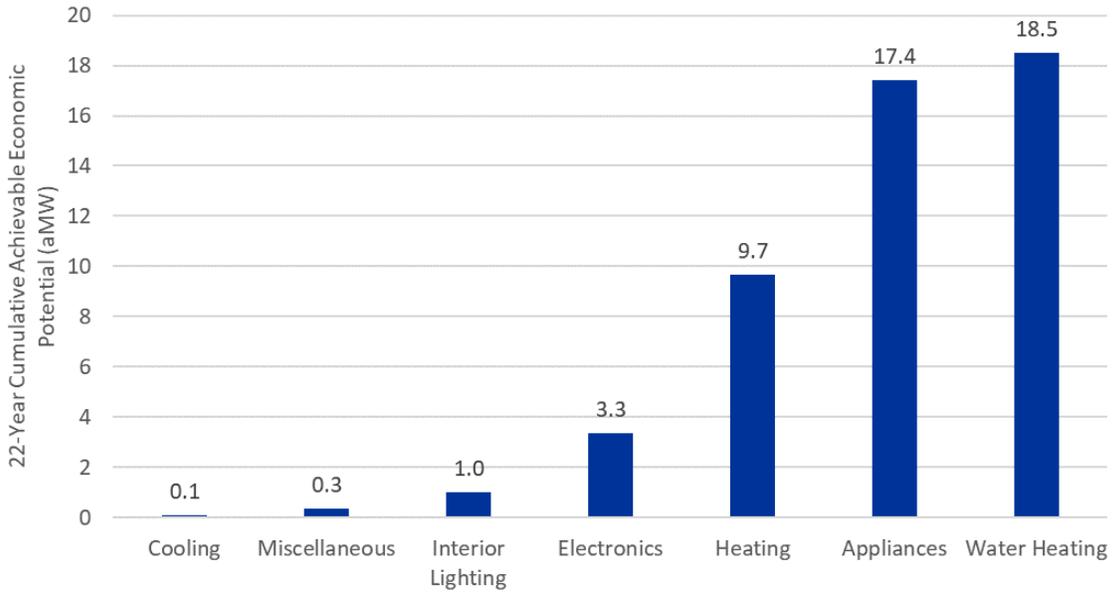


Table 4.8 lists the 15 highest-saving IRP selected residential measures. The measure permutations included in the table all have a levelized cost of less than or equal to \$160 per megawatt-hour and make up 88% of the cumulative 22-year achievable economic potential for the residential sector.

Table 4.8. Top-Saving Residential Measures Selected by IRP

Measure Name	Cumulative Achievable Economic Potential (aMW) – Less than or Equal to \$160/MWh				% of Cumulative 22-Year Achievable Economic Potential
	2-Year	4-Year	10-Year	22-Year	
Heat Pump Dryer	0.03	0.09	0.70	10.39	21%
Heat Pump Water Heater – Tier 3	0.30	0.83	2.55	6.98	14%
Heat Pump Water Heater – Tier 4	0.24	0.68	2.12	5.90	12%
Refrigerator and Refrigerator-Freezer – Consortium for Energy Efficiency Tier 3	0.26	0.70	2.09	5.65	11%
Front Load ENERGY STAR Washer (w/Electric Dryer)	1.06	1.60	2.50	3.02	6%
Single-Family Weatherization – Insulate Wall R0 to R11, Heating Zone 1	0.48	0.95	1.91	2.17	4%
ENERGY STAR Office Printer	0.29	0.60	1.44	1.76	3%
Convert Electric Forced Air Furnace with Central AC to Heat Pump	0.08	0.21	0.60	1.43	3%
Residential Retail Valve, Electric Resistance Domestic Hot Water	0.02	0.08	0.73	1.35	3%
Electric HVAC Visual + Testing NoCAC Bill Screen: NA Any Heating Zone (Duct Sealing)	0.02	0.08	0.76	1.32	3%
Wall Insulation R0 to R11, Heating Zone 1	0.24	0.48	0.96	1.09	2%
Clothes Dryer with Heat Recovery	0.01	0.06	0.59	1.09	2%
Linear Fluorescent Lamp - TLED	0.08	0.19	0.49	0.96	2%
Connected Thermostat Single -Family, Air Source Heat Pump, Heating Zone 1	0.14	0.28	0.57	0.71	1%
Multi Family LR Behavior	0.01	0.03	0.31	0.56	1%

4.2.1. Highly Impacted Communities

Cadmus estimated the potential for highly impacted communities which are defined as “the census tract ranks a 9 or 10 on the Environmental Health Disparities (EHD) Map, as designated by the Washington State Department of Health” and also include the census tracts “covered or partially covered by ‘Indian Country’ as defined in and designated by statute.” As shown in Table 4.5, highly impacted community segments constituted 27% (21 aMW) of the total achievable technical potential. Each home type’s proportion of baseline sales drives this distribution, but segment-specific end-use saturations and fuel shares have an effect as well.

City Light’s IRP selected an economic achievable potential of 13 aMW in highly impacted communities by 2045. Figure 4.11 shows the cumulative 22-year achievable economic potential in highly impacted communities by end-use group. The two end-use groups with the greatest achievable economic potential

are water heating and appliances, which collectively represent 72% of the total 22-year cumulative achievable economic potential in highly impacted communities.

Figure 4.11. Cumulative Achievable Economic Potential in Highly Impacted Communities 2045 by End-Use Group

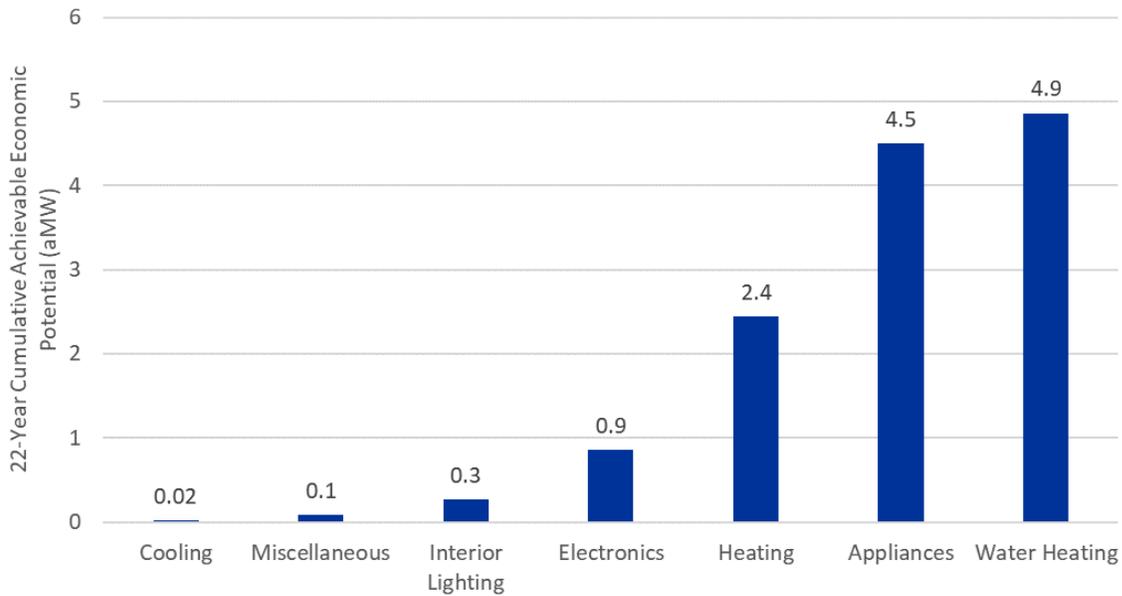


Table 4.9 lists the 15 highest-saving IRP selected measures in highly impacted communities. The measure permutations included in the table all have a levelized cost of less than or equal to \$160 per megawatt-hour and make up 87% of the cumulative 22-year achievable economic potential available for highly impacted communities.

Table 4.9. Top-Saving Residential Measures in Highly Impacted Communities Selected by IRP

Measure Name	Cumulative Achievable Economic Potential (aMW) – Less than or Equal to \$160/MWh				% of Cumulative 22-Year Achievable Economic Potential
	2-Year	4-Year	10-Year	22-Year	
Heat Pump Dryer	0.01	0.02	0.18	2.64	20%
Heat Pump Water Heater – Tier 3	0.07	0.21	0.63	1.73	13%
Refrigerator and Refrigerator-Freezer – Consortium for Energy Efficiency Tier 3	0.11	0.26	0.67	1.57	12%
Heat Pump Water Heater – Tier 4	0.06	0.17	0.52	1.47	11%
Front Load ENERGY STAR Washer (w/Electric Dryer)	0.30	0.46	0.72	0.86	7%
ENERGY STAR Office Printer	0.08	0.16	0.38	0.46	4%
Single-Family Weatherization – Insulate Wall R0 to R11, Heating Zone 1	0.10	0.20	0.40	0.45	3%
Residential Retail Valve, Electric Resistance Domestic Hot Water	0.01	0.02	0.22	0.40	3%
Wall Insulation R0 to R11, Heating Zone 1	0.09	0.17	0.35	0.40	3%
Convert Electric Forced Air Furnace with Central AC to Heat Pump	0.02	0.04	0.12	0.30	2%
Electric HVAC Visual + Testing NoCAC Bill Screen: NA Any Heating Zone (Duct Sealing)	0.00	0.02	0.16	0.27	2%
Linear Fluorescent Lamp - TLED	0.02	0.05	0.12	0.24	2%
Clothes Dryer with Heat Recovery	0.00	0.01	0.12	0.22	2%
Multi Family LR Behavior	0.00	0.01	0.12	0.21	2%
Connected Thermostat Single -Family, Air Source Heat Pump, Heating Zone 1	0.03	0.06	0.12	0.15	1%

4.3. Commercial

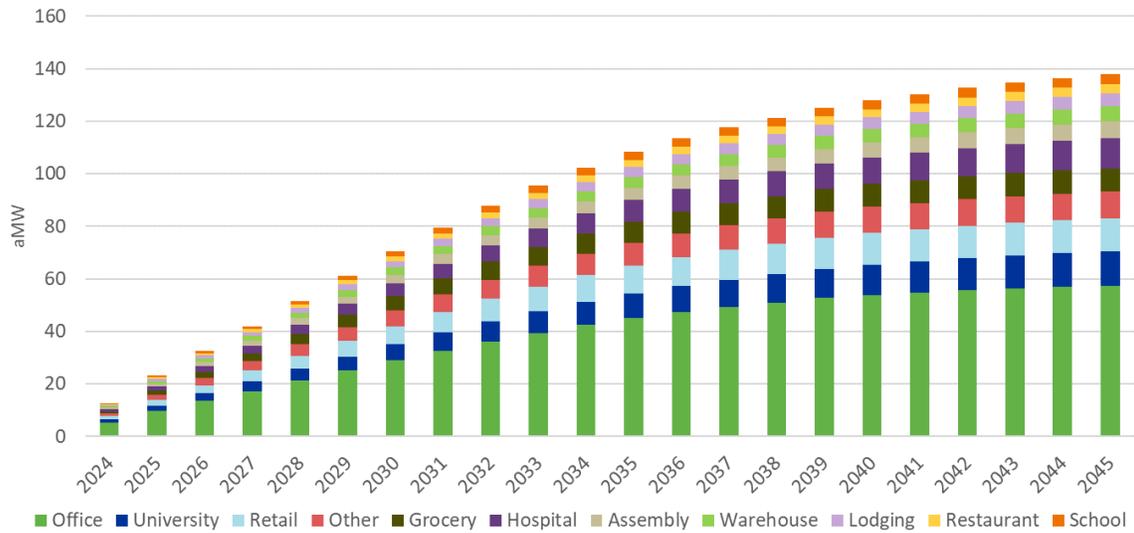
City Light’s commercial sector accounts for 58% of its baseline sales in 2045 and 60% of total achievable technical potential. Cadmus estimated potential for the 20 commercial segments listed above in Table 3.5 (grouped into 16 segments for this report). Table 4.10 summarizes the 20-year cumulative technical and achievable technical potential by commercial segment.

Table 4.10. Cumulative Commercial Technical and Achievable Technical Potential by Segment in 2045

Segment	Baseline Sales (aMW)	22-Year Technical Potential		22-Year Achievable Technical Potential	
		aMW	% of Baseline Sales	aMW	% of Technical Potential
Assembly	28	7	25%	6	89%
Data Center	73	0.4	0.5%	0.3	85%
Hospital	57	14	24%	12	85%
Large Grocery	18	8	45%	7	90%
Large Office	175	48	27%	43	90%
Lodging	23	6	25%	5	86%
Multifamily Common Area	60	0	0%	0	N/A
Miscellaneous	35	8	23%	7	91%
Other Health	13	3	24%	3	89%
Restaurant	28	4	14%	3	87%
Retail	50	14	28%	13	91%
School	14	4	32%	4	87%
Small Grocery	7	2	26%	2	88%
Small Office	41	16	39%	14	90%
University	69	15	22%	13	85%
Warehouse	28	6	23%	6	90%
Total	718	155	22%	138	89%

Approximately 31% of the 22-year commercial achievable technical potential is from the large office segment, as shown in Figure 4.12. Together, large and small offices (shown as office in Figure 4.12) account for 42% of the 22-year commercial achievable technical potential. The large grocery segment has the highest technical potential savings relative to baseline sales due to the high potential associated with refrigeration equipment.

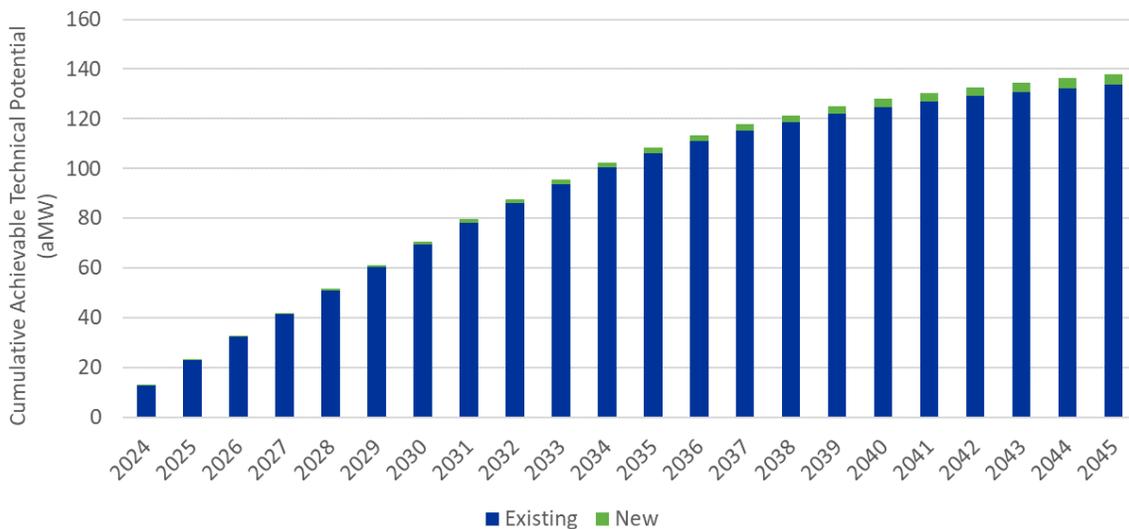
Figure 4.12. Cumulative Commercial Achievable Technical Potential by Segment (2024–2045)



Note: The “Other” segment includes data centers, miscellaneous, and other health.

Figure 4.13 presents the cumulative achievable technical potential by construction vintage for the commercial sector. Existing construction represents the majority of achievable technical potential, particularly in the early years of the study, accounting for 99.5% of the potential in the first two years (2024 and 2025).

Figure 4.13. Cumulative Commercial Achievable Technical Potential by Construction Type (2024–2045)



Across all end uses, lighting accounts for 29% of total achievable technical potential. Table 4.11 shows 22-year cumulative commercial potential by end use.

Table 4.11. Cumulative Commercial Technical, Achievable Technical and Achievable Economic Potential by End-Use Group in 2045

Segment	Baseline Sales (aMW)	22-Year Technical Potential		22-Year Achievable Technical Potential		22-Year Achievable Economic Potential	
		aMW	% of Baseline Sales	aMW	% of Technical Potential	aMW	% of Technical Potential
Cooking	23	1	6%	1	85%	0.4	25%
Cooling ^a	38	16	42%	14	85%	5	30%
Data Center	108	5	5%	4	89%	4	89%
Heat Pump ^b	77	26	34%	23	87%	7	26%
Heating ^c	21	9	41%	7	85%	4	42%
Lighting	179	44	24%	40	93%	36	82%
Miscellaneous	110	5	4%	4	88%	1	21%
Refrigeration	56	15	26%	13	91%	7	49%
Ventilation	85	25	30%	23	91%	3	13%
Water Heating	20	10	50%	8	77%	5	45%
Total	718	155	22%	138	89%	72	46%

^a The cooling end-use group refers to cooling direct expansion, chiller equipment, and related retrofit measures.

^b The heat pump end-use group includes air-source heat pumps and related retrofit measures. This differs from heat pump water heaters, which are included in the water heating end-use group.

^c The heating end-use group refers to non-heat pump electric space heating equipment (such as electric resistance heating).

Almost one-third of commercial achievable potential comes from interior lighting equipment upgrades, exterior lighting equipment upgrades, and controls. The 20-year achievable technical potential for lighting is equivalent to a 22% reduction in baseline lighting consumption. Overall, 93% of lighting technical potential is considered achievable based on the maximum achievable potential assumed in the draft 2021 Power Plan.

Compared to the residential sector, a larger proportion of the achievable technical potential is realized in the first 10 years of the study, with 69% of the 22-year cumulative achievable technical potential in the first 10 years (versus 43% for residential sector) and 30% in the first four years (versus 14% for residential sector). Figure 4.14 and Figure 4.15 show cumulative and incremental achievable potential for the commercial sector by end use, respectively. There is a slight bump in incremental achievable technical potential in 2039 due to the replacement of high-savings measures that have a measure life of 15 years.

Figure 4.14. Commercial Cumulative Achievable Technical Potential by End Use (2024–2045)

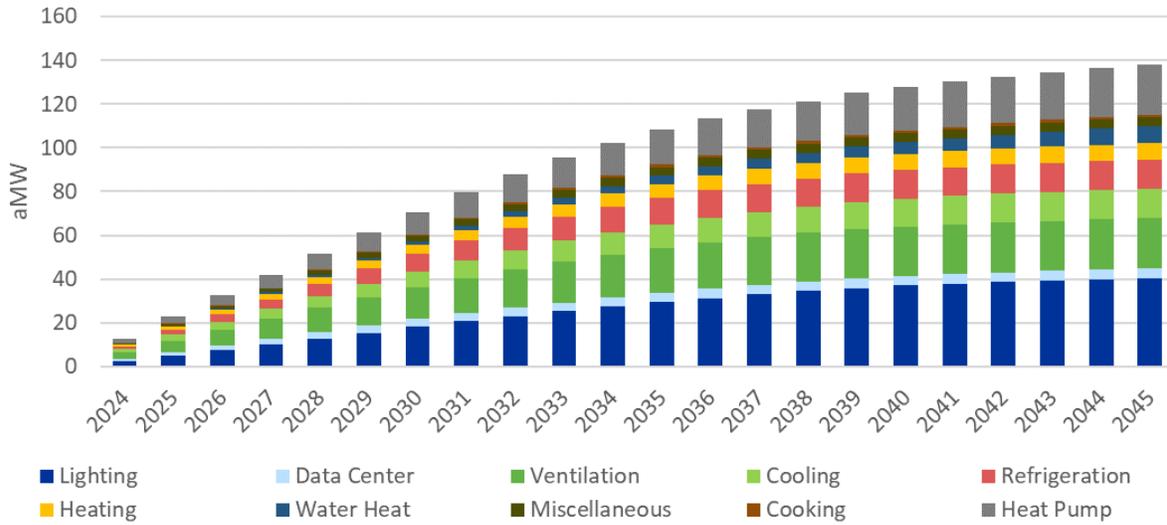


Figure 4.15. Commercial Incremental Achievable Technical Potential by End Use (2024–2045)

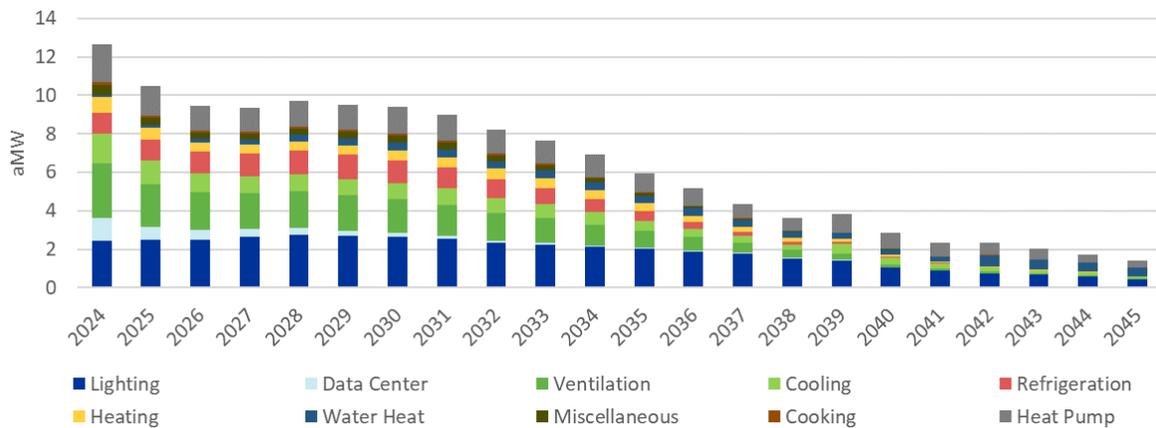


Table 4.12 shows the top 15 commercial measures and their average levelized costs,²⁸ sorted by 22-year achievable technical potential. Together, these measures represent 37% of the commercial cumulative 2045 achievable technical potential. The highest-saving measure is HVAC retro-commissioning with close to 7 aMW, or 5%, of achievable technical potential. Depending on the application, this measure can also be costly and may not be considered economic, with a weighted average levelized TRC of \$148 per megawatt-hour.

²⁸ The levelized cost value represents a weighted average across all iterations, including segment and end use. As a result, some permutations of a measure may have a low levelized cost while other permutations have a high levelized cost.

Table 4.12. Top-Saving Commercial Measures

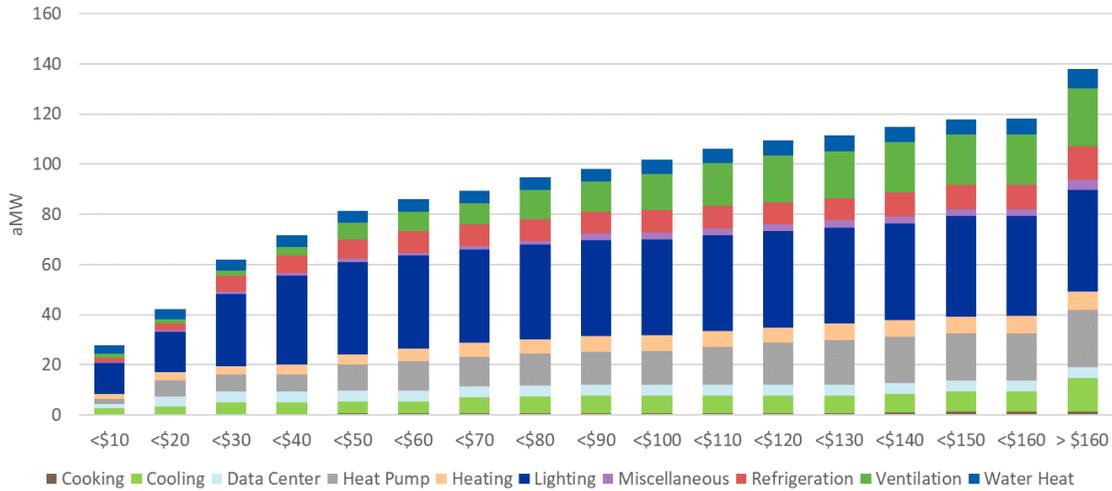
Measure Name	Cumulative Achievable Technical Potential (aMW)					Weighted Average Levelized TRC (\$/MWh) ^a
	2-Year	4-Year	10-Year	22-Year	% of Total (22-Year)	
HVAC Retro-Commissioning	2.56	3.87	5.97	6.82	5%	\$147.83
Building Automation System Upgrades	2.33	3.52	5.46	6.31	5%	\$15.13
Strategic Energy Management	0.08	0.34	3.18	5.70	4%	\$167.50
Air-Source Heat Pump ≥240,000 Btu/h and <760,000 Btu/h - Above Code	0.08	0.29	1.65	4.80	3%	\$37.69
Large Office Linear Fluorescent Tube to LED Panel Fixture with Lighting Controls	0.25	0.62	1.93	3.54	3%	\$22.91
New Display Case - Replacement	0.77	1.54	3.10	3.52	3%	\$25.84
Air-Source Heat Pump ≥135,000 Btu/h and <240,000 Btu/h - Above Code	0.06	0.22	1.21	3.40	2%	\$163.93
Fans Retrofit - All Commercial-System Upgrade	0.52	1.05	2.10	2.39	2%	\$47.01
Water Heater LE 55 Gallon Heat Pump - Tier 4	0.04	0.16	0.83	2.35	2%	\$277.41
Water Heater LE 55 Gallon Heat Pump - Tier 3	0.04	0.15	0.78	2.21	2%	\$59.41
Server Virtualization	0.46	0.92	1.85	2.10	2%	\$14.87
Thin Triple-Pane Large Office – Natural Gas	0.03	0.12	1.12	1.98	1%	\$117.60
ENERGY STAR Server	1.24	1.68	1.92	1.95	1%	\$0.72
Circulation Pumps - Hydronic Heating - Commercial with ECM and Advanced Speed Controls	0.71	1.08	1.66	1.90	1%	\$95.75
Medium Office Linear Fluorescent Tube to LED Panel Fixture with Lighting Controls	0.13	0.33	1.03	1.90	1%	\$22.72

^a The average levelized TRC value represents a weighted average across all iterations including segment and end use. As a result, some permutations of a measure may have a low levelized cost while other permutations have a high levelized cost.

Approximately 69% of 22-year commercial achievable technical potential falls within the first 10 years of the study horizon. Much of the commercial retrofit potential for existing buildings occurs within the first 10 years, largely due to the ramp rates associated with these measures.

Figure 4.16 shows that the commercial levelized cost distributions for the achievable technical potential are similar to those for the residential sector. However, 14% of the achievable technical potential has costs greater than \$160 per megawatt-hour. This is primarily because HVAC retro-commissioning and weatherization measures such as thin triple-pane window replacements are costly but offer large savings opportunities.

Figure 4.16. Commercial Supply Curve – Cumulative Achievable Technical Potential in 2045 by Levelized Cost



Note: The cooking end use has 0.12 aMW at ≤\$10 per megawatt-hour, 0.37 aMW at ≤\$20 per megawatt-hour, 0.51 aMW at ≤\$50 per megawatt-hour, 0.67 aMW at ≤\$80 per megawatt-hour, 0.96 aMW at ≤\$140 per megawatt-hour, 1.20 aMW at ≤\$150 per megawatt-hour, and 1.24 aMW at >160 per megawatt-hour.

City Light’s IRP selected an achievable economic potential for the commercial sector of 72 aMW by 2045. Figure 4.17 shows the cumulative 22-year achievable economic potential for the commercial sector by end-use group. Achievable economic potential for lighting makes up 50% of the commercial achievable economic potential, followed by refrigeration (10%) and heat pump (9%).

Figure 4.17. Commercial Cumulative Achievable Economic Potential in 2045 by End-Use Group

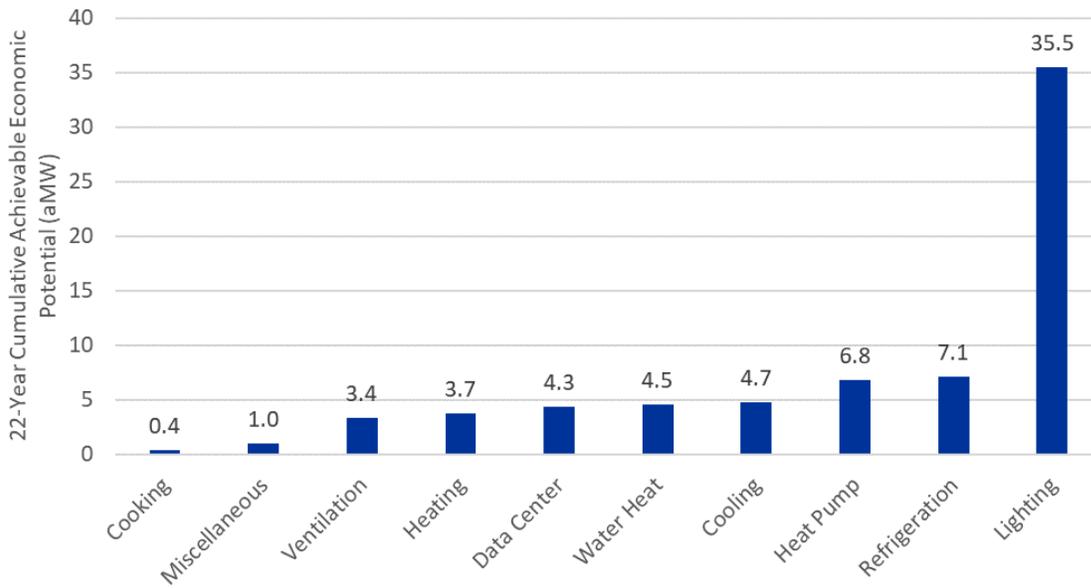


Table 4.13 lists the 15 highest-saving IRP selected commercial measures. The commercial achievable economic measure permutations included in the table have a levelized cost of less than or equal to \$40 per megawatt-hour and make up 43% of the commercial cumulative 22-year achievable economic potential.

Table 4.13. Top-Saving Commercial Measures Selected by IRP

Measure Name	Cumulative Achievable Economic Potential (aMW) – Less than or Equal to \$40/MWh				% of Cumulative 22-Year Achievable Economic Potential
	2-Year	4-Year	10-Year	22-Year	
Building Automation System Upgrades	1.81	2.73	4.23	4.89	7%
Large Office Linear Fluorescent Tube to LED Panel Fixture with Lighting Controls	0.25	0.62	1.93	3.54	5%
New Display Case - Replacement	0.77	1.54	3.10	3.52	5%
Server Virtualization	0.46	0.92	1.85	2.10	3%
ENERGY STAR Server	1.24	1.68	1.92	1.95	3%
Medium Office Linear Fluorescent Tube to LED Panel Fixture with Lighting Controls	0.13	0.33	1.03	1.90	3%
Outside Air Economizer	0.68	1.03	1.59	1.82	3%
Advanced Air-to-Water Heat Pump	0.03	0.11	1.01	1.76	2%
Heat Pump Water Heater Less than 55 Gallons - Tier 3	0.03	0.11	0.58	1.68	2%
Air Source Heat Pump >= 240,000 Btu/h and < 760,000 Btu/h - Above Code	0.03	0.09	0.52	1.51	2%
Strategic Energy Management	0.02	0.08	0.80	1.44	2%
Small Office Linear Fluorescent Tube to LED Panel Fixture with Lighting Controls	0.08	0.19	0.59	1.38	2%
HVAC Retro commissioning	0.46	0.69	1.06	1.22	2%
Heat Pump Water Heater Greater than 55 Gallons - Tier 3	0.02	0.07	0.40	1.14	2%
Other Linear Fluorescent Tube to LED Panel Fixture with Lighting Controls	0.09	0.23	0.71	1.13	2%

4.4. Industrial

Cadmus estimated conservation potential for the industrial sector using the Council’s 2021 Power Plan analysis tool. The conservation potential addressed eight industrial segments in City Light’s service territory, based on allocations developed from City Light’s nonresidential database. The assessment identified approximately 11 aMW of achievable technical potential by 2045. Table 4.14 shows the cumulative industrial potential by segment in 2045.

Table 4.14. Cumulative Industrial Technical and Achievable Technical Potential by Segment in 2045

Segment	Baseline Sales (aMW)	22-Year Technical Potential		22-Year Achievable Technical Potential	
		aMW	% of Baseline Sales	aMW	% of Technical Potential
Foundries	50	5.9	12%	5.2	87%
Frozen Food	2	0.3	14%	0.3	86%
Miscellaneous Manufacturing	40	1.5	4%	1.3	86%
Other Food	0	0.0	14%	0.0	87%
Transportation Equipment	28	4.8	17%	4.1	86%
Wastewater	2	0.4	27%	0.3	85%
Water	3	0.2	10%	0.2	85%
Total	124	13.1	11%	11.4	86%

Figure 4.18 shows industrial cumulative achievable technical potential by segment and year. Similar to baseline sales, the foundries segment has the largest share (46%) of 22-year industrial achievable technical potential account, with 5 aMW. It is followed by transportation equipment and miscellaneous manufacturing, which make up 4 aMW and 1 aMW of total achievable technical potential, respectively.

Figure 4.18. Cumulative Industrial Achievable Technical Potential by Segment (2024–2045)

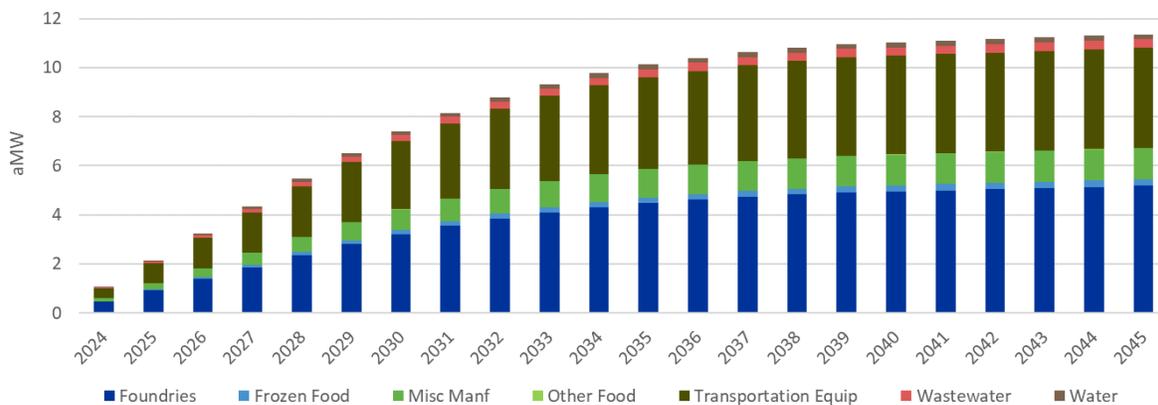


Table 4.15 shows 22-year potential by industrial end use. The four end uses with the highest industrial achievable technical potential are lighting (33%), pumps (16%), fans (15%), and process air compressor (10%).

Table 4.15. Cumulative Industrial Technical, Achievable Technical and Achievable Economic Potential by End Use in 2045

Segment	Baseline Sales (aMW)	22-Year Technical Potential		22-Year Achievable Technical Potential		22-Year Achievable Economic Potential	
		aMW	% of Baseline Sales	aMW	% of Technical Potential	aMW	% of Technical Potential
Fans	10	2.1	22%	1.8	85%	1.8	85%
HVAC	16	1.3	8%	1.1	85%	1.1	85%
Lighting	13	4.5	35%	3.8	85%	3.8	85%
Motors (Other)	18	0.8	4%	0.7	87%	0.7	87%
Other	10	0.7	6%	0.6	85%	0.6	85%
Process Air Compressor	8	1.3	15%	1.2	92%	0.4	31%
Process Electro Chemical	8	0.4	5%	0.3	87%	0.3	87%
Process Heat	19	0.0	0%	0.0	0%	0.0	0%
Process (Other)	1	0.0	0%	0.0	0%	0.0	0%
Process Refrigeration	4	0.2	4%	0.1	86%	0.1	86%
Pumps	16	2.0	12%	1.8	90%	1.5	78%
Total	124	13.1	11%	11.4	86%	10.4	79%

Figure 4.19 and Figure 4.20 show cumulative and incremental achievable technical potential by end use over the 22-year study horizon, respectively.

Figure 4.19. Industrial Cumulative Achievable Technical Potential by End Use (2024–2045)

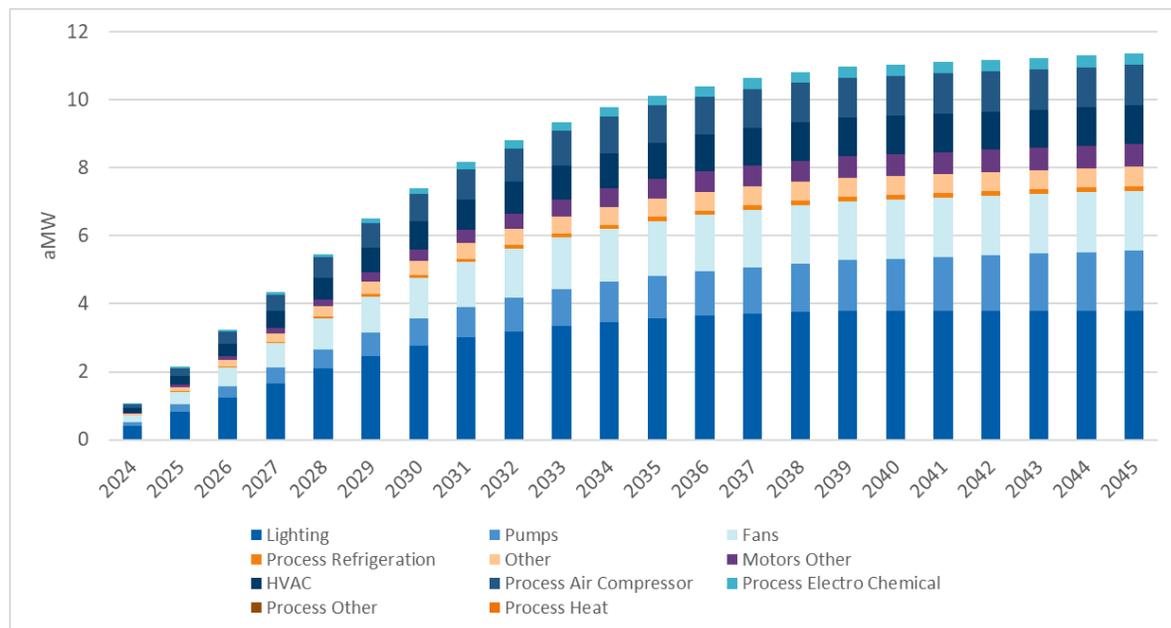


Figure 4.20. Industrial Incremental Achievable Technical Potential by End Use (2024–2045)

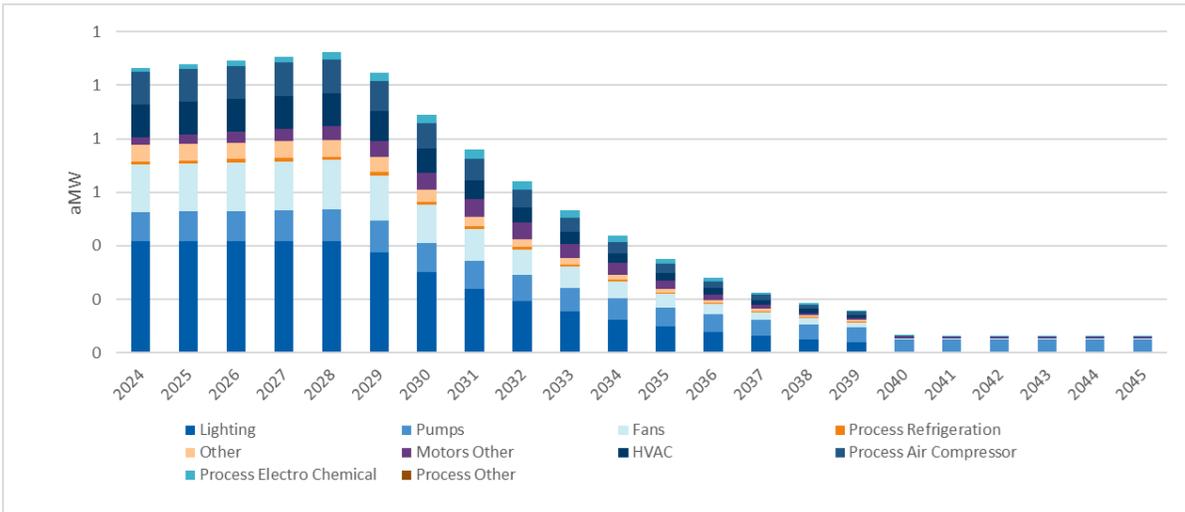


Table 4.16 shows the top-saving industrial measures and their weighted average levelized costs. Collectively, these 15 measures represent 78% of industrial 22-year cumulative achievable technical potential.

Table 4.16. Top-Saving Industrial Measures

Measure Name	Cumulative Achievable Technical Potential (aMW)					Weighted Average Levelized TRC (\$/MWh) ^a
	2-Year	4-Year	10-Year	22-Year	% of Total (22-Year)	
HVAC	0.22	0.43	0.87	0.99	9%	\$15.98
Lighting Controls	0.21	0.42	0.85	0.96	8%	\$44.84
Energy Management - Level 1 ^b	0.08	0.19	0.66	0.79	7%	\$23.71
Fan Equipment Upgrade ^c	0.16	0.32	0.65	0.74	6%	\$0.00
Pump Optimization	0.07	0.13	0.33	0.72	6%	\$1.80
High-Bay Lighting - 2 Shift	0.16	0.31	0.63	0.71	6%	\$38.05
High-Bay Lighting - 1 Shift	0.14	0.27	0.55	0.63	6%	\$40.98
Efficient Lighting - 2 Shift	0.12	0.25	0.49	0.56	5%	\$11.46
Air Compressor Equipment	0.12	0.23	0.46	0.53	5%	\$66.84
Efficient Lighting - 1 Shift	0.10	0.21	0.41	0.47	4%	\$13.00
Energy Management - Level 2 ^b	0.04	0.08	0.19	0.42	4%	\$49.20
Fan Optimization	0.09	0.19	0.37	0.42	4%	\$39.12
Wastewater	0.08	0.15	0.30	0.34	3%	\$59.48
Advanced Motors - Material Processing	0.03	0.07	0.24	0.28	2%	\$10.04
High-Bay Lighting - 3 Shift	0.06	0.12	0.25	0.28	2%	\$30.44

^a The average levelized TRC value represents a weighted average across all iterations, including segment and end use. As a result, some permutations of a measure may have a low levelized cost while other permutations have high levelized cost.

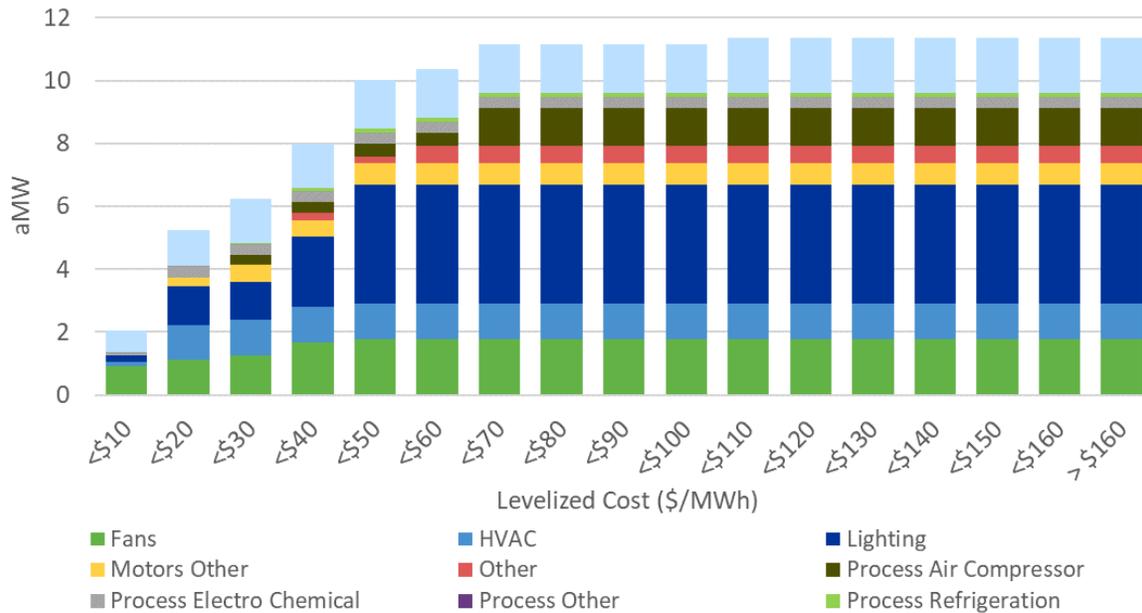
^b The Council separated the Energy Management measures into two tiers: Level 1 and Level 2. Level 1 represents the standard strategic energy management applied in mostly large industrial facilities. Level 2 represents a share of strategic energy management potential likely found in smaller facilities, which is therefore more difficult to achieve. The cost of Level 2 is twice the cost of Level 1 and has half the savings.

^c The Fan Equipment Upgrade net expenses (costs and benefits) were less than zero. The resulting levelized TRC was shown as \$0.00 (per megawatt-hour) and can be considered cost-effective.

Consistent with the Council's approach to the industrial sector, Cadmus modeled all industrial measures as retrofits and did not distinguish between new and existing construction. After applying ramp rates, approximately 82% of 22-year achievable technical potential is realized within the first 10 years.

Industrial measures are generally low cost, so the industrial achievable technical potential by levelized cost distribution does not have the same peak at greater than \$160 per megawatt-hour as that for the residential and commercial sectors. In fact, all 11 aMW of industrial potential can be achieved at a levelized cost of less than or equal to \$110 per megawatt-hour. Figure 4.21 shows cumulative achievable economic potential in 2045 for different levelized cost thresholds.

Figure 4.21. Industrial Supply Curve — Cumulative Achievable Technical Potential in 2045 by Levelized Cost



City Light’s portfolio modeling selected nearly all industrial measures for inclusion in the achievable economic potential portfolio. Therefore, the 22-year cumulative achievable economic potential for the industrial sector is 10 aMW at a levelized cost of less than or equal to \$60 per megawatt-hour. For this sector, the achievable economic potential is nearly equivalent to the achievable technical potential, because almost all the achievable technical potential is considered economically feasible at the levelized cost threshold, except some measures in process air compressor and pumps end uses, as shown in Table 4.15. The 15 highest-savings IRP selected industrial measures are equal to the ones shown in Table 4.16, except that the air compressor equipment measure is not in the list due to having a levelized cost above the threshold and advanced motors - material handling measure is added as the fifteenth measure with 0.27 aMW of 22-year economic potential.

4.5. Scenarios

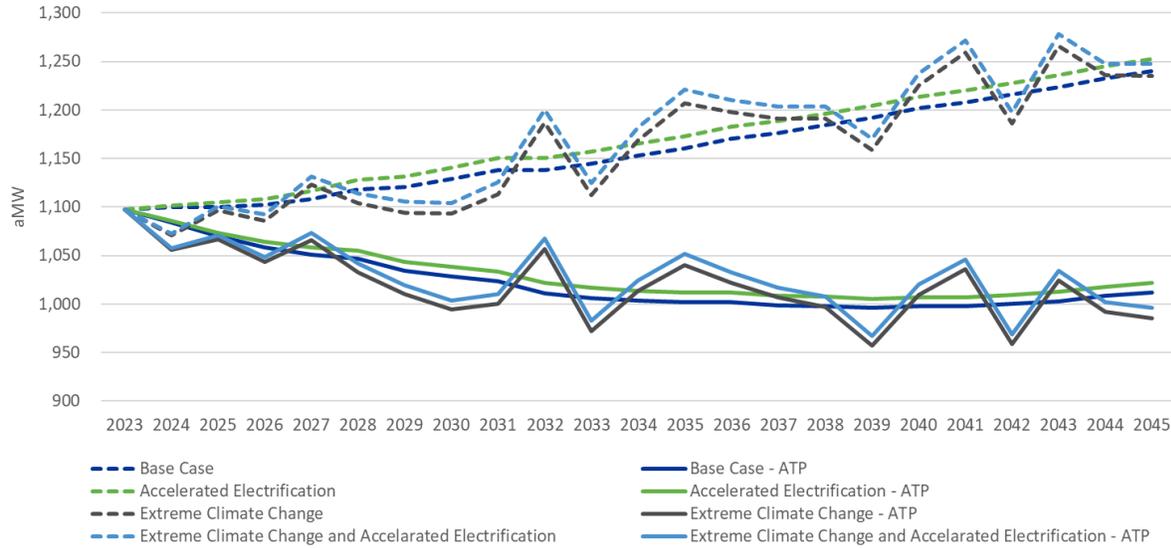
Cadmus worked with the City Light load forecast team to define three baseline sales forecast scenarios, listed in Table 3.7 of the 3.5. *Scenarios* section. After updating the baseline sales to reflect the impacts of these scenarios (see the 3.5. *Scenarios* section for results), Cadmus estimated the achievable technical potential based on these scenario sales forecasts considering the same 10,257 permutations of conservation measures as the base case forecast. Table 4.17 shows baseline sales and cumulative technical and achievable technical potential by sector for each scenario. The following subsections present the results by sector.

Table 4.17. Cumulative Technical and Achievable Technical Potential by Sector (2024–2045)

Sector	Baseline Sales (aMW)	Technical Potential		Achievable Technical Potential	
		aMW	% of Baseline Sales	aMW	% of Baseline Sales
Base Case					
Residential	398	95	24%	79	20%
Commercial	718	155	22%	138	19%
Industrial	124	13	11%	11	9%
Total	1,240	263	21%	228	18%
Accelerated Electrification					
Residential	399	95	24%	79	20%
Commercial	722	158	22%	140	19%
Industrial	131	13	10%	12	9%
Total	1,252	266	21%	231	18%
Extreme Climate Change					
Residential	417	100	24%	90	22%
Commercial	694	151	22%	149	21%
Industrial	124	13	11%	11	9%
Total	1,235	264	21%	250	20%
Extreme Climate Change and Accelerated Electrification					
Residential	419	101	24%	90	22%
Commercial	698	153	22%	150	22%
Industrial	131	13	10%	12	9%
Total	1,248	267	21%	252	20%

Figure 4.22 shows the combined residential, commercial, and industrial baseline sales before and after subtracting achievable technical potential for each scenario for each year of the study.

Figure 4.22. All Sectors Combined Baseline Sales Before and After Subtracting Achievable Technical Potential for Each Scenario (2024–2045)



4.5.1. Residential

Figure 4.23 shows the residential cumulative achievable technical potential over the 22-year study horizon for each scenario.

Figure 4.23. Residential Cumulative Achievable Technical Potential for Each Scenario (2024–2045)

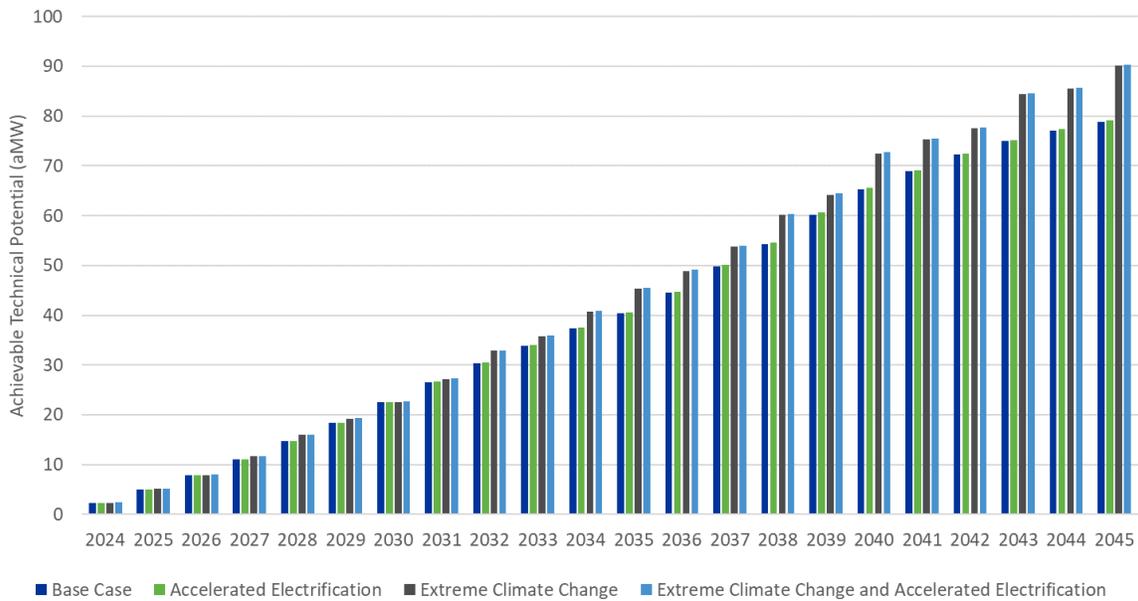
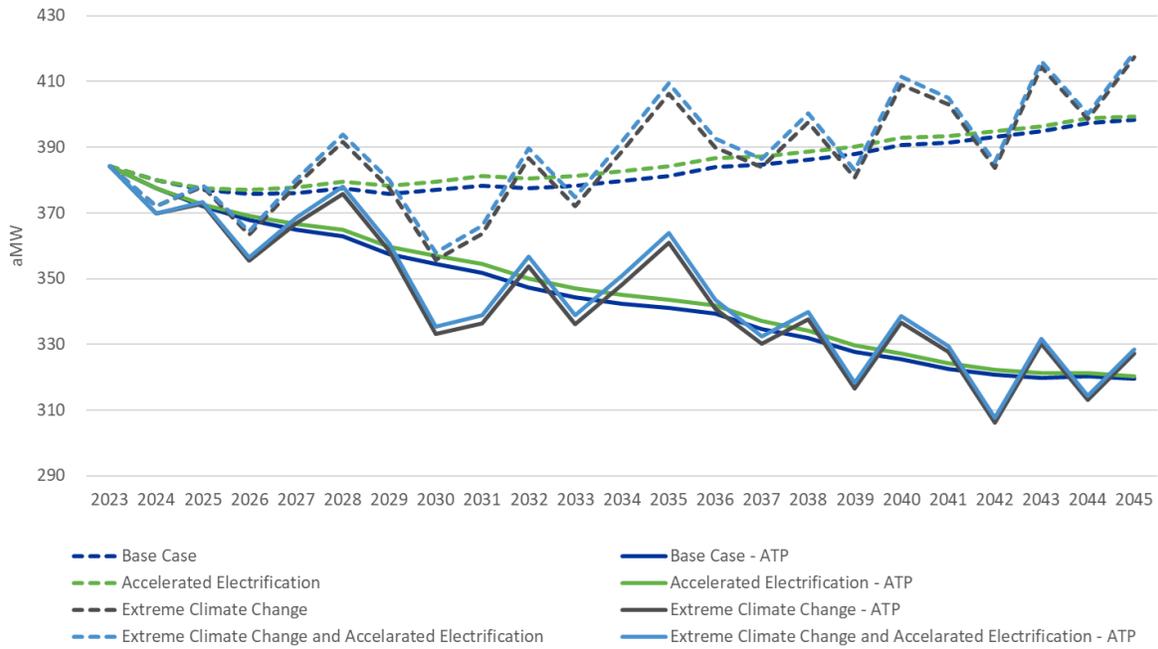


Figure 4.24 shows the residential baseline sales before and after subtracting achievable technical potential for each scenario for each year of the study.

Figure 4.24. Annual Residential Baseline Sales for Each Scenario after Subtracting Achievable Technical Potential (2024–2045)



4.5.2. Commercial

Figure 4.25 shows the commercial cumulative achievable technical potential over the 22-year study horizon for each scenario.

Figure 4.25. Commercial Cumulative Achievable Technical Potential for Each Scenario (2024–2045)

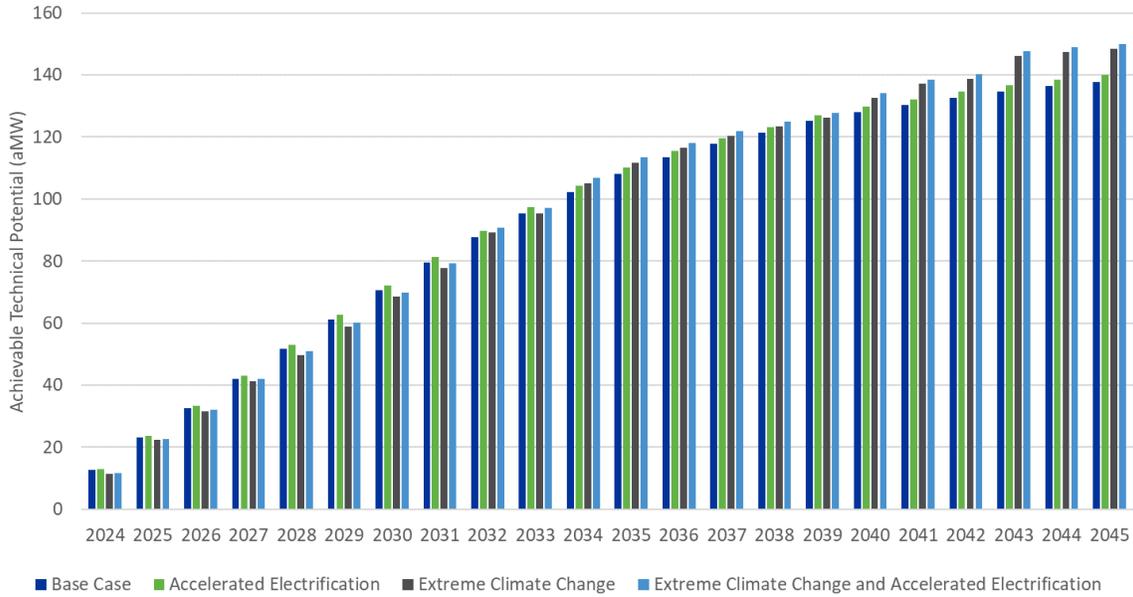
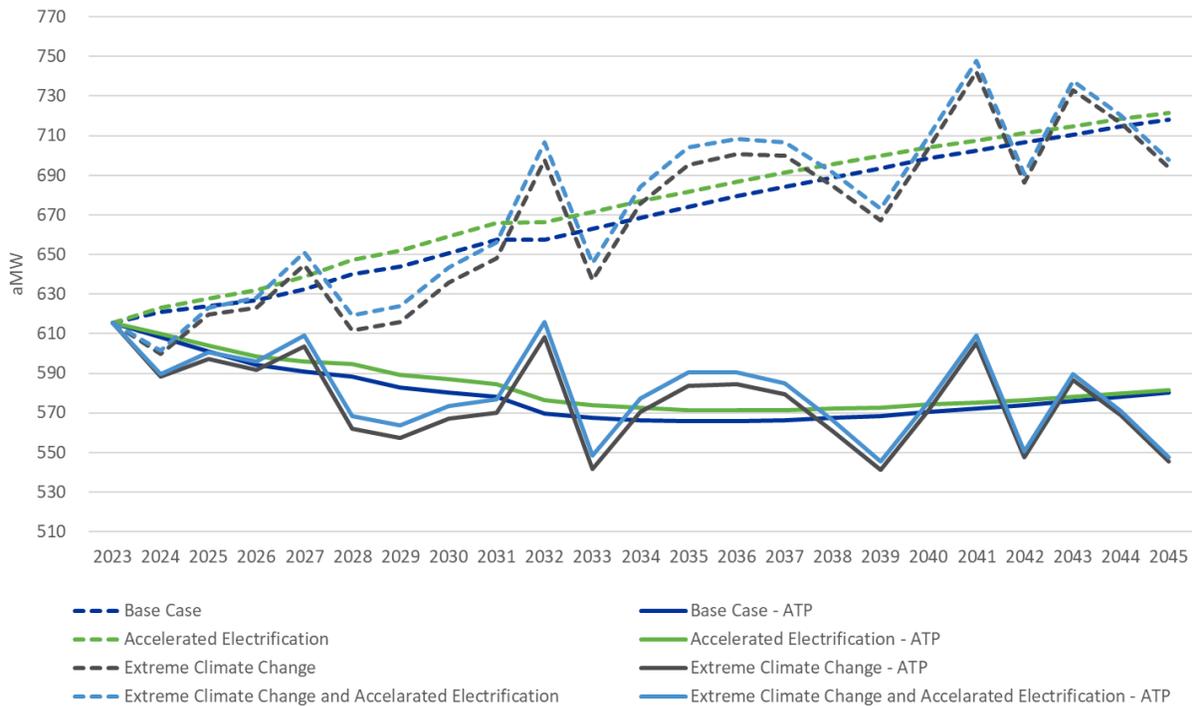


Figure 4.26 shows the commercial baseline sales before and after subtracting achievable technical potential for each scenario for each year of the study.

Figure 4.26. Annual Commercial Baseline Sales for Each Scenario after Subtracting Achievable Technical Potential (2024–2045)



4.5.3. Industrial

As climate change impacts will be negligible for the industrial sector, only the accelerated electrification scenario was considered. Figure 4.27 shows the industrial cumulative achievable technical potential over the 22-year study horizon for base case and accelerated electrification scenario.

Figure 4.27. Industrial Cumulative Achievable Technical Potential for Each Scenario (2024–2045)

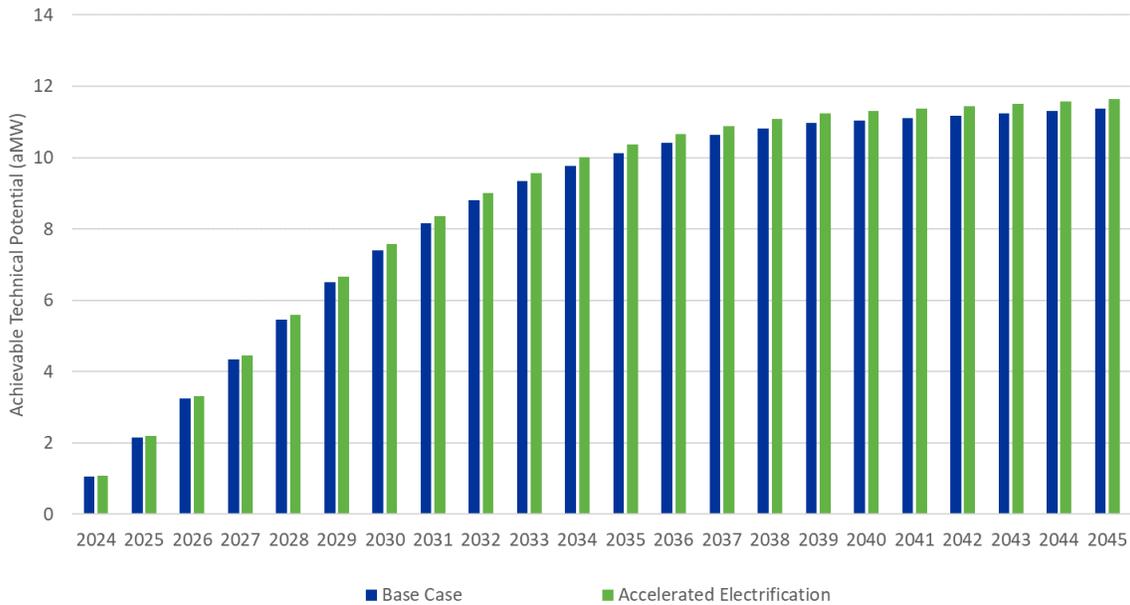
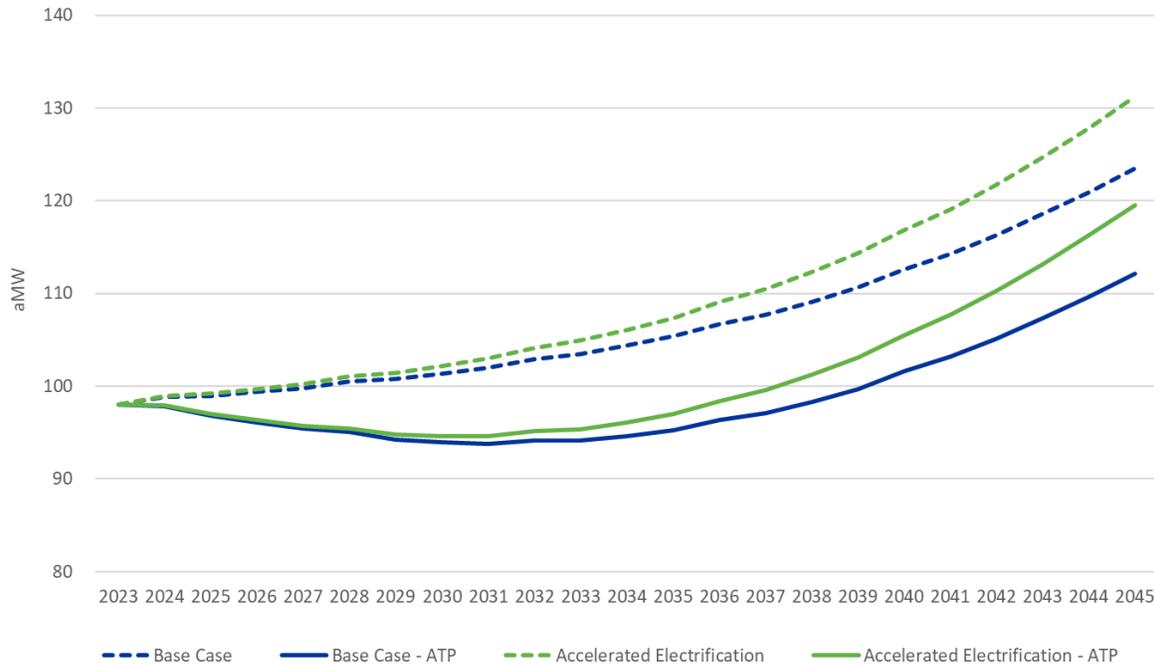


Figure 4.28 shows the industrial baseline sales before and after subtracting achievable technical potential for each scenario for each year of the study.

Figure 4.28. Annual Industrial Baseline Sales for the Base Case and Accelerated Electrification Scenario (2024–2045)



5. Comparison to 2022 CPA

The 2024 DSMPA focused on final year cumulative estimates of technical potential and incremental estimates of achievable technical potential. Cadmus defines the final year cumulative technical potential as the total average megawatt savings that are considered technically feasible to achieve over the study horizon. For the 2022 CPA, that horizon was 2022 through 2041 (20 years) while for the 2024 DSMPA, it is 2024 through 2045 (22 years). Overall, the 2024 DSMPA identified higher final year cumulative technical potential and achievable technical potential compared with the 2022 CPA. This chapter presents the comparison of technical, achievable technical, and achievable economic potential results from these two assessments by detailing the reasons for the differences in results.

5.1. Technical Potential Comparison

The 2024 DSMPA identified 263 aMW of technical potential in the final year, compared with 233 aMW in the 2022 CPA. The 13% increase in cumulative final year technical potential is heavily influenced by the longer study horizon, new load forecast with the adjustments mentioned in the *3. Baseline Forecast* chapter (building electrification, climate change, new construction codes, and impacts of COVID-19), new and updated residential and commercial measures, and the inclusion of residential and commercial measures involving emerging technologies. Table 5.1 shows a comparison of cumulative technical potential, by sector, from the 2022 CPA and 2024 DSMPA.

Table 5.1. Final Year Cumulative Technical Potential Comparison by Sector

Sector	2024 DSMPA			2022 CPA			Percentage Change in Technical Potential
	Baseline Sales—22 Year (aMW)	Technical Potential—22 Year (aMW)	Technical Potential as % of Baseline Sales	Baseline Sales—20 Year (aMW)	Technical Potential—20 Year (aMW)	Technical Potential as % of Baseline Sales	
Residential	398	95	24%	422 ^a	90	21%	5%
Commercial	718	155	22%	667	131	20%	18%
Industrial	124	13	11%	91	12	13%	8%
Total	1,240	263	21%	1,181*	233	19%	13%

^a This is the value after removing the sales due to EVs.

The following sections detail the differences between the 2024 DSMPA and the 2022 CPA by sector.

5.1.1. Changes in Residential Technical Potential

The residential sector technical potential increased from 90 aMW in the final year in the 2022 CPA to 95 aMW in the 2024 DSMPA, which is a 5% increase. In the 2024 DSMPA, several factors affected the potential in positive or negative ways and resulted in an overall increase. The factors contributing to increasing potential are an increase in heat pump and water heater saturations due to electrification, new and updated measures (mainly RTF measures), and the inclusion of measures involving emerging technologies. The factors resulting in a decrease in potential are having the new residential load forecast being 6% lower in the 2024 DSMPA than in the 2022 CPA, adjustments made for the 2022 Revised Code of Washington (RCW 19.27A.160),²⁹ which requires that "... residential and nonresidential construction permitted under the 2031 state energy code achieve a seventy percent reduction in annual net energy consumption, using the adopted 2006 Washington state energy code as a baseline," and an overall decrease in heating and cooling load due to climate change adjustments to the load forecast. In addition, the 2024 DSMPA excludes the EV end use and associated potential, unlike the 2022 CPA, although achievable technical potential due to EVs accounts for only 0.3% of the total achievable technical potential in 2022 CPA.

Table 5.2 provides a comparison of baseline sales and technical potential and the reasoning for the differences.

²⁹ WA Rev Code § 19.27A.160. 2022. "RCW 19.27A.160 Residential and Nonresidential Construction—Energy Consumption Reduction—Council Report." <https://app.leg.wa.gov/RCW/default.aspx?cite=19.27A.160>

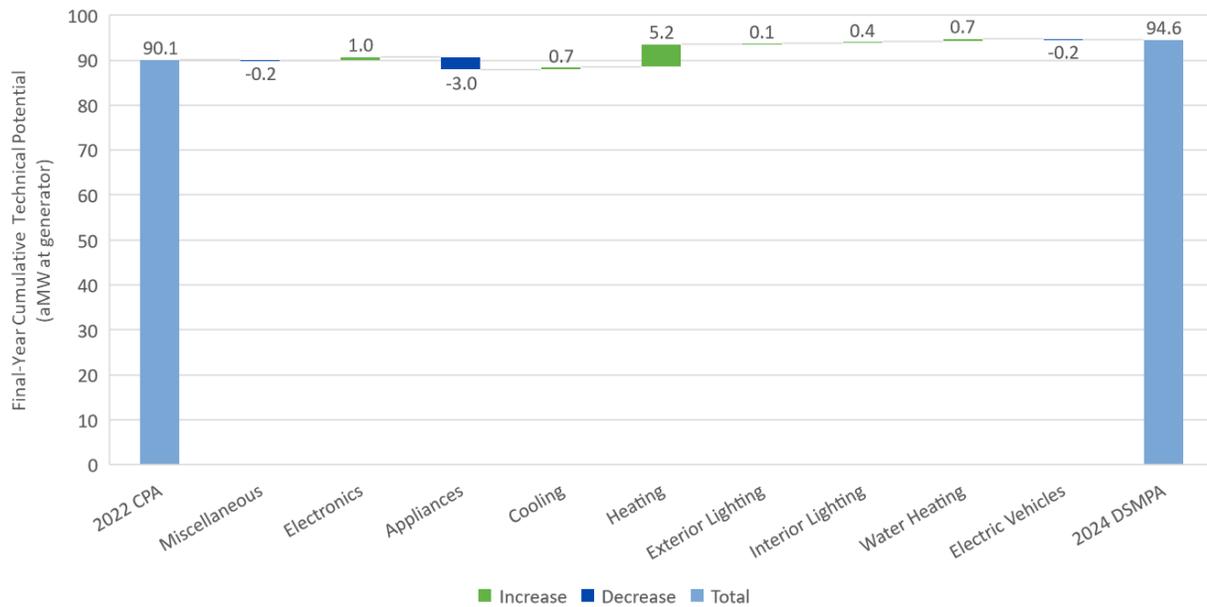
Table 5.2. Residential Cumulative Technical Potential Comparison

Component	2024 DSMPA 22-Year (aMW)	2022 CPA 20-Year (aMW)	Percentage Change	Reason for Change
Baseline Sales (aMW)	398	422 ^a	-6%	Updated sales forecast from City Light with adjustments for COVID-19, building electrification, climate change, and codes and standards.
Technical Potential (aMW)	95	90	5%	Increase in heat pump and water heater saturations due to electrification, new and updated measures, and the inclusion of emerging technology measures
Technical Potential as % of Baseline	24%	21%	N/A	

^a This is the value after removing the sales due to EVs.

Figure 5.1 shows a comparison of residential technical potential at the end-use group level. The blue bars indicate all end-use groups that had a decrease in technical potential from the 2022 CPA to the 2024 DSMPA. The most significant decrease of 3 aMW comes from the appliances end use, driven by reduced savings for heat pump dryers following an update to the RTF heat pump dryers workbook. Other relatively smaller dips in potential are for EVs, due to excluding the EV end use in the 2024 DSMPA, and miscellaneous end uses due to updated pool pump savings and wastewater impacts from updated RTF measure workbooks. The green bars indicate all end-use groups that had an increase in technical potential. The most significant increase was for the heating end use (including heat pumps), at 5.2 aMW, which is due to the increase in heat pump saturations due to electrification. Similarly, the water heating end use increased by 0.7 aMW due to increasing water heater saturations because of electrification. Emerging technology measures added for 2024 DSMPA also led to increased potential in several end uses, such as cooling and heating.

Figure 5.1. Change in Cumulative Residential Technical Potential by End-Use Group



5.1.2. Changes in Commercial Technical Potential

Several factors resulted in the 2024 DSMPA identifying higher final-year cumulative technical potential than the 2022 CPA. These are the new commercial load forecast being 8% higher in the 2024 DSMPA than in the 2022 CPA, an increase in heat pump and water heater saturations due to electrification, an overall increase in heating and cooling load due to climate change adjustments, new and updated measures (mainly RTF measures), and new commercial measures involving emerging technologies. The only factor resulting in a decrease in potential is the adjustment made for the 2022 RCW 19.27A.160.³⁰ Table 5.3 shows a comparison of technical potential in the commercial sector for the two CPAs.

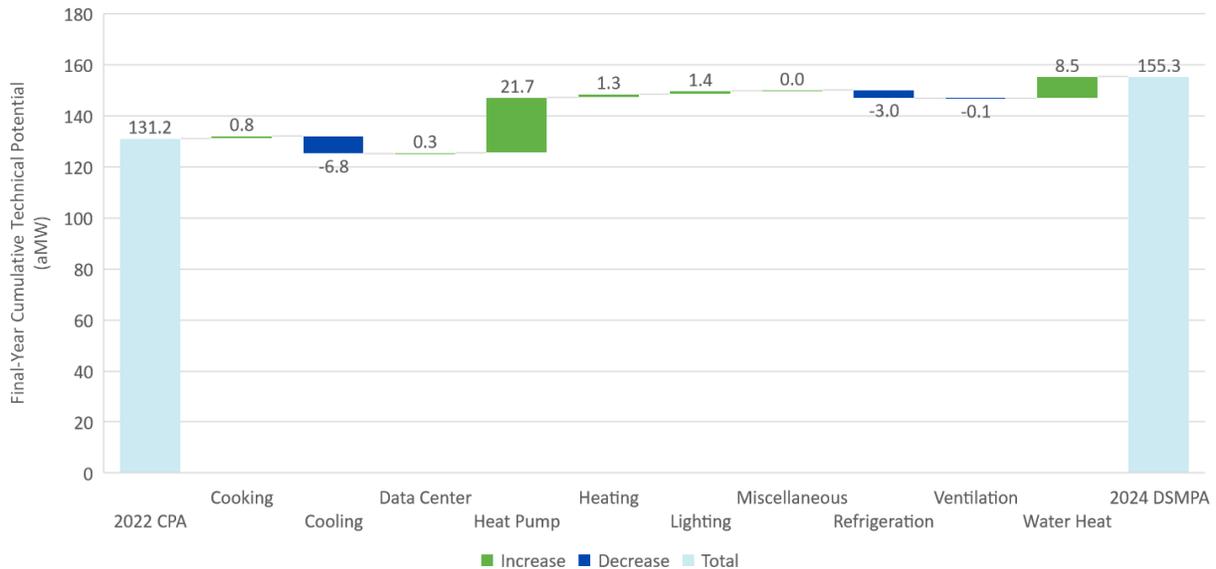
³⁰ WA Rev Code § 19.27A.160, 2022. "RCW 19.27A.160 Residential and Nonresidential Construction—Energy Consumption Reduction—Council Report." <https://app.leg.wa.gov/RCW/default.aspx?cite=19.27A.160>

Table 5.3. Commercial Cumulative Technical Potential Comparison

Component	2024 DSMPA 22-Year (aMW)	2022 CPA 20-Year (aMW)	Percentage Change	Reason for Change
Baseline Sales (aMW)	718	667	8%	Updated sales forecast from City Light with adjustments for COVID 19, building electrification, climate change, and codes and standards.
Technical Potential (aMW)	155	131	18%	Increase in heat pump and water heater saturations due to electrification, increase in heating and cooling loads due to climate change adjustments, new and updated measures, and the inclusion of emerging technology measures
Technical Potential as % of Baseline	22%	20%	N/A	

Figure 5.2 illustrates the change in commercial technical potential between the 2022 CPA and 2024 DSMPA by end-use group. End-use groups exhibiting decreased technical potential include cooling and refrigeration. The decrease in technical potential for the cooling end use is due to the saturation of cooling equipment shifting to heat pumps over the study horizon. Overall, technical potential for commercial space cooling, including both the cooling end-use group (DX and chillers) and the heat pump end-use group, is higher in the 2024 DSMPA than in the 2022 CPA, primarily due to increased cooling loads from climate change adjustments. The decrease in refrigeration potential is driven by updates to RTF refrigeration measures.

Figure 5.2. Change in Commercial Cumulative Technical Potential by End-Use Group



5.1.3. Changes in Industrial Technical Potential

The industrial sector in the 2024 DSMPA did not include any new measures based on the 2021 Power Plan, which resulted in no major change in the industrial sector potential compared with the 2022 CPA. Accounting for building electrification in the 2024 DSMPA increased the base case forecast and resulted in the opportunity for additional energy efficiency potential.

5.2. Achievable Technical Potential and Ramp Rate Comparison

As with assessments of technical potential, Cadmus identified higher cumulative achievable technical potential in the 2024 DSMPA than was shown in the 2022 CPA. Because 22-year cumulative achievable technical potential is a subset of technical potential, factors contributing to higher cumulative achievable technical potential are the same as those previously discussed for technical potential.

The following figures show incremental achievable technical potential from the 2024 DSMPA (Figure 5.3) and the 2022 CPA (Figure 5.4). Incremental achievable technical potential in the first two years of the 2024 DSMPA is about 9% higher than that in the first two years of the 2022 CPA.

Figure 5.3. Incremental Achievable Technical Potential – 2024 DSMPA

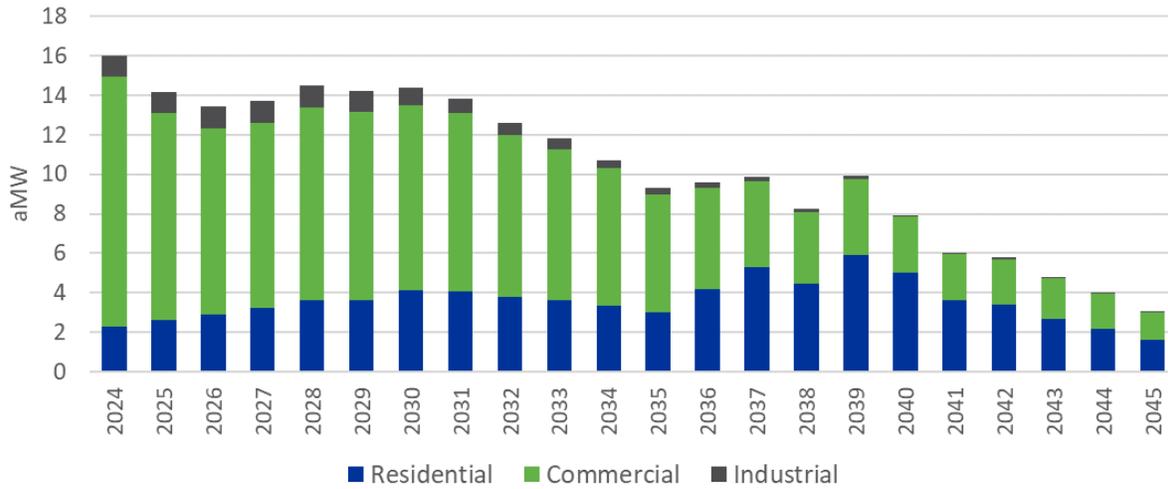


Figure 5.4. Incremental Achievable Technical Potential – 2022 CPA

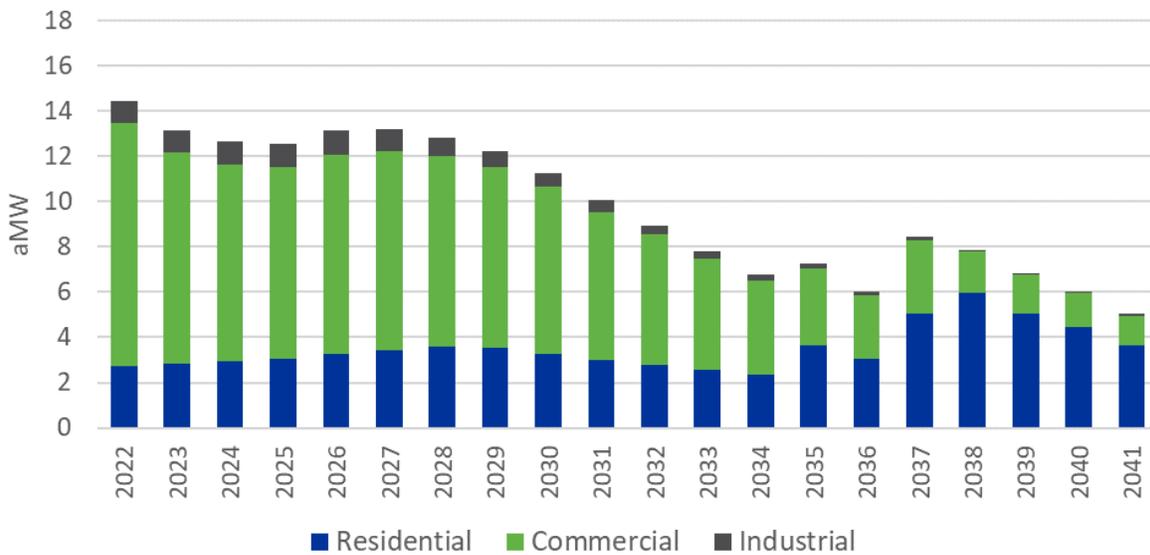


Figure 5.3 and Figure 5.4 show a pretty similar distribution of potential over the study horizons. The two-year achievable potential in the 2022 CPA is equal to approximately 14% of the total 20-year achievable technical potential, whereas the two-year achievable potential in the 2024 DSMPA is equal to approximately 13% of the total 22-year achievable technical potential. This similarity is expected as there is no major difference in ramp rate assumptions used in the 2022 CPA and 2024 DSMPA.

5.3. IRP Achievable Economic Potential Comparison

Both the 2022 CPA and 2024 DSMPA used the IRP optimization modeling to determine how much energy efficiency, as a resource, is cost-effective compared with other competing resources over the study horizon. Table 5.4 shows a comparison of the achievable (economic) potential between the two studies. The IRP optimization modeling assumptions between the two studies differ along several subject areas. For example, costs of supply resource Power Purchase Agreement contracts, the transmission delivery costs in those agreements, and any other ancillary services associated with the energy. Load forecasts are different between the two studies as well. The load forecast in the 2022 CPA did not include any climate change adjustments, had very few electrification assumptions, and included preliminary COVID-19 load adjustments. The 2024 DSMPA load forecast featured climate change, more building electrification loads, and better-understood COVID-19 adjustments. The two studies also have different demand-side potentials and associated costs.

Table 5.4. Achievable Economic Cumulative Potential Comparison

Sector	2024 DSMPA			2022 CPA		
	Baseline Sales – 22-Year (aMW)	Achievable Economic Potential – 22-Year (aMW)	Achievable Economic Potential as % of Baseline Sales	Baseline Sales – 20-Year (aMW)	Achievable Economic Potential – 20-Year (aMW)	Achievable Economic Potential as % of Baseline Sales
Residential	398	50	13	461	18	4%
Commercial	718	72	10	667	77	12%
Industrial	124	10	8	91	10	11%
Total	1240	132	11%	1,219	105	9%

The 2024 DSMPA 22-Year residential sector achievable economic potential increased by nearly 200% compared with the 2022 CPA. The 2024 DSMPA selected nearly all residential measures, mostly due to residential measures’ effectiveness at reducing winter loads..

The 2024 DSMPA commercial and industrial sectors achievable economic potential is very similar to that of the 2022 CPA.

6. Detailed Methodology

Cadmus’ general methodology can be best described as a combined top-down/bottom-up approach. We began the top-down component with City Light’s most current 2022 load forecast. Cadmus adjusted this forecast for building energy codes, equipment efficiency standards, COVID-19 impacts, building electrification, and climate change that was not already accounted for through the forecast. Cadmus then disaggregated this load forecast into its constituent customer sectors, customer segments, and end-use components and projected the results out 22 years. We also calibrated the base year (2023) to City Light’s sector-load forecasts produced in 2022.

For the bottom-up component, Cadmus considered potential technical impacts of various ECMs and practices on each end use. We then estimated impacts, based on engineering calculations, accounting for fuel shares, current market saturations, technical feasibility, and costs. The technical potential presents an alternative forecast that reflects the technical impacts of specific energy efficiency measures. Cadmus then determined the achievable technical potential by applying ramp rates and achievability percentages to technical potential. This chapter describes the CPA methodology in detail.

6.1. Developing Baseline Forecasts

City Light’s sector-level sales and customer forecasts provided the basis for assessing energy efficiency potential. Prior to estimating potential, Cadmus disaggregated sector-level load forecasts by customer segment (business, dwelling, or facility types), building vintage (existing structures and new construction), and end uses (all applicable end uses in each customer sector and segment).

The first step in developing baseline forecasts was to determine the appropriate customer segments in each sector. For designations we drew upon categories available in the study’s key data sources—primarily City Light’s nonresidential customer database (for the commercial and industrial sectors) and the U.S. Census Bureau’s American Community Survey (for the residential sector)—then we mapped the appropriate end uses to relevant customer segments.

Upon determining appropriate customer segments and end uses for each sector, Cadmus produced the baseline end-use load forecasts by integrating current and forecasted customer counts with key market and equipment usage data.

For the commercial and residential sectors, we calculated the total baseline annual consumption for each end use in each customer segment using the following equation:

$$EUSE_{ij} = \sum_e ACCTS_i \times UPA_i \times SAT_{ij} \times FSH_{ij} \times ESH_{ije} \times EUI_{ije}$$

where:

- $EUSE_{ij}$ = total electric energy consumption for end-use j in customer segment i
- $ACCTS_i$ = number of accounts/customers in customer segment i
- UPA_i = units per account in customer segment i (UPA_i generally equals the average square feet per customer in commercial segments, and equals 1.0 in residential dwellings, assessed at the whole-home level)
- SAT_{ij} = share of customers in customer segment i with end-use j
- FSH_{ij} = share of end-use j of customer segment i served by electricity
- ESH_{ije} = market share of efficiency level in equipment for customer segment i and end use j
- EUI_{ije} = end-use intensity: electric energy consumption per unit (per square foot for commercial) for the electric equipment configuration ije

For each sector, we determined the total annual electric consumption as the sum of $EUSE_{ij}$ across the end uses and customer segments.

Consistent with other conservation potential studies, and commensurate with industrial UEC data (which varied widely in quality), we allocated the industrial sector's loads to end uses in various segments based on data available from the U.S. Energy Information Administration.³¹

6.1.1. Derivation of End-Use Consumption

End-use electric energy consumption estimates by segment, end use, and efficiency level (EUI_{ije}) provided one of the most important components in developing a baseline forecast. In the residential sector, Cadmus used estimates of UEC, representing annual electric energy consumption associated with an end use and represented by a specific type of equipment (such as a central AC or heat pump). The basis for the UEC values were derived from savings in the latest RTF workbooks, the Council's 2021 Power Plan workbooks, and savings analyses to calculate accurate consumption wherever possible for all efficiency levels of an end-use technology. When Council workbooks did not exist for certain end uses, Cadmus used results from NEEA's 2017 RBSA or City Light's oversample, or we conducted other research (e.g., U.S. Department of Energy, ENERGY STAR).

For the commercial sector, Cadmus treated consumption estimates as end-use intensities that represented annual electric energy consumption per square foot served. To develop the end-use intensities, Cadmus developed electric energy intensities (total kilowatt-hours per building square foot) based on NEEA's 2019 CBSA IV. Cadmus then benchmarked these electric energy intensities against various other data sources including the CBSA III, historical forecasted and potential study data from City Light, and historical end-use intensities developed by the Council and NEEA.

To distribute the electric energy intensities to end-use intensities, Cadmus used assumptions specific to each building segment and each end use:

- Lighting. The methodology for lighting end-use consisted of analyzing CBSA IV's lighting power density (lighting wattage per square foot) multiplied by the Council's interior lighting hours of use by building type. Once we had calculated lighting end-use intensity, Cadmus subtracted this portion of load from the total CBSA electric energy intensities (e.g., to estimate non-lighting intensities).
- Non-lighting. To distribute the remaining non-lighting CBSA electric energy intensities into end uses, Cadmus used 2012 CBECS microdata to calculate percentages of end-use intensities across various end-use groups by building types as defined by the Council. Cadmus used the CBSA fuel shares and end-use saturations to adjust the distributions of CBECS end-use intensities to better represent City Light's commercial service territory. These finalized CBECS end-use intensities—adjusted with CBSA values where possible—were the basis for most of the end-use intensities in the commercial sector.

³¹ U.S. Department of Energy, Energy Information Administration. 2010. *Manufacturing Energy Consumption Survey*.

- Computers and servers. Cadmus developed energy intensities by building type for two end-uses—computers (desktops and laptops) and servers—using the CBECS number of units per square foot multiplied by unit consumption.
- University. The CBSA IV data lacked information on university building type, and the schools building type represented only K–12, as designated by the Council. Cadmus developed a more accurate electric energy intensity specific to universities by calculating a ratio of the CBECS’s university and school K–12 building types. Cadmus then used the CBSA school K–12 lighting power density and applied the Council’s university lighting hours of use. Cadmus determined that the result was reasonable by benchmarking the university lighting end-use intensity developed for City Light against the ratio of CBECS university and school K–12 lighting loads.
- Retail. Low CBSA respondent counts and matching varying definitions of building type in Council and CBECS data caused concern, especially for the large and extra-large retail building types, so Cadmus combined large and extra-large retail building types for the CBSA electric energy intensities and lighting power density. Similarly, Cadmus combined small and medium retail building types because the counts and definitions were insufficient.

For the industrial sector, end-use electric energy consumption represented total annual industry consumption by end use, as allocated by the secondary data described above.

6.1.2. City Light Forecast Adjustments

Cadmus worked with the City Light load forecast team to adjust the baseline forecast to account for the impacts of COVID-19, climate change, equipment standards, building energy codes, and building electrification.

We accounted for the impacts of COVID-19 based on the adjustment factors provided by City Light for the residential and commercial sectors. We did not consider COVID-19 impacts for the industrial sector.

To account for the impacts of climate change, Cadmus used Multivariate Adaptive Constructed Analogs (MACA) scalar-adjusted HDD and CDD data provided by City Light. Cadmus applied annual HDD and CDD adjustment ratios (called climate change adjustment factors) to cooling, heating, and heat pump UECs for the residential and commercial sectors. Table 6.1 presents the climate change adjustment factors for the heating, cooling, and heat pump end uses for each year.

Table 6.1. Climate Change Adjustment Factors for Residential and Commercial Heating, Cooling, and Heat Pump End Uses for Each Year

Year	Residential and Commercial Heating End-Use Multiplier	Residential and Commercial Cooling End-Use Multiplier	Residential Heat Pump End-Use Multiplier	Average Commercial Heat Pump End-Use Multiplier ^a
2023	1.00	1.00	1.00	1.00
2024	1.00	1.02	1.00	1.01
2025	0.99	1.04	0.99	1.01
2026	0.98	1.06	0.99	1.02
2027	0.98	1.08	0.98	1.02
2028	0.98	1.10	0.98	1.04
2029	0.97	1.13	0.97	1.04
2030	0.96	1.15	0.97	1.05
2031	0.96	1.17	0.97	1.06
2032	0.96	1.20	0.97	1.07
2033	0.95	1.22	0.96	1.07
2034	0.94	1.25	0.95	1.08
2035	0.94	1.27	0.95	1.09
2036	0.94	1.30	0.95	1.10
2037	0.93	1.32	0.94	1.10
2038	0.92	1.35	0.94	1.11
2039	0.92	1.37	0.93	1.12
2040	0.92	1.40	0.94	1.13
2041	0.91	1.42	0.93	1.14
2042	0.90	1.44	0.92	1.14
2043	0.90	1.47	0.92	1.15
2044	0.90	1.49	0.92	1.16
2045	0.89	1.52	0.91	1.17

^a Since the heat pump heating/cooling ratio of heat pumps varies by the type of the commercial building, commercial heat pump consumptions vary by building type. The numbers presented in this table are average multipliers.

For each end uses, Cadmus multiplied the base year (2023) UEC by the multipliers shown in the table above to calculate the climate change adjusted UEC. For example, for cooling, the climate adjustment factor was 1.52 in 2045, and therefore we multiplied the base year (2023) cooling consumption by 152% in 2045.

For the commercial sector, heat pump consumptions vary by building type because the heat pump heating/cooling ratio of heat pumps varies by the type of commercial building. On average, we multiplied the base year commercial heat pump consumptions by 117% in 2045. For the residential sector, based on observed increases in the adoption of heat pumps and air conditioning spurred by the 2021 heat dome, Cadmus assumed that future cooling saturation (heat pump plus air conditioning) would reach 70% by

2045. Cadmus implemented this assumption by linearly interpolating between base year (2023) saturation and final year (2045) saturation.

Cadmus further tailored the load forecast embedded with climate change adjustments for the impacts of city and state codes and federal standards that were on the books as of January 2023. We describe treatment of codes and standards in the 2024 DSMPA in the *Incorporating Federal Standards and State and Local Codes and Policies* section.

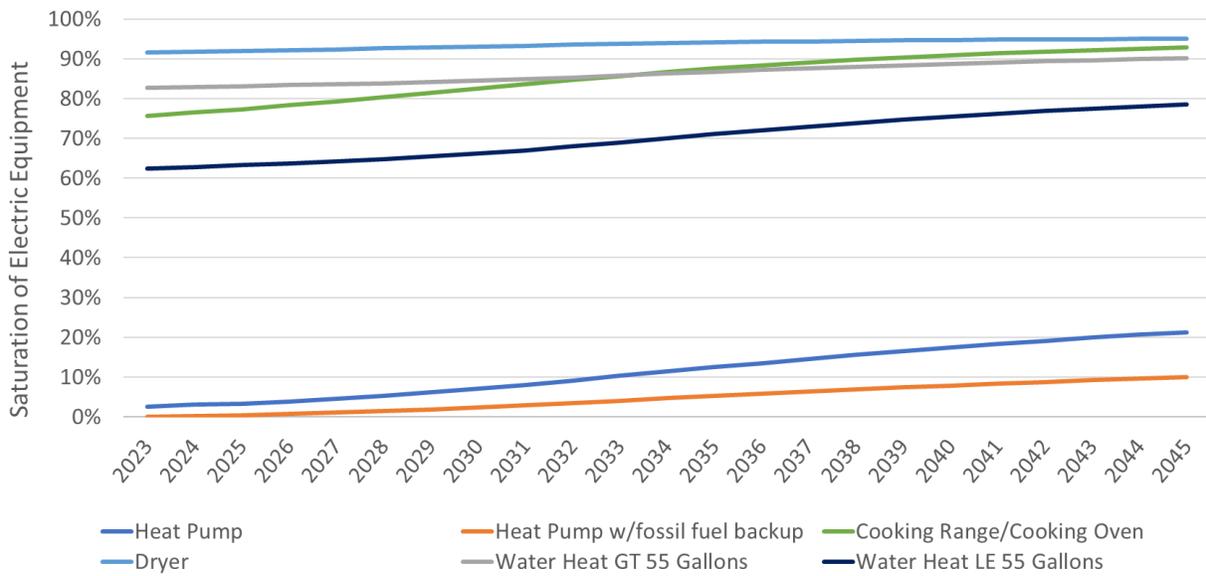
Furthermore, Cadmus made adjustments for building electrification based on a 2022 EPRI study.³² For this 2024 DSMPA, Cadmus applied the EPRI study's moderate market advancement scenario data to account for the impacts of electrification. The moderate market advancement scenario is the closest to a "business as usual" scenario where electric transportation adoption continues to grow based on past trajectories and includes any incentives that may have been offered prior to 2020, and where the electrification of buildings and industry are driven by customer choice as well as relative economics.³³ The building stock and end-use saturation assumptions of the moderate market advancement scenario is generally consistent with City Light's 2022 load forecast and the 2022 CPA.

Based on moderate market advancement scenario data, Cadmus increased the fuel shares and equipment saturations such that for the residential sector, we converted cooking, dryer, and water heater fuel to electric: this meant that heat pump equipment saturations increased as non-electric space heating equipment is converted to heat pumps. Figure 6.1 presents the change in saturation of electric equipment for cooking, water heating, and HVAC heat pumps with and without fossil fuel backup over the study horizon for single-family houses (existing construction).

³² Electric Power Research Institute. January 2022. *Seattle City Light Electrification Assessment, Final Report*.

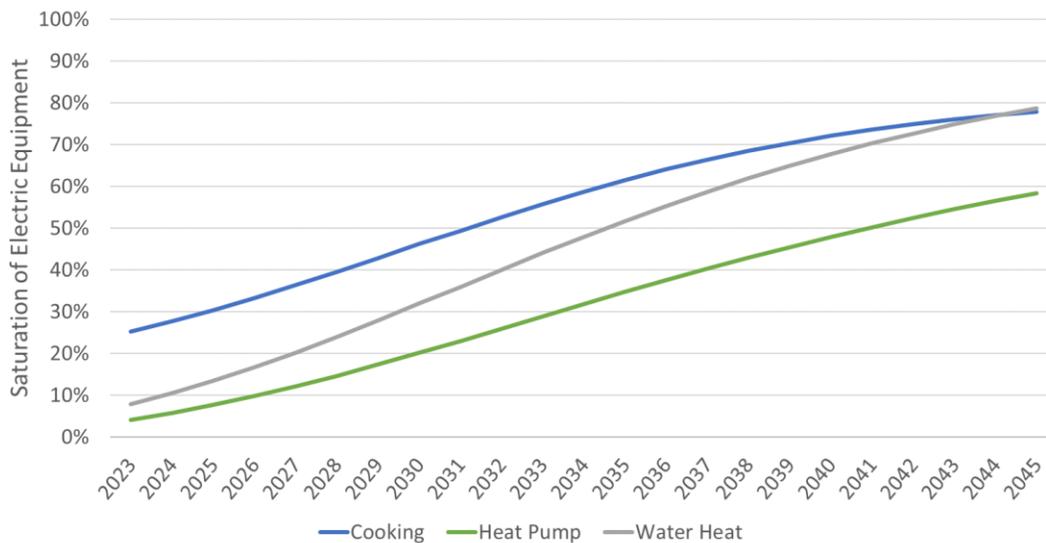
³³ This is a description of the EPRI study scenario used by City Light in the IRP process. The 2024 DSMPA estimates demand response potential for managed EV charging. It does not estimate conservation potential for efficient EV chargers. It also does not include transportation electrification in its baseline forecast. Instead, City Light adds the transportation electrification forecast to the 2024 DSMPA load forecast as part of the IRP modeling process.

Figure 6.1. Cooking, Water Heating, Heat Pump, and Heat Pump with Fossil Fuel Backup Saturations in Single-Family Houses (Existing Construction)



Similarly, for the commercial sector, cooking, water heater, and HVAC heat pump electric equipment saturations increased. As an example, Figure 6.2 presents the change in cooking, water heating, and heat pump saturation of electric equipment over the study horizon for restaurants (existing construction).

Figure 6.2. Cooking, Water Heating, and Heat Pump Saturations in Restaurants (Existing Construction)



In this study, all these adjustments are naturally occurring rather than having energy efficiency potential.

6.2. Baseline Forecast Scenarios

Cadmus worked with the City Light load forecast team to define three baseline forecast scenarios that represent different conditions that could occur in the future. We then updated the baseline forecast to show the effects of these conditions on the load forecast:

- **Scenario 1: Extreme Climate Change.** This scenario reflects the impact of higher temperatures on the residential and commercial forecast compared with the moderate climate change conditions incorporated in the baseline forecast. It also demonstrates the impact of higher AC saturations on the residential forecast. We modeled the temperature increase based on CDDs and HDDs associated with the CanESM2 model provided by City Light, which resulted in increased cooling and decreased heating load. The impacts of this scenario effected the residential sector as an increase in AC saturation from 70% by 2045 in the baseline forecast to 85% in this scenario forecast.
- **Scenario 2: Accelerated Electrification.** This scenario reflects the accelerated market advancement scenario of the “Phase 2 - Seattle City Light Electrification Assessment” conducted by EPRI in 2022. This accelerated market advancement scenario is a middle ground between the moderate and rapid market advancement scenarios of City Light’s Electrification Assessment, where the rapid market advancement scenario was defined to be consistent with the goals and policies outlined in the Seattle Climate Action Plan³⁴ while also covering the Seattle Office of Sustainability proposal to set carbon-based benchmarking requirements for commercial and multifamily buildings over 20,000 square feet.³⁵
- **Scenario 3: Extreme Climate Change and Accelerated Electrification.** This was the most extreme of all three scenarios and represents a condition of both extreme climate change and the accelerated electrification scenario.

6.3. Measure Characterization

Because technical potential draws upon an alternative forecast, reflecting installations of all technically feasible measures, Cadmus chose the most robust set of appropriate ECMs and developed a comprehensive database of technical and market data for these ECMs that applied to all end uses in various market segments.

³⁴ Seattle Office of Sustainability and Environment. June 2013. *City of Seattle 2013 Climate Action Plan*. https://www.seattle.gov/Documents/Departments/Environment/ClimateChange/2013_CAP_20130612.pdf

³⁵ Brown K. March 10, 2022. Exploring Building Performance Standards: A New Policy to Reduce Building Sector Emissions. <https://greenspace.seattle.gov/2022/03/exploring-building-performance-standards-a-new-policy-to-reduce-building-sector-emissions/#sthash.ICi0WGc5.inrTWtUd.dpbs>

The database included the following measures:

- All measures in the Council’s 2021 Power Plan conservation supply curve workbooks
- Active UES measures in the RTF
- Commercial technologies that were of interest to City Light and included in the 2022 CPA, such as airflow management (data center), building automation system upgrades, computer room AC, cooling towers, economizer (outside air), economizer (water side), freezer (lab grade), heat pump (water source), heat recovery improvements, HVAC retro-commissioning, LED sign lighting, server (virtualization), and water heater controls.
- Emerging technology measures that are near commercialization or that may become cost-effective within the next five years and can help bridge the gap in declining potential from current technologies. These measures included the following for the residential and commercial sectors:

Residential sector:

- Induction cooktop, 2-element
- Induction cooktop, 4-element
- Vinyl siding, insulated
- Structural Insulated Panels panel framing
- Networked automation controls
- Smart electrical panel
- Smart outlets
- Indirect evaporative cooler, 2.5 tons
- Indirect evaporative cooler, 1.0 tons
- Clothes dryer with heat recovery
- Advanced air-to-water heat pump

Commercial sector:

- Induction cooktop
- Commercial/industrial carbon dioxide heat pumps
- Central heat pump water heater with load controls
- Aerofoil outfitted shelving
- Advanced air-to-water heat pump
- Web-enabled power monitoring for small and medium-sized businesses
- Food truck, efficient electric cooking
- Low global warming potential freezers and refrigerator cases

Cadmus included only the Council and RTF measures applicable to sectors and market segments in City Light’s service territory. For example, we did not characterize measures for the agriculture sector or the residential manufactured home segment, as these sectors are a small fraction of City Light’s customer mix. Cadmus added measures if the RTF workbooks were not included in the Council’s 2021 Power Plan or if the RTF workbooks have been updated since the Council’s 2021 Power Plan workbooks.

Cadmus classified the electric energy efficiency measures applicable to City Light’s service territories into two categories:

- **High-efficiency equipment (lost opportunity) measures** directly affecting end-use equipment (such as high-efficiency domestic water heaters), which follow normal replacement patterns based on expected lifetimes.
- **Non-equipment (retrofit) measures** affecting UEC without replacing end-use equipment (such as insulation). Such measures do not include timing constraints from equipment turnover—except

for new construction—and should be considered discretionary, given that savings can be acquired at any point over the planning horizon.

Each measure type had several relevant inputs:

- **Equipment and non-equipment measures:**
 - Energy savings: average annual savings attributable to installing the measure, in absolute and/or percentage terms
 - Equipment cost: full or incremental, depending on the nature of the measure and the application
 - Labor cost: the expense of installing the measure, accounting for differences in labor rates by region and other variables
 - Technical feasibility: the percentage of buildings where customers can install this measure, accounting for physical constraints
 - Measure life: the expected life of the measure equipment
- **Non-equipment measures only:**
 - Percentage incomplete: the percentage of buildings where customers have not installed the measure, but where its installation is technically feasible. This equals 1.0 minus the measure's current saturation
 - Measure competition: for mutually exclusive measures, accounting for the percentage of each measure likely installed to avoid double-counting savings
 - Measure interaction: accounting for end-use interactions (for example, a decrease in lighting power density causing heating loads to increase)

Among various sources, Cadmus primarily derived these inputs from four resources:

- NEEA CBSA IV, including Puget Sound Energy's oversample, where applicable³⁶
- NEEA RBSA II with City Light's oversample
- The Northwest Power and Conservation Council's 2021 Power Plan conservation supply curve workbooks
- The RTF UES measure workbooks

For many equipment and non-equipment inputs, Cadmus reviewed a variety of sources. To determine which source to use for this study, Cadmus developed a hierarchy for costs and savings (also shown in Table 6.2):

1. The Council's 2021 Power Plan conservation supply curve workbooks, except in cases where a more recent version of RTF UES measure workbooks was submitted and not used in the Council's 2021 Power Plan

³⁶ City Light did not have an oversample conducted as part of CBSA IV. To better represent the Seattle area (compared with regional values), Cadmus incorporated Puget Sound Energy's CBSA oversample data.

2. RTF UES measure workbooks
3. Secondary sources, such as American Council for an Energy-Efficient Economy work papers, Simple Energy and Enthalpy Model building simulations, or various technical reference manuals

Cadmus also developed a hierarchy to determine the source for various applicability factors, such as the technical feasibility and the percentage incomplete. This hierarchy differed slightly for residential and commercial measure lists.

RBSA Methodology

For residential estimates, Cadmus relied on City Light's oversample in NEEA's RBSA II (2017). If City Light's subset did not have a sufficient sample to achieve 90% confidence with $\pm 10\%$ precision for a given estimate, we derived estimates from the sample of Puget Sound-area customers (of City Light, Puget Sound Energy, the Snohomish County Public Utility District, and Tacoma Power) or for the broader Northwest, as found in the RBSA. If Cadmus could not calculate applicability factors from NEEA's RBSA, we used applicability factors from the Council's 2021 Power Plan conservation supply curve workbooks. The resulting estimates reflect averages for the Northwest region and were not necessarily specific to City Light's service territory.

CBSA Methodology

For the commercial sector, Cadmus first used the subset of City Light's customers, including Puget Sound Energy's oversample, in NEEA's CBSA IV (2019).

The original CBSA IV weights were constructed to represent the Council's regional building counts. To represent City Light's building counts, Cadmus reanalyzed the CBSA weights based on City Light's totals of building square footage for specific building types. Cadmus included only the CBSA data and the Puget Sound Energy's oversample in the Council's defined climate heating zone 1. While reviewing whether to only include urban sites in these analyses, Cadmus found that, for the heating zone 1 subset, 92% of the buildings were urban and 95% of building square footage was urban. Due to the limited impact of rural for all sites in the heating zone 1 subset, Cadmus did not make any further adjustments in the overall analysis.

Once Cadmus finalized City Light's CBSA weights to match City Light's total building square footage by building type, we used these weights for all CBSA analysis in this study. Where respondent counts were sufficient for specific CBSA analyses, Cadmus used building type names as defined by the Council to produce more granular results.

If NEEA's CBSA did not have sufficient data to estimate a particular value (for example, applicability factors) for a given measure, Cadmus relied on factors from the Council's 2021 Power Plan conservation supply curve workbooks.

Measure Data Sources

Table 6.2 lists the primary sources referenced in the study by data input.

Table 6.2. Key Measure Data Sources

Data	Residential Source	Commercial Source	Industrial Source
Energy Savings	2021 Power Plan supply curve workbooks; RTF; Cadmus research	2021 Power Plan supply curve workbooks; RTF; Cadmus research	2021 Power Plan supply curve workbooks; Cadmus research
Equipment and Labor Costs	2021 Power Plan supply curve workbooks; RTF; Cadmus research	2021 Power Plan supply curve workbooks; RTF; Cadmus research	2021 Power Plan supply curve workbooks; Cadmus research
Measure Life	2021 Power Plan supply curve workbooks; RTF; Cadmus research	2021 Power Plan supply curve workbooks; RTF; Cadmus research	2021 Power Plan supply curve workbooks; Cadmus research
Technical Feasibility	NEEA RBSA; Cadmus research	NEEA CBSA; Cadmus research	Cadmus research; Council industrial data
Percentage Incomplete	NEEA RBSA; City Lights program accomplishments; Cadmus research	NEEA CBSA; City Lights program accomplishments; Cadmus research	Cadmus research; Council industrial data
Measure Interaction	2021 Power Plan supply curve workbooks; RTF; Cadmus research	2021 Power Plan supply curve workbooks; RTF; Cadmus research	Cadmus research

6.3.1. Incorporating Federal Standards and State and Local Codes and Policies

Cadmus’ assessment accounted for changes in codes, standards, and policies over the planning horizon. These changes not only affected customers’ energy-consumption patterns and behaviors, they also revealed which energy efficiency measures would continue to produce savings over minimum requirements. Cadmus captured current efficiency requirements, including those enacted but not yet in effect.

Cadmus reviewed all local and state codes, federal standards, and local and state policy initiatives that could impact this potential study and that were on the books as of January 2023. For the residential and commercial sectors, the potential study considered the local energy codes (2021 Seattle Energy Code with amendments, 2021 Washington State Energy Code, and 2021 RCW) as well as current and pending federal standards. Cadmus also assessed if, how, and when Washington State and Seattle City legislation impacted the potential study. This legislation included Seattle’s Energy Benchmarking Program (SMC 22.920), Washington’s Clean Buildings bill (E3S House Bill 1257), and the CETA (194-40-330).

Cadmus reviewed many codes, standards, and policy initiatives:

- **Federal standards.** All technology standards for heating and cooling equipment, lighting, water heating, motors, and other appliances not covered in or superseded by state and local codes.³⁷
- **2021 Seattle Energy Code.** The code requires all new commercial buildings and large multifamily buildings above three stories to use the most-efficient technologies for space and

³⁷ Office of Energy Efficiency & Renewable Energy. Accessed June 2021. “Standards and Test Procedures.” <https://www.energy.gov/eere/buildings/standards-and-test-procedures>

water heating, which are *de facto* electric heat pumps in most cases. These latest updates to the Energy Code also apply to HVAC and water heating equipment replacements in existing buildings; however, there are several exemptions such that the impact of this provision on load forecasts is projected to be negligible (regarding existing buildings). All other code provisions took effect on March 15, 2021.³⁸

- **2021 Washington State Energy Code.** The code provides requirements for residential and commercial new construction buildings, except in cases where the 2021 Seattle Energy Code supersedes the Washington code. The effective date was July 1, 2023.³⁹
- **Seattle's Energy Benchmarking Program (SMC 22.920).** This program requires owners of commercial and multifamily buildings (20,000 square feet or larger) to track and report energy performance and annually to the City of Seattle. Though in effect since 2016, full enforcement of the program began on January 1, 2021.⁴⁰
- **2021 RCW 19.260.040.** These codes set minimum efficiency standards for specific types of products including computers, monitors, showerheads, faucets, residential ventilation fans, general service lamps, air compressors, uninterruptible power supplies, water coolers, portable ACs, high color rendering index fluorescent lamps, commercial dishwashers, steam cookers, hot food holding cabinets, and fryers. The effective dates varied by product with the 2021 RCW signed on July 28, 2019.⁴¹
- **Clean Buildings Bill (E3S House Bill 1257).** The law requires the Washington State Department of Commerce to develop and implement an energy performance standard for the state's existing buildings, especially large commercial buildings (based on building square feet) and provide incentives to encourage efficiency improvements. The effective date was July 28, 2019, with the

³⁸ City of Seattle, Office of the City Clerk. February 1, 2021. "Council Bill No: CB 119993. An Ordinance Relating to Seattle's Construction Codes." <http://seattle.legistar.com/LegislationDetail.aspx?ID=4763161&GUID=A4B94487-56DE-4EBD-9BBA-C332F6E0EE5D>

³⁹ Washington State Building Code Council. Accessed June 2021. <https://sbcc.wa.gov/>

⁴⁰ City of Seattle, Office of Sustainability and Environment. Accessed June 2021. "Energy Benchmarking." [https://www.seattle.gov/environment/climate-change/buildings-and-energy/energy-benchmarking#:~:text=Seattle's%20Energy%20Benchmarking%20Program%20\(SMC,to%20the%20City%20of%20Seattle.&text=Compare%20your%20building's%20energy%20performance,started%20saving%20energy%20and%20money.](https://www.seattle.gov/environment/climate-change/buildings-and-energy/energy-benchmarking#:~:text=Seattle's%20Energy%20Benchmarking%20Program%20(SMC,to%20the%20City%20of%20Seattle.&text=Compare%20your%20building's%20energy%20performance,started%20saving%20energy%20and%20money.)

⁴¹ Washington State Legislature. Revised Code of Washington. December 7, 2020. "RCW 19.260.050 Limit on Sale or Installation of Products Required to Meet or Exceed Standards in RCW 19.260.040." <https://app.leg.wa.gov/rcw/default.aspx?cite=19.260.050>

building compliance schedule set to begin on June 1, 2026. Early adopter incentive applications began in July 2021.⁴²

- **CETA (194-40-330).** This act applies to all electric utilities serving retail customers in Washington and sets specific milestones to reach the required 100% clean electricity supply. The first milestone was in 2022, when each utility was required to have prepared and published a Clean Energy Implementation Plan with its own four-year targets for energy efficiency, demand response, and renewable energy.⁴³
- **Shoreline’s Ordinance No. 948.**⁴⁴ This ordinance promotes energy efficiency and the decarbonization of commercial and large multifamily buildings like the Seattle Building Energy Code.

Applying Federal Standards

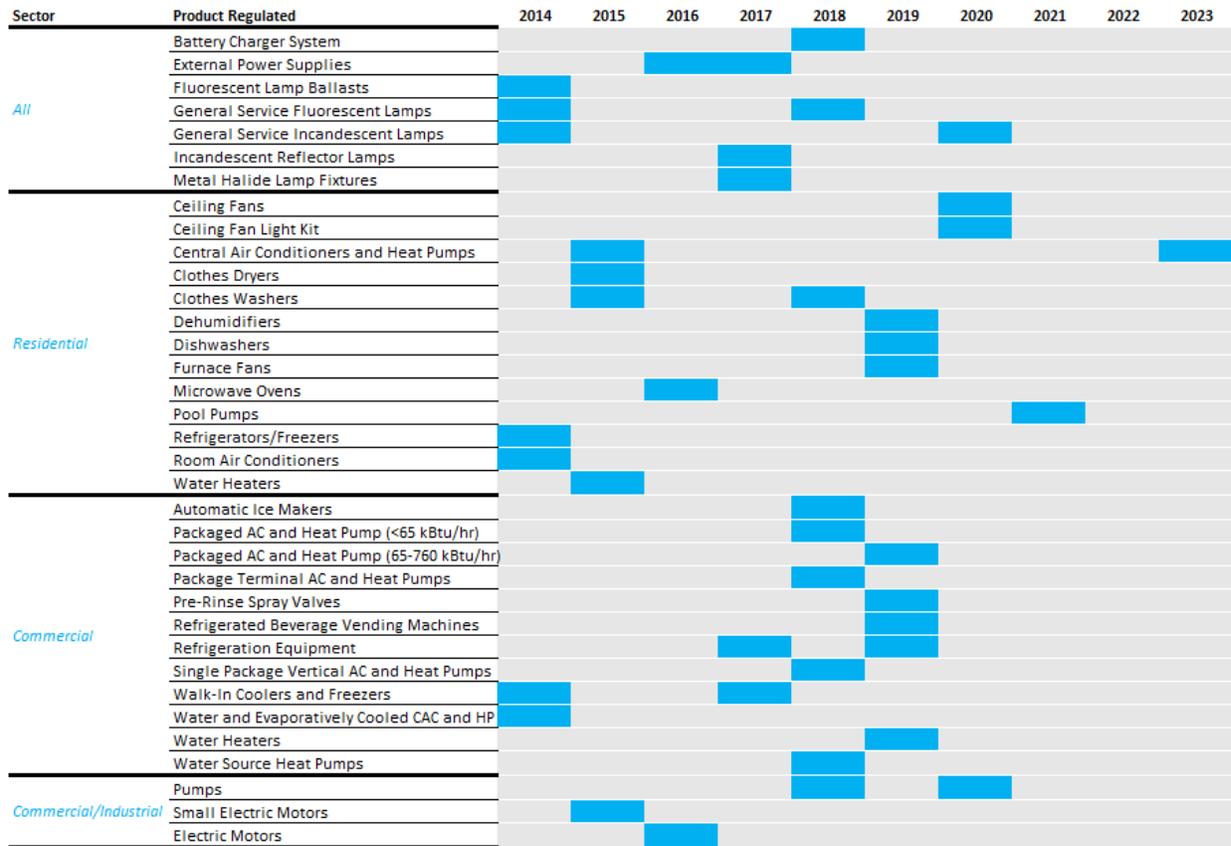
Cadmus explicitly accounted for several other pending federal codes and standards. For the residential sector, these included appliance, HVAC, and water heating standards. For the commercial sector, these included appliance, HVAC, lighting, motor, and water heating standards. Figure 6.3 provides a comprehensive list of equipment standards considered in the study. Bars indicate the year in which a new equipment standard was or will be enacted. However, Cadmus did not attempt to predict how energy standards might change in the future. At the time Cadmus finalized the measure list for this study, there were no federal appliance standards pending after 2023.

⁴² Washington State Department of Commerce. Accessed June 2023. “Clean Buildings.” <https://www.commerce.wa.gov/growing-the-economy/energy/buildings/>

⁴³ Washington State Department of Commerce. Accessed June 2023. “Clean Energy Transformation Act (CETA).” <https://www.commerce.wa.gov/growing-the-economy/energy/ceta/>

⁴⁴ Ordinance No. 948 “Ordinance of the City of Shoreline, Washington Amending Chapter 15.05, Construction and Building Codes, of the Shoreline Municipal Code, to Provide Amendments to the Washington State Energy Code – Commercial, as Adopted by the State of Washington” took effect on July 1, 2022.

Figure 6.3. Equipment Standards Considered



Treatment of State and Local Codes and Initiatives

Cadmus identified each type of code (local or state) and/or initiative (local and state) that would impact measures in the DSMPA. Cadmus sorted each impact into four main categories.

- Measure applicability or savings adjustment.** Cadmus adjusted measure characterization inputs to account for local and state energy codes (2021 Washington State Energy Code and 2021 RCW). Where appropriate, Cadmus revised measure applicability, savings, and/or costs to reflect the impact of the code. For example, we removed measures entirely or over time (applicability set to zero) if code baselines were more efficient than the baseline data found in the RTF or Council workbooks (such as for showerheads, fryers, steam cookers, and new construction homes).

Notably, the Washington State Energy Code (RCW 19.27A.160) states "...residential and nonresidential construction permitted under the 2031 state energy code must achieve a 70% reduction in annual net energy consumption, using the adopted 2006 Washington state energy code as a baseline." For this purpose, Cadmus adjusted the new construction load forecast periodically so that by 2031 the new construction load meets the requirement. RCW 19.27A.160 also mandates that the Council report its progress every three years, so Cadmus incremented the code adjustment every three years until 2031 to account for future state codes that meet

the requirement of RCW 19.27A.160. Cadmus did not predict exactly how each end use will be impacted, rather we opted for a general reduction to building energy use for new construction across all end uses. Much of the net energy reduction is expected to be achieved through electrification of thermal end uses, an expectation which this study does not fully reflect. That said, we partially capture this expectation by modeling increasing heat pump saturation (and decreasing fossil fuel saturations) in accordance with the moderate electrification scenario from the 2022 EPRI study.

We also accounted for these adjustments in the baseline forecast, as mentioned in the *City Light Forecast Adjustments* section.

- **Equipment saturation adjustment.** Cadmus adjusted equipment saturations by year to account for the 2021 Seattle Energy Code. In addition, Cadmus adjusted new construction commercial and large multifamily buildings space heating equipment saturations to align with this code (such as for ductless heat pumps and air-source heat pumps). We also accounted for these adjustments for in the baseline forecast, as mentioned in the *City Light Forecast Adjustments* section.
- **Adoption ramp rate adjustment.** Cadmus accounted for initiatives and legislation that promote energy efficiency through customer incentives, penalties, or feedback on energy use (Seattle's Energy Benchmarking Program and the Clean Buildings Bill). This also includes CETA in setting statewide goals that require City Light to set performance targets. These initiatives do not mandate an energy code or baseline for specific measures, rather they inherently speed up the rate of the adoption of energy efficiency through energy reduction requirements. City Light can also claim energy impacts through these initiatives; therefore, removing measures or adjusting baselines may not be appropriate within the context of the DSMPA. Cadmus reviewed and adjusted the prescribed ramp rates in the Council's draft 2021 Power Plan, where necessary, to address groups of measures that will be impacted. Changing the ramp rates (in most cases) will not impact the cumulative potential; rather it changes the timing of when the potential occurs. Cadmus adjusted ramp rates to measures currently in City Light's programs by increasing the allocated Council ramp rates up to the next tier (for example, moving a slow speed ramp to a medium speed ramp).
- **No adjustment (already accounted for in the existing data).** Measures impacted by federal standards and in some cases by the 2021 RCW, the Council's draft 2021 Power Plan workbooks, and Cadmus' equipment characterization are already accounted for as part of the initial development of the measure data.

Additional Codes and Standards Considerations

Cadmus identified three considerations around codes and standards that impact the characterization of this potential study.

First, starting with residential lighting, Cadmus reviewed the codes and standards as well as assessed the current situation related to LED lighting. The Council's 2021 Power Plan and RTF residential lighting workbooks account for the Washington State Code requirement (House Bill 1444) of the *Energy Independence and Security Act* (EISA) backstop provision. Originally adopted from the federal standard,

the EISA backstop provision requires higher-efficiency technologies (45 lumens per watt or better). The savings in the most recent RTF lighting workbook use an LED baseline (for Washington only).

After reviewing the Council and RTF workbooks, Cadmus concluded that the DSMPA should use an LED baseline. Currently, there are no lighting technologies on the market that meet the 45 lumens per watt requirement other than CFLs or LEDs. Furthermore, major manufacturers have phased out the production of CFLs. The market is rapidly adopting LEDs (according to the RBSA saturations and Council and RTF projections), which are becoming the *de facto* baseline. Considering that LEDs are the only viable technology that meets Washington code, Cadmus used LEDs as the baseline for all standard-income applications but assessed potential for highly impacted homes. This adjustment to the lighting loads is effectively accounted for in City Light's baseline forecast and the DSMPA. The lighting impact by end-use can be found in Table 3.3 and Table 4.6.

Secondly, the 2021 Washington State Energy Code includes both residential and commercial new construction prescriptive and performance path requirement options. The DSMPA characterizes efficiency improvements on a measure basis that align with the prescriptive path. The performance path includes the HVAC total system performance ratio requirement, defined as the ratio of the sum of a building's annual heating and cooling load compared with the sum of the annual carbon emissions from the energy consumption of the building's HVAC systems. The variability in the HVAC total system performance ratio from building to building cannot be easily captured in the DSMPA. For this study, Cadmus followed the prescriptive requirements in the 2021 Washington State Energy Code.

Finally, in 2024, City Light expects to receive an Ecotope study that sets estimates for energy savings for city code enhancement activities. City Light may choose to apply this study to claim energy impacts for savings attributable to Seattle codes and policies in the 2022–2023 biennium. If City Light chooses to go down this path removing measures or adjusting baselines for these codes may not be appropriate within the context of the DSMPA. In light of this, City Light should continue to consider how best to incorporate Seattle codes and policies in future DSMSPAs.

6.3.2. Adapting Measures from the RTF and 2021 Power Plan

To ensure consistency with methodologies employed by the Council and to fulfill requirements of WAC 194-37-070, Cadmus relied on ECM workbooks developed by the RTF and the Council to estimate measure savings, costs, and interactions. In adapting these ECMs for this study, Cadmus adhered to two principles:

- **Deemed ECM savings in RTF or Council workbooks must be preserved:** City Light relies on deemed savings estimates provided by the Bonneville Power Administration (BPA) that largely remain consistent with savings in RTF workbooks in demonstrating compliance with I937 targets. Therefore, Cadmus sought to preserve these deemed savings in the potential study to avoid possible inconsistencies among estimates of potential, targets, and reported savings.
- **Use inputs specific to City Light's service territory:** Some Council and RTF workbooks relied on regional estimates of saturations, equipment characteristics, and building characteristics derived from the RBSA and CBSA. Cadmus updated regional inputs with estimates calculated from City Light's oversample of CBSA and RBSA or from estimates affecting the broader Puget

Sound area. This approach preserved consistency with Council methodologies while incorporating Seattle-specific data.

Cadmus' approach for adapting Council's and RTF's workbooks varied by sector, as described in the following sections.

Residential and Commercial

Cadmus reviewed each residential Council workbook and extracted savings, costs, and measure lives for inclusion in this study. Applicability factors (such as the current saturation of an ECM) largely derived from City Light's oversample of RBSA, adjusted for City Light's program accomplishments. If Cadmus could not develop a City Light-specific applicability factor from the RBSA, it used the Council's regional value.

In addition to extracting key measure characteristics, Cadmus identified each measure as an equipment replacement measure or a retrofit measure. There are two key distinctions between these two types of measures:

- **Equipment replacement (i.e., lost opportunity):** We calculated savings for equipment replacement measures as the difference between measure consumption and baseline consumption. For instance, for the heat pump water heater measure, Cadmus estimated the baseline consumption of an average market water heater and used the Council's deemed savings to calculate the consumption for a heat pump water heater. This approach preserved the deemed savings in Council workbooks.
- **Retrofit (i.e., discretionary):** We calculated savings for retrofit measures in percentage terms relative to the baseline UEC but reflected the Council's and RTF's deemed values. For instance, if the Council's deemed savings were 1,000 kWh per home for a given retrofit measure and Cadmus estimated the baseline consumption for the applicable end use as 10,000 kWh, relative savings for the measure were 10%. Cadmus did not apply relative savings from the Council's workbooks to baseline UEC because doing so would lead to per-unit estimates that differed from Council and RTF values.

Cadmus also accounted for interactive effects presented in Council and RTF workbooks. For instance, the Council estimated water heating, heating, and cooling savings for residential heat pump water heaters with the heating and cooling savings as the interactive savings. Because installation of a heat pump water heater represents a single installation, Cadmus employed a stock accounting model, which combined interactive and primary end-use effects into one savings estimate. Though Cadmus recognizes that this approach could lead to overstating or understating savings in an end use, in aggregate—across end-uses—savings matched the Council's deemed values.

Cadmus generally followed the same approach with the commercial sector; however, because of the mixture of lighting measures considered in the Council's 2021 Power Plan, Cadmus chose to model all commercial lighting measures as retrofits and none as equipment replacements. Savings and costs for these measures reflected this decision.

Industrial

Cadmus adapted measures from the Council’s Industrial_Tool_2021P_v08 and IND_AllMeasures_2021P_V8 workbooks for inclusion in this study for four key industrial measure inputs:

- Measure savings (expressed as end-use percentage savings)
- Measure costs (expressed in dollar per kilowatt-hour saved)
- Measure lifetimes (expressed in years)
- Measure applicability (percentage)

Cadmus mapped each Council industry type to industries found in City Light’s service territory: these included foundries, miscellaneous manufacturing, stone and glass, transportation equipment manufacturing, other food, frozen food, water, and wastewater. Cadmus identified applicable end uses using the Council’s assumed distribution of UEC in each industry. Table 6.3 shows the distribution of end-use consumption and the list of industries considered in this study.

Table 6.3. Distribution of End Use Consumption by Segment

Segment	Process Air Compressor	Lighting	Fans	Pumps	Motors Other	Process Other	Process Heat	HVAC	Other	Process Electro-Chemical	Process Refrigeration
Foundries	7%	9%	10%	18%	15%	0%	21%	9%	5%	6%	0%
Frozen Food	4%	8%	4%	4%	12%	0%	4%	7%	1%	3%	53%
Misc. Manufacturing	7%	11%	7%	10%	16%	0%	11%	17%	9%	6%	6%
Other Food	12%	4%	2%	8%	11%	0%	0%	9%	8%	2%	44%
Transportation Equipment	6%	20%	6%	8%	11%	0%	0%	28%	7%	14%	0%
Wastewater	0%	5%	30%	44%	15%	0%	0%	0%	6%	0%	0%
Water	12%	4%	0%	71%	0%	0%	0%	7%	6%	0%	0%
Stone and Glass	8%	5%	7%	13%	20%	2%	25%	6%	3%	2%	7%

To incorporate broader secondary data, Cadmus aggregated some Council end uses into broader end uses. Table 6.4 shows the mapping of Council end uses to Cadmus end uses.

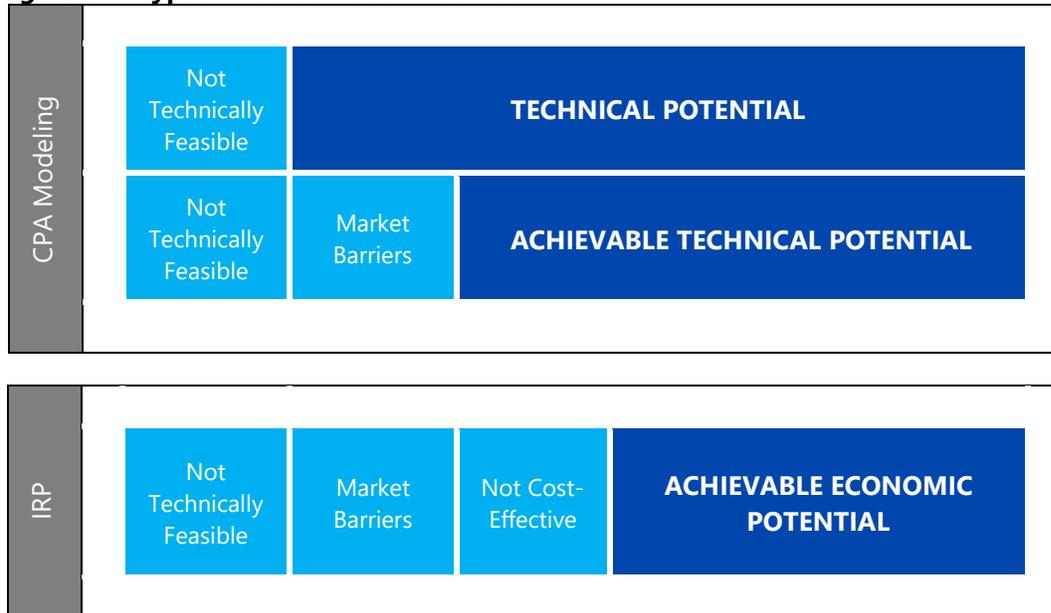
Table 6.4. Council and Cadmus End Uses

Council End Use	Cadmus End Use
Pumps	Pumps
Fans and Blowers	Fans
Compressed Air	Process Air Compressor
Material Handling	Process Electro Chemical
Material Processing	Motors Other
Low Temp Refer	Process Refrigeration
Med Temp Refer	Process Refrigeration
Pollution Control	Other
Other Motors	Motors Other
Drying and Curing	Process Heat
Heat Treating	Process Heat
Heating	Process Heat
Melting and Casting	Process Heat
HVAC	HVAC
Lighting	Lighting
Other	Other

6.4. Estimating Conservation Potential

As discussed, Cadmus estimated two types of conservation potential, and City Light determined a third potential—achievable economic—through the IRP’s optimization modeling, as shown in Figure 6.4.

Figure 6.4. Types of Conservation Potential



Technical potential assumes that all technically feasible resource opportunities may be captured, regardless of their costs or other market barriers. It represents the total energy efficiency potential in City Light’s service territory, after accounting for purely technical constraints.

Achievable technical potential is the portion of technical potential assumed to be achievable during the study forecast, regardless of the acquisition mechanism. For example, savings may be acquired through utility programs, improved codes and standards, and market transformation.

Achievable economic potential is the portion of achievable technical determined to be cost-effective by the IRP’s optimization modeling, in which either bundles or individual energy efficiency measures are selected based on cost and savings. The cumulative potential for these selected bundles constitutes achievable economic potential.

The following sections describe Cadmus’ approach to estimating technical and achievable technical potential as well as to developing the conservation IRP inputs. The last section of this chapter explains the approach City Light used to estimate achievable economic potential.

6.4.1. Technical Potential

Technical potential includes all technically feasible ECMs, regardless of costs or market barriers. Technical potential divides into two classes: discretionary (retrofit) and lost opportunity (new construction and replacement of equipment on burnout).

Another important aspect in assessing technical potential is, wherever possible, to assume installations of the highest-efficiency equipment that is commercially available. For example, this study examined central air conditioners of varying efficiencies in residential applications, including SEER 20 and SEER 18 air conditioners. In assessing technical potential, Cadmus assumed that, as equipment fails or new homes are built, customers will install SEER 20 air conditioners wherever technically feasible, regardless of cost.

Where applicable, we assumed SEER 18 would be installed in homes where the SEER 20 equipment was not feasible. Cadmus treated competing non-equipment measures in the same way, assuming installation of the highest-saving measures where technically feasible.

In estimating technical potential, it is inappropriate to merely sum up savings from individual measure installations. Significant interactive effects can result from installations of complementary measures. For example, upgrading a heat pump in a home where insulation measures have already been installed can produce less savings than upgrades in an uninsulated home. Analysis of technical potential accounts for two types of interactions:

- **Interactions between equipment and non-equipment measures:** As equipment burns out, technical potential assumes it will be replaced with higher-efficiency equipment, reducing average consumption across all customers. Reduced consumption causes non-equipment measures to save less than they would if the equipment had remained at a constant average efficiency. Similarly, savings realized by replacing equipment decrease upon installation of non-equipment measures.
- **Interactions between non-equipment measures:** Two non-equipment measures applying to the same end use may not affect each other's savings. For example, installing a low-flow showerhead does not affect savings realized from installing a faucet aerator. Insulating hot water pipes, however, causes the water heater to operate more efficiently, thus reducing savings from the water heater. Cadmus accounted for such interactions by stacking interactive measures, iteratively reducing baseline consumption as measures were installed, thus lowering savings from subsequent measures.

Although, theoretically, all retrofit opportunities in existing construction—often called discretionary resources—could be acquired in the study's first year, this would skew the potential for equipment measures and provide an inaccurate picture of measure-level potential. Therefore, Cadmus assumed that these opportunities would be realized in equal annual amounts over the 22-year planning horizon. By applying this assumption, natural equipment turnover rates, and other adjustments described above, annual incremental and cumulative potential could be estimated by sector, segment, construction vintage, end use, and measure.

For this study's technical potential estimates, Cadmus drew upon best-practice research methods and standard utility industry analytic techniques. Such techniques remained consistent with the conceptual approaches and methodologies used by other planning entities (such as by the Council in developing regional energy efficiency potential) and remained consistent with methods used in City Light's previous CPAs.

6.4.2. Achievable Technical Potential

The achievable technical potential summarized in this report is a subset of the technical potential that accounts for market barriers. To subset the technical potential, Cadmus followed the Council's approach and employed two factors:

- **Maximum achievability factors** represent the maximum proportion of technical potential that can be acquired over the study horizon.
- **Ramp rates** are annual percentage values representing the proportion of cumulative 20-year technical potential that can be acquired in a given year (discretionary measures) or the proportion of technical annual potential that can be acquired in a given year (lost opportunity measures).

Achievable technical potential is the product of technical potential and both the maximum achievability factor and the ramp rate percentage. Cadmus assigned maximum achievability factors to measures based on the Council's 2021 Power Plan supply curves. Ramp rates are measure-specific and were based on the ramp rates developed for the Council's 2021 Power Plan supply curves but were accelerated based on the program accomplishments of City Light.

Cadmus applied measure ramp rates to lost opportunity and discretionary resources, although the interpretation and application of these rates differed for each class, as described below. We based measure ramp rates on the Council's 2021 Power Plan. As described above in *Treatment of State and Local Codes and Initiatives* section, Cadmus accounted for initiatives and legislation that promote energy efficiency through customer incentives or penalties (Seattle's Energy Benchmarking Program and Clean Buildings Bill, as well as the federal Inflation Reduction Act) by accelerating ramp rates for measures that are offered by City Light programs. These initiatives and legislation (including CETA) are viewed as mechanisms to speed up the rate of the adoption for energy efficiency.

For measures not specified in the 2021 Power Plan, Cadmus assigned a ramp rate considered appropriate for that technology, such as using the same ramp rate as that for a similar measure in 2021 Power Plan.

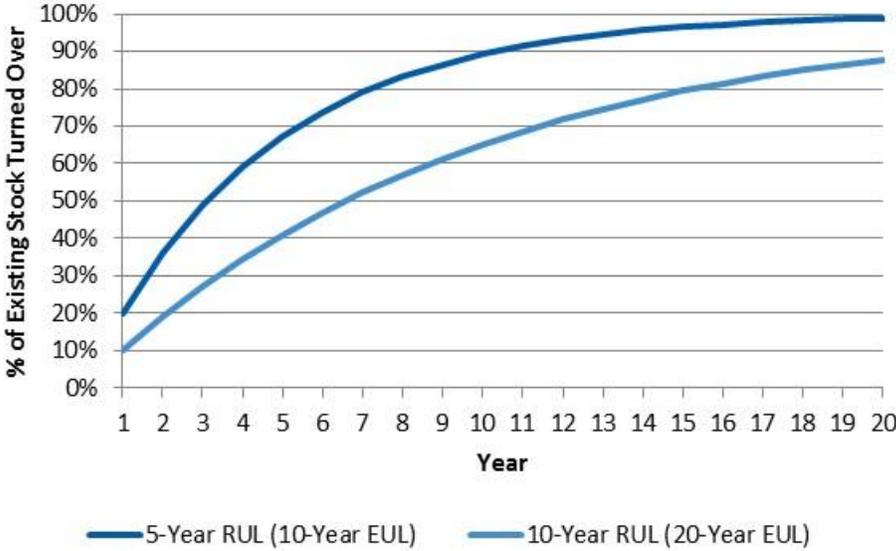
Lost Opportunity Resources

Quantifying achievable technical potential for lost opportunity resources in each year required determining potential technically available through new construction and natural equipment turnover. New construction rates drew directly from City Light's customer forecast. Cadmus developed equipment turnover rates by dividing units into each year by the measure life. For example, if 100 units initially had a 10-year life, one-tenth of units (10) would be replaced. The following year, 90 units would remain, and one-tenth of these (9) would be replaced, and so on over the study timeline.

As the mix of existing equipment stock ages, the remaining useful life (RUL) would equal—on average—one-half of the EUL. The fraction of equipment turning over each year would be a function of this RUL; thus, technical potential for lost opportunity measures would have an annual shape before applying ramp rates, as shown in Figure 6.5. The same concept applied to new construction, where opportunities became available only during home or building construction. In addition to showing an annual shape, Figure 6.5

demonstrates that amounts of equipment turning over during the study period were a function of the RUL: the shorter the RUL, the higher the percentage of equipment assumed to turn over.

Figure 6.5. Existing Equipment Turnover for Two Remaining Useful Life Scenarios



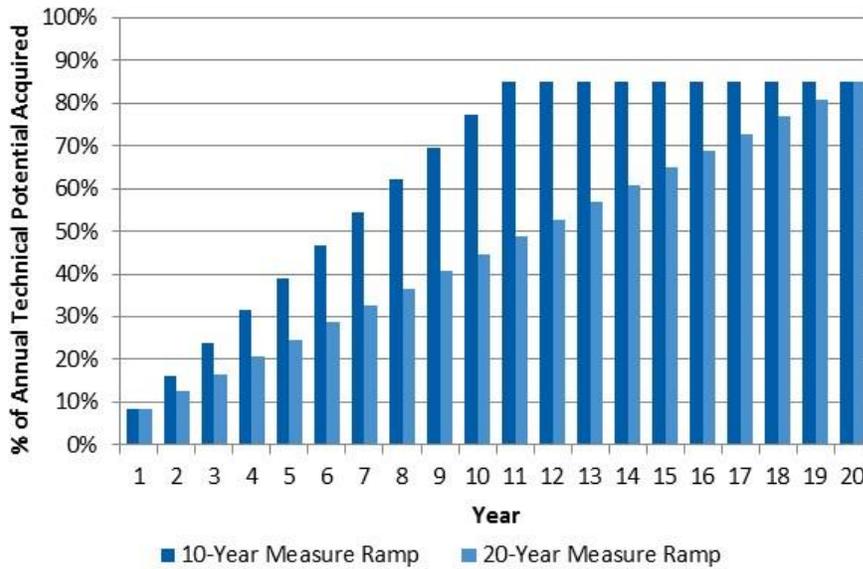
In addition to natural timing constraints of equipment turnover and new construction rates, Cadmus applied measure ramp rates to reflect other resource acquisition limitations (such as market availability over the study’s horizon). For lost opportunity measures, Cadmus used the same ramp rates as those developed by the Council for its 2021 Power Plan supply curves. However, since the 2021 Power Plan ramp rates cover the 2022 to 2041 timeline (20 years), Cadmus first took these ramp rates beginning in 2022, applied them for the first 20 years of the study (from 2024 to 2043) and extrapolated them to extend from 2043 to the final year of the study (2045) following the last three years’ trend. Table 6.5 presents two examples of how Cadmus converted 2021 Power Plan ramp rates for this study.

Table 6.5. 2021 Power Plan Ramp Rate Conversion for 2024 DSMPA

Year	LO12Med (Lost Opportunity 12 Medium)		LO5Med (Lost Opportunity 5 Medium)	
	2021 Power Plan	2024 DSMPA	2021 Power Plan	2024 DSMPA
2022	10.9%	N/A	4.3%	N/A
2023	21.9%	N/A	9.6%	N/A
2024	32.8%	10.9%	16.0%	4.3%
2025	43.7%	21.9%	23.5%	9.6%
2026	54.7%	32.8%	32.1%	16.0%
2027	64.5%	43.7%	42.1%	23.5%
2028	72.4%	54.7%	53.1%	32.1%
2029	78.7%	64.5%	64.3%	42.1%
2030	83.7%	72.4%	74.8%	53.1%
2031	87.8%	78.7%	83.9%	64.3%
2032	91.0%	83.7%	90.9%	74.8%
2033	93.6%	87.8%	95.8%	83.9%
2034	95.6%	91.0%	98.7%	90.9%
2035	97.3%	93.6%	100.0%	95.8%
2036	98.6%	95.6%	100.0%	98.7%
2037	99.7%	97.3%	100.0%	100.0%
2038	99.7%	98.6%	100.0%	100.0%
2039	99.7%	99.7%	100.0%	100.0%
2040	99.7%	99.7%	100.0%	100.0%
2041	99.7%	99.7%	100.0%	100.0%
2042	N/A	99.7%	N/A	100.0%
2043	N/A	99.7%	N/A	100.0%
2044	N/A	99.7%	N/A	100.0%
2045	N/A	99.7%	N/A	100.0%

Figure 6.6 shows a measure with a maximum achievability of 85% that ramps up over 10 years. This measure would reach full market maturity—85% of annual technical potential—by the end of that period, while another measure might take 20 years to reach full maturity. Measures that were ramped over 20 years in this study included some newer technologies, such as heat pump dryers, dedicated outside air systems, and emerging technology measures as listed in the 6.3. *Measure Characterization* section. On the other hand, measures that were ramped over a shorter time period included more mature and accepted technologies, such as various LED lighting technologies, ENERGY STAR computers and laptops, and ENERGY STAR office equipment.

Figure 6.6. Examples of Lost Opportunity Ramp Rates



To calculate annual achievable technical potential for each lost opportunity measure, Cadmus multiplied technical resource availability and measure ramping effects together, consistent with the Council’s methodology. In the early years of the study horizon, a gap occurs between assumed acquisition and the maximum achievability. These lost resources can be considered unavailable until the measure’s EUL elapses. Therefore, depending on EUL and measure ramp rate assumptions, some potential may be pushed beyond the twenty-second year, and the total lost opportunity achievable economic potential may be less than the maximum achievable percentage of the technical potential.

Figure 6.7 shows a case for a measure with a five-year RUL and 10-year EUL. The spike in achievable technical potential starting in Year 11—after the measure’s EUL—results from the acquisition of opportunities missed at the beginning of the study period.

Figure 6.7. Example of Combined Effects of Resource Availability and Measure Ramping Based on 10-Year EUL

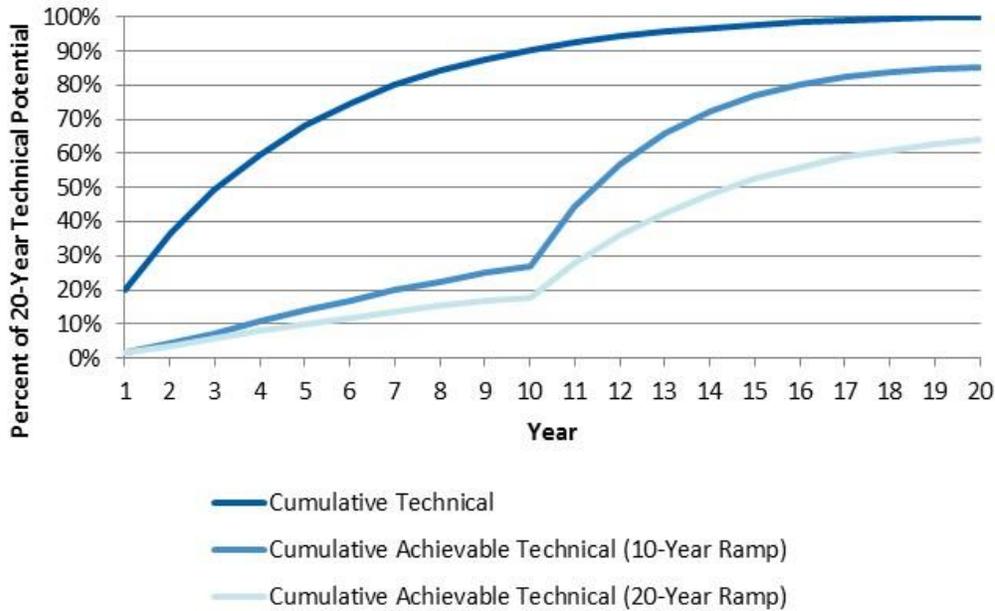


Table 6.6 illustrates this method, based on the same five-year RUL and 10-year EUL measures, with a 10-year ramp rate (the light blue line in Figure 6.7), assuming that 1,000 inefficient units would be in place by Year 1. In the first 10 years, lost opportunities would accumulate as the measure ramp-up rate caps the availability of high-efficiency equipment. Starting in the eleventh year, the opportunities lost during the previous 10 years become available again. Table 6.6 also shows that this EUL and measure ramp rate combination results in 85% of technical potential being achieved by the end of the study period.

As described, amounts of achievable potential are a function of the EUL and measure ramp rate. The same 10-year EUL measure, on a slower 20-year ramp rate, would achieve less of its 20-year technical potential—also shown in Table 6.6. Across all lost opportunity measures in this study, approximately 77% of technical potential appears achievable over the 22-year study period.

Table 6.6. Example of Lost Opportunity Treatment: 10-Year EUL Measure on a 10-Year Ramp

Study Year	Incremental Stock Equipment Turnover (Units)	Cumulative Stock Equipment Turnover (Units)	Measure Ramp Rate	Installed High-Efficiency Units	Missed Opportunities for Acquisition in Later Years (Units)	Missed Opportunities Acquired (Units)	Cumulative Units Installed	Cumulative Percentage of Technical Achieved
1	200	200	9%	17	180	0	17	9%
2	160	360	16%	26	130	0	43	12%
3	128	488	24%	30	92	0	73	15%
4	102	590	31%	32	65	0	106	18%
5	82	672	39%	32	44	0	138	20%
6	66	738	47%	31	29	0	168	23%
7	52	790	54%	29	19	0	197	25%
8	42	832	62%	26	11	0	223	27%
9	34	866	70%	23	6	0	246	28%
10	27	893	77%	21	2	0	267	30%
11	21	914	85%	18	0	153	438	48%
12	17	931	85%	15	0	110	563	60%
13	14	945	85%	12	0	78	653	69%
14	11	956	85%	9	0	55	717	75%
15	9	965	85%	7	0	38	762	79%
16	7	972	85%	6	0	25	793	82%
17	6	977	85%	5	0	16	814	83%
18	5	982	85%	4	0	10	828	84%
19	4	986	85%	3	0	5	836	85%
20	3	988	85%	2	0	2	840	85%

Discretionary Resources

Discretionary resources differ from lost opportunity resources due to their acquisition availability at any point within the study horizon. From a theoretical perspective, this suggests that all achievable technical potential for discretionary resources could be acquired in the study’s first year. From a practical perspective, however, this outcome is realistically impossible due to infrastructure and budgetary constraints and customer considerations.

Furthermore, due to interactive effects between discretionary and lost opportunity resources, immediate acquisition distorts the potential for lost opportunity resources. For example, if one assumes that all homes would be weatherized in the program’s first year, potentially available high-efficiency HVAC equipment would decrease significantly (for example, a high-efficiency heat pump would save less energy in a fully weatherized home).

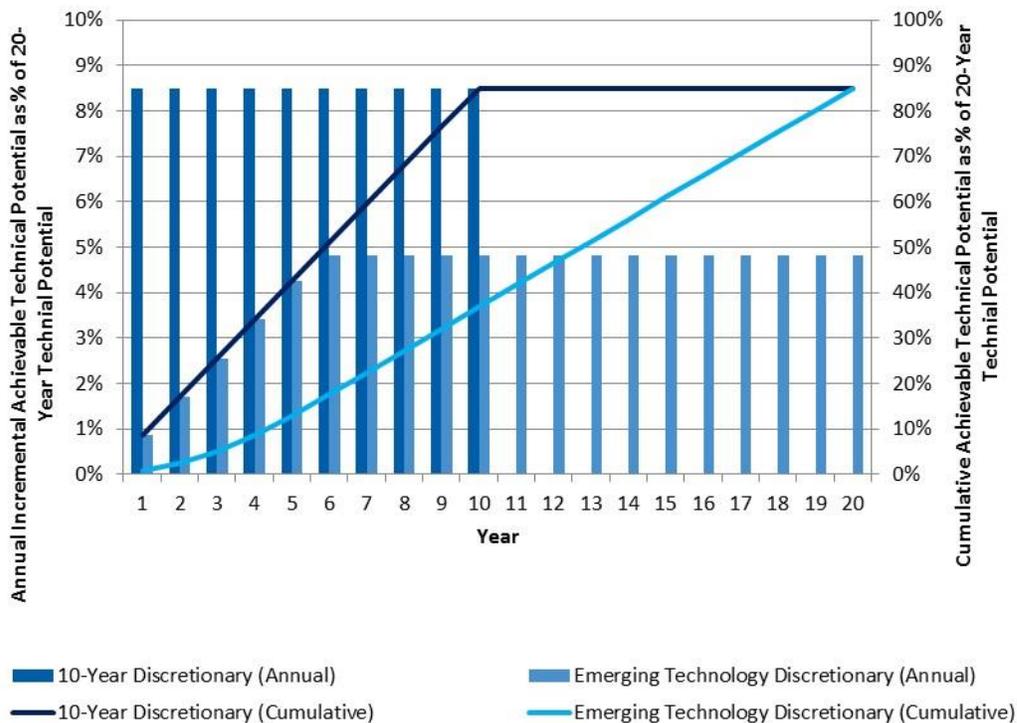
Consequently, Cadmus addressed discretionary resources via two steps:

- Developed a 22-year estimate of discretionary resource technical potential, assuming that technically feasible measure installations would occur equally (at 4.5% of the total available) for each year of the study, avoiding the distortion of interactions between discretionary and lost opportunity resources previously described.
- Overlaying a measure ramp rate to specify the timing of achievable discretionary resource potential, thus transforming a 22-year cumulative technical value into annual, incremental achievable technical values.

The discretionary measure ramp rates specify only the timing of resource acquisition and do not affect the portion of the 22-year technical potential achievable over the study period.

Figure 6.8 shows incremental (bars) and cumulative (lines) acquisitions for two different discretionary ramp rates. A measure with an 85% maximum achievability on the 10-year discretionary ramp rate reaches full maturity in 10 years, with market penetration increasing in equal increments each year. A measure with an 85% maximum achievability on the emerging technology discretionary ramp rate would take longer to reach full maturity, though also gaining 85% of the total technical potential. Ultimately, it would arrive at the same cumulative savings as the measure on the 10-year ramp rate.

Figure 6.8. Examples of Discretionary Measure Ramp Rates



6.5. Development of Conservation IRP Inputs

Cadmus worked with City Light to determine the format for inputs into the IRP model. Cadmus compiled energy efficiency potential into the levelized costs bundles shown in Table 6.7. Cadmus spread the annual savings estimates over 8,760-hour load shapes to produce hourly bundles. The number and delineating values of the levelized cost bundles remain unchanged from the 2022 CPA.

Table 6.7. Levelized Cost Bundles

Bundle	\$/MWh
1	(\$9,999,999) to \$10
2	\$10 to \$20
3	\$20 to \$30
4	\$30 to \$40
5	\$40 to \$50
6	\$50 to \$60
7	\$60 to \$70
8	\$70 to \$80
9	\$80 to \$90
10	\$90 to \$100
11	\$100 to \$110
12	\$110 to \$120
13	\$120 to \$130
14	\$130 to \$140
15	\$140 to \$150
16	\$150 to \$160
17	\$160 to \$9,999,999

Cadmus derived the levelized cost of energy for each measure using the following formula.

$$LCOE = \frac{\sum_{t=0}^n \frac{\text{Expenses}_t}{(1+i)^t}}{\sum_{t=0}^n \frac{E_t}{(1+i)^t}}$$

where:

- LCOE = levelized cost of conserved energy for a measure
- E_t = energy conserved in year t
- n = lifetime of the analysis (22 years)
- Expenses_t = all net expenses in the year t for a measure using the costs and benefits outlined in Table 6.8
- i = discount rate

Cadmus grouped the achievable technical potential by levelized cost over the 22-year study horizon, allowing City Light’s IRP model to select the optimal amount of energy efficiency potential, given various assumptions regarding future resource requirements and costs. The 22-year total resource levelized cost calculation incorporates numerous factors, which are consistent with the expense components shown in Table 6.8.

Table 6.8. Levelized Cost Components

Type	Component
Costs	Incremental Measure Equipment and Labor Cost
	Incremental O&M Cost
	Administrative Adder
Benefits	Present Value of Non-Energy Benefits
	Present Value of Transmission and Distribution Deferrals
	Secondary Energy Benefits
	10% Conservation Credit

The levelized cost calculation incorporates several factors:

- **Incremental measure cost:** Cadmus considered costs required to sustain savings over a 22-year horizon, including reinstallation costs for measures with useful lives less than 22 years. If a measure’s useful life extended beyond the end of the 22-year study period, Cadmus incorporated an end effect that treated the measure’s cost over its EUL,⁴⁵ considered to be an annual reinstallation cost for the remainder of the 22-year period.⁴⁶

⁴⁵ This refers to levelizing over the measure’s useful life, equivalent to spreading incremental measure costs in equal payments, assuming a discount rate of City Light’s weighted average cost of capital.

⁴⁶ Cadmus applied this method to measures with a useful life of greater than 22 years and to those with a useful life extending beyond the twenty-second year at the time of reinstallation.

- **Incremental O&M costs or benefits:** As with incremental measure costs, Cadmus considered O&M costs annually over the 22-year horizon. We used the present value to adjust the levelized cost upward for measures with costs above baseline technologies and downward for measures that decreased O&M costs.
- **Administrative adder:** Cadmus assumed program administrative costs of 16% of incremental measure costs in the residential sector and 22% of incremental measure costs in the commercial and industrial sectors.
- **Non-energy benefits:** Cadmus reduced levelized costs for measures that saved resources (such as water or detergent). For example, the value of reduced water consumption from installing a low-flow showerhead would reduce that measure’s levelized cost. Council and RTF workbooks provide measure-level non-energy benefit assumptions.
- **10% conservation credit and transmission and distribution deferrals:** Cadmus treated these factors as reductions in the levelized cost for electric measures. The addition of this credit, per the Northwest Power Act, was consistent with the Council methodology and effectively served as an adder to account for unquantified external benefits from conservation when compared with other resources.⁴⁷
- **Secondary energy benefits:** Cadmus reduced levelized costs for measures that save energy on secondary fuels. This treatment was necessitated by Cadmus’ end-use approach to estimating technical potential. An example is R-60 ceiling insulation costs for a home with an electric central cooling system and a natural gas furnace. For the central cooling end use, Cadmus classified energy savings the R-60 insulation produced for natural gas furnace, conditioned on the presence of electric central cooling, as a secondary benefit that reduced the measure’s levelized cost. This adjustment affected only the measure’s levelized costs; the insulation’s magnitude of energy savings on the electric supply curve was not affected by considering secondary energy benefits.

The approach adopted in calculating a measure’s levelized cost of conserved energy aligned with that of the Council, considering the costs required to sustain savings over a 22-year study horizon (including reinstallation costs for measures with useful lives less than 22 years). If a measure’s useful life extended beyond the end of the 22-year study, Cadmus incorporated an end effect, treating the measure’s levelized cost over its useful life as an annual reinstallation cost for the remainder of the 22-year period.

For example, Figure 6.9 illustrates the timing of initial and reinstallation costs for a resource with an EUL of eight years in the context of a 22-year study. This resource’s lifetime ends after the study horizon, so the final six years (Year 17 through Year 22) are treated differently, with resource costs levelized over the resource’s eight-year life and treated as annual reinstallation costs. This approach is consistent with what City Light has employed in its previous IRPs.

⁴⁷ Northwest Power and Conservation Council. January 1, 2010. *Northwest Power Act*. <https://www.nwcouncil.org/reports/northwest-power-act>

Figure 6.9. Illustration of Capital and Reinstallation Cost Treatment

Component	Year																					
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
Initial Capital Cost	■																					
Re-installation Cost									■													End Effect

As with incremental measure costs, Cadmus considered O&M costs annually over the 22-year horizon. We used the present value to adjust the levelized cost upward for measures with costs above baseline technologies and downward for measures that decreased O&M costs.

6.5.1. Achievable Economic Potential

According to WAC 194-37-070, City Light must consider conservation potential estimates using avoided costs equal to a forecast of regional market prices. Regional market price forecasts, however, do not reflect all costs for City Light to meet future resource needs. Therefore, in the 2022 CPA and the 2024 DSMPA, City Light used its IRP optimization modeling framework to assess the value of conservation and develop the economic potential.⁴⁸ The IRP methodology evaluates conservation potential alongside power supply and other demand-side resource choices to better target the conservation attributes that meet City Light’s resource needs. This methodology also creates a more equivalent way of looking at supply- and demand-side resources.

The IRP framework supports development of cost-effective targets for meeting CETA and the Climate Commitment Act, as well as preparation of a CEIP every four years. City Light also included different scenarios (see the *Portfolio Optimization Modeling* section) to test the robustness of the conservation targets and based on feedback from its IRP External Advisory Panel in setting the targets.

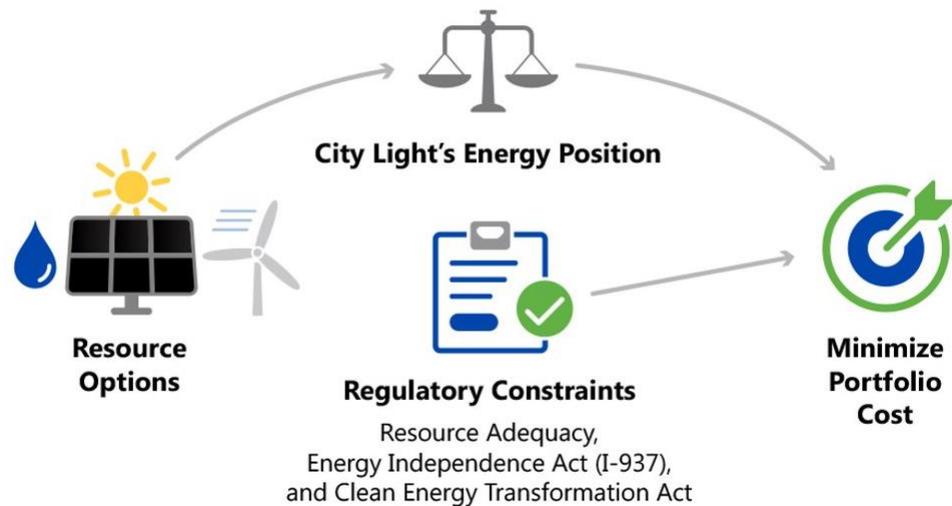
6.5.2. City Light’s IRP Portfolio Framework

The IRP framework is a decision support system that develops an optimal resource strategy, given the current forecasts of supply-side and demand-side resource costs and future load and market conditions. By using this framework for the DSMPA, the benefit of the conservation path is determined by establishing an optimal portfolio with conservation alongside resources that minimize the net present value of City Light’s total incremental portfolio cost. For the 2024 DSMPA, resources of all types were set up for analysis on an equivalent basis between 2024 and 2045. Each portfolio meets City Light’s resource needs and compliance obligations. Figure 6.10 is a high-level overview of City Light’s IRP framework.

⁴⁸ City Light. *2022 Integrated Resources Plan Report*. <https://www.seattle.gov/Documents/Departments/CityLight/2022IntegratedResourcePlan.pdf>

Figure 6.10. High-Level IRP Framework

Goal: Design best mix of resources to meet City Light’s needs over next 20 years



The IRP framework captures several factors in selecting a resource strategy by methodically evaluating several interactions between different options and policies:

- **City Light’s Energy Position.** This is City Light’s load resource balance, which is the difference between all of City Light’s energy resources and load.
- **City Light’s Monthly Energy Resource Adequacy.** Resource adequacy is having sufficient generation, energy efficiency, storage, and demand-side resources to serve loads across a wide range of conditions.
- **Washington Energy Independence Act (I-937) compliance.**⁴⁹ In 2006, Washington voters approved Initiative 937 (I-937), which requires that major utilities invest in all cost-effective energy efficiency measures and sets targets for adding Northwest renewable energy as a percentage of load. Eligible renewable resources include water, wind, solar energy, geothermal energy, landfill gas, wave, ocean or tidal power, gas for sewage treatment plants, bio-diesel fuel, and biomass energy. In 2020, the renewable energy target increased to 15% of load, and this target does not increase beyond the current level. The law also includes provisions to keep costs affordable for utilities. Today, City Light can comply under the “no load growth” option.

⁴⁹ Washington State Legislature. RCW 19.285. “Energy Independence Act.”
<https://apps.leg.wa.gov/rcw/default.aspx?cite=19.285>

- **CETA clean electricity compliance.**⁵⁰ Approved by the Washington Legislature in 2019, CETA provides electric utilities in Washington with a clear mandate to phase out greenhouse gas emissions. CETA requires that utilities eliminate the use of coal-fired resources after December 31, 2025. Additionally, all electricity sold to customers must be greenhouse gas neutral starting on January 1, 2030, and greenhouse gas free by 2045. To be greenhouse gas neutral, a utility must supply at least 80% of its load with a combination of renewable and non-emitting resources. Utilities may use alternative compliance options during the greenhouse gas neutral period for no more than 20% of load.
- **Greenhouse gases.** City Light applies the social cost of greenhouse gases when evaluating conservation programs, developing IRPs, and evaluating mid- to long-term resource options during resource acquisition.
 - **City Light’s greenhouse gas neutrality policy.** Since 2005, City Light has accounted for the greenhouse gas emissions used to serve retail load and purchased offsets for those emissions to be greenhouse gas neutral.⁵¹
 - **CETA’s social cost of greenhouse gases requirement.** CETA establishes that a utility must incorporate a social cost of greenhouse gases in making resource decisions. CETA also sets a minimum cost that a utility must use from a technical study, *Social Cost of Greenhouse Gases*, published in August 2016 by the Interagency Working Group. CETA also stipulates that if a utility can establish a reasonable basis, it may use a higher cost. City Light has accounted for the social cost of greenhouse gases in the levelized cost of energy for DSM resources.
- **BPA contract impacts.** Load and energy efficiency programs impact City Light’s BPA power contract deliveries. As load declines, City Light receives less BPA power. The ability to add energy efficiency creates a choice for City Light and gives the utility some control over how much BPA power it receives. When a conservation path reduces City Light’s BPA power deliveries, City Light’s BPA power costs are reduced. Similarly, City Light accounts for the change in BPA’s contribution to resource adequacy.
- **Hourly energy sales and energy purchases.** The conservation impact on hourly demand and City Light’s ability to reshape its existing hydropower resources to this change in load shape is accounted for in the IRP modeling framework. The model accounts for the hours when conservation makes City Light more surplus and when it sells more power, and it also accounts for when conservation reduces City Light’s market purchases.
- **Third-party system transmission costs.** For City Light, new supply resources may interconnect with another utility’s transmission system. In the IRP framework, these transmission costs (as well as Power Purchase Agreement energy costs) include the cost of moving power across BPA’s (or

⁵⁰ Washington State Legislature. RCW 19.405. “*Washington Clean Energy Transformation Act.*” <https://app.leg.wa.gov/RCW/default.aspx?cite=19.405>

⁵¹ The Climate Registry summary of City Light’s utility-specific emission factors is available online: <https://www.theclimateregistry.org/our-members/cris-public-reports/>

other utilities') transmission systems. City Light also accounts for current limitations on moving power from specific locations of the transmission system.

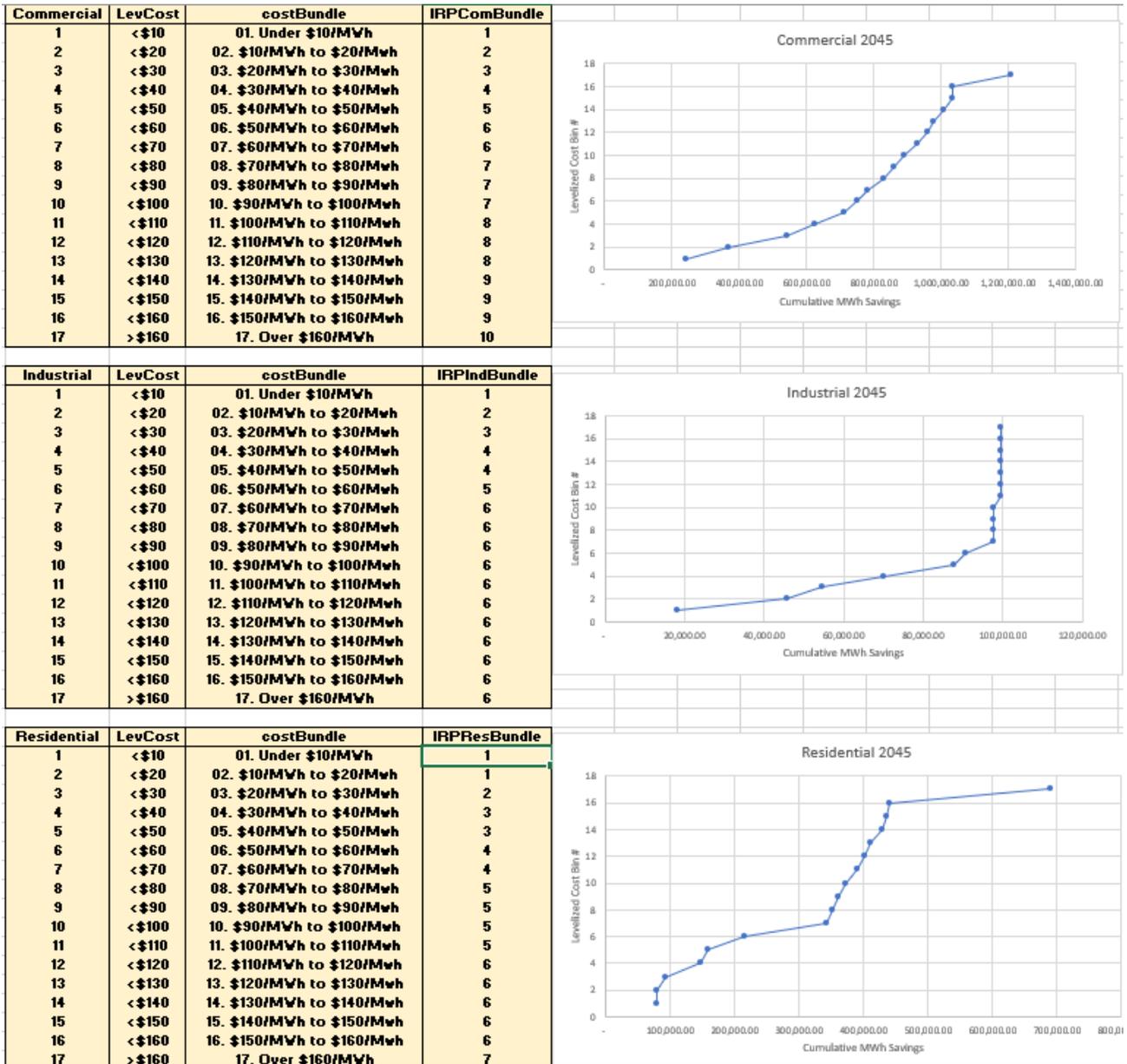
6.5.3. Conservation Resource Inputs into the IRP Framework

A main input into the IRP modeling framework is the levelized costs bundles shown in Table 6.7. City Light created these bundles to minimize the modeling run time. Evaluating all possible combinations of 17 levelized cost bundles for each of the three customer classes would have required optimization of the portfolio for approximately 5,000 combinations of conservation bundles. City Light further reduced the number of combinations to evaluate by combining cost bundles where the achievements did not significantly increase, even at higher levelized cost bundles.

Figure 6.11 illustrates where City Light combined original cost bundles into IRP framework bundles. For example, City Light combined the residential levelized cost bundle of less than \$10 per megawatt-hour and the \$10 per megawatt-hour to \$20 per megawatt-hour bundle because the additional achievement with the higher cost bundle was negligible. This led to eight residential, seven industrial, and 11 commercial cost bundles, for a total of 616 bundles, which included a no-conservation savings option (for example, an IRP bundle with 0 MWhs for \$0) for each customer class. This bundling led to shorter run times without sacrificing precision.

Figure 6.11 also shows the elasticity of the conservation supply curves by customer class. For example, the industrial supply curve becomes inelastic at the \$60 per megawatt-hour to \$70 per megawatt-hour bundle, while the residential supply curve becomes largely inelastic above \$110 per megawatt-hour. The inelasticity of conservation places a limit to the amount of conservation potential that can be relied upon to contribute to the portfolio.

Figure 6.11. Conservation Supply Curves – 2045 Cumulative Savings

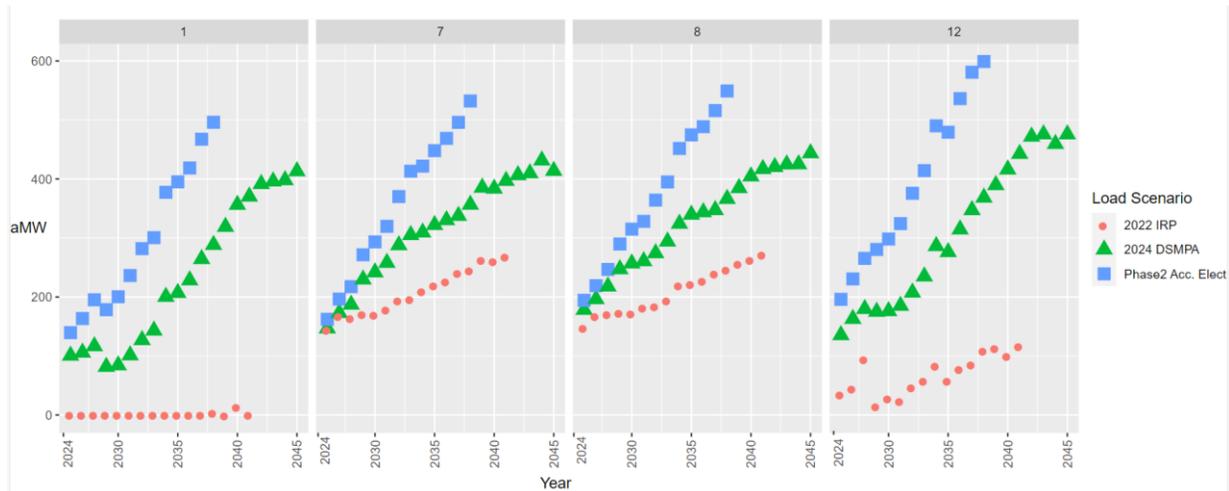


The adjusted cost bundles and energy savings are the starting point for input into the IRP framework. The hourly conservation inputs allow City Light to reflect the seasonal and hourly economic benefits of conservation to the hydro system and to the overall generation portfolio. For each conservation sector being evaluated (residential, commercial, and industrial), City Light’s IRP framework develops an energy

resource adequacy contribution for meeting its resource adequacy needs.⁵² Once this contribution is established, City Light conducts its portfolio optimization modeling.

Figure 6.12 shows that City Light has winter and summer energy resource adequacy needs that must be met.⁵³

Figure 6.12. Resource Adequacy Needs



There are three main reasons City Light identified more resource adequacy needs in the 2024 DSMPA than in the 2022 IRP, as shown in Figure 6.12:

- The updated load forecast used in the 2024 DSMPA includes climate change assumptions and more electrification.
- The 2024 DSMPA reflects an updated Skagit hydrology model that better captures electricity generation based on improved river inflow forecasting, fish flow constraints, and flood control/recreation Ross Lake levels.
- The updated water year distribution sampling window that the 2024 DSMPA uses is shorter than the previous window (30 years *versus* 39 years) and therefore includes fewer high-water years and more volatility.

⁵² City Light’s Hydro Risk and Reliability Analyzer (HydRRA) is the tool that calculates energy resources adequacy needs and contributions.

⁵³ Resource adequacy needs are established using simulations of loads and resources in City Light’s HydRRA, assuming no new supply and conservation resources, a market reliance of 200 aMW, and an achievement of an adequacy target of loss of load events no greater than two every 10 years.

Once these resource adequacy needs were identified, City Light developed seasonal resource adequacy contributions of conservation by sector for every year of the study.⁵⁴ Figure 6.13 shows the December and August Effective Load Carrying Capability (ELCC) for conservation.

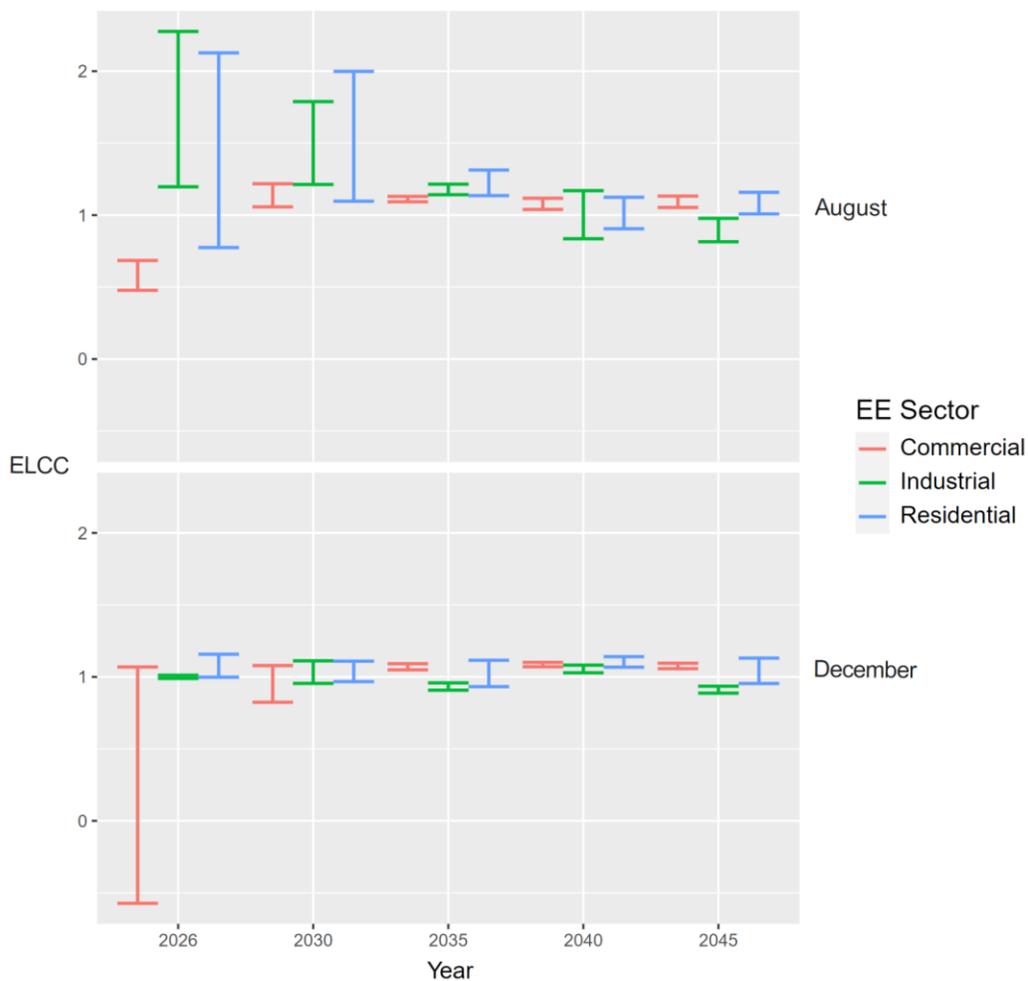
These multipliers indicate the energy contribution to resource adequacy relative to the monthly energy savings of each conservation bundle.⁵⁵ For context, in 2030, the potential estimates for the three sectors are as follows: 70 aMW for Commercial, 7 aMW for Industrial, and 23 aMW for Residential, for a total of approximately 100 aMW for all sectors combined. Conservation can reduce power deliveries more in the winter than in the summer mainly because of how the power deliveries are defined in the BPA contract.⁵⁶

⁵⁴ HydrRA is used to develop the seasonal and annual resource adequacy contributions of conservation by sector.

⁵⁵ The resource adequacy contribution is applied across all conservation measures within a particular bundle and sector.

⁵⁶ As an example, the resource adequacy contribution of conservation in the winter before 2035 is negative for two primary reasons. First, City Light's annual energy entitlement in the BPA contract is below the maximum annual contractual energy entitlement. Second, because existing power deliveries are shaped more toward the winter, a load reduction means a bigger power delivery reduction in the winter compared with the summer. Once loads begin to increase in 2035, the difference between the annual entitlement and the maximum annual contractual energy entitlement becomes smaller, leading to an increase in the resource adequacy contribution of conservation.

Figure 6.13. August and December Effective Load Carrying Capability for Energy Efficiency



6.5.4. Portfolio Optimization Modeling

The 2024 DSMPA demand side resource selections are driven by a BPA Transmission Sensitivity, which City Light created to model insufficient firm supply transmission to meet resource adequacy needs.

City Light created these BPA Sensitivities with three goals in mind:

- Assess the magnitude of capacity (MW) that is required to fulfill the resource adequacy needs
- Assess the possible costs that this additional capacity would incur
- Determine the most robust demand side choices of those identified through the different sensitivities

City Light created BPA Transmission Sensitivities by multiplying current BPA transmission costs by an integer from two to twenty. The goal was to investigate and understand trade-offs that could help explain what happens with City Light portfolio selections as supply side transmission costs increase.

Table 6.9 shows the amount of unavailable supply resource needed to fulfill resource adequacy needs with both looking at the magnitude and cost.

The analysis in this section uses zero-market reliance. There is a market reliance sensitivity on the top two feasible portfolios toward the end of this appendix in order to show the impacts on portfolio resource selections.

Table 6.9. BPA Transmission Cost Sensitivities

BPA Transmission Cost Sensitivities	Unavailable BPA Transmission Needed for Resource Adequacy (MW)	Unavailable BPA Transmission (\$/MWh)
BPATrans_2X	1175	51.9
BPATrans_4X	1175	61.4
BPATrans_6X	1125	70.7
BPATrans_8X	1175	79.8
BPATrans_10X	1125	86.6
BPATrans_12X	1050	92.6
BPATrans_14X	1025	99.6
BPATrans_16X	950	104.4
BPATrans_18X	925	112.4
BPATrans_20X	925	120

Table 6.10 shows the lowest cost portfolios across the different BPA Transmission Sensitivities along with the resource choices that have trade-offs.

The resource choices are the demand and supply side options that are available for selection as part of the 2024 DSMPA; the selections together makeup a portfolio that will meet City Light’s portfolio needs from 2024–2045.

Transmission Sensitivity Portfolio Resource Trade-offs

Table 6.10. Transmission Sensitivity Portfolio Resource Trade-offs

Resource Choices	2TX	4TX	6TX	8TX	10TX	12TX	14TX	16TX	18TX	20TX
Levelized \$/MWh Cost of New Additions	\$53.07	\$59.67	\$67.05	\$73.97	\$78.69	\$85.33	\$89.71	\$92.35	\$97.33	\$103.16
Unavailable Transmission Additions (MW)	1175	1175	1150	1150	1100	1025	1000	925	925	925
Commercial Energy Efficiency (aMW)	102	102	111	111	89	71	62	71	71	71
Customer Solar (aMW)	49	27	27	27	27	49	49	49	27	49
Standalone Storage (MW)	100	100	100	100	100	200	200	200	200	200
EWA Solar (MW)	0	0	0	0	100	100	200	300	300	300
Demand Response (MW)	61	78	39	39	38	38	76	38	61	54
Industrial Energy Efficiency (aMW)	10	11	11	11	11	11	11	11	11	10
Residential Energy Efficiency (aMW)	50	50	50	50	50	50	50	50	50	50
EORSolar (aMW)	22	22	22	22	22	22	22	30	30	30
Gorge Wind (aMW)	94	94	94	94	94	94	94	94	94	94
MT Wind (aMW)	19	19	19	19	19	19	19	19	19	19
Offshore Wind (aMW)	219	219	219	219	219	219	219	219	219	219

Table 6.10 shows that as the BPA Transmission Costs increase, the main trade-off is the reduction of commercial energy efficiency which is replaced mainly by the more expensive Eastern Washington solar (MW), more standalone storage (MW), and more customer solar (aMW).

6.5.5. Scenarios

As part of the 2024 DSMPA, City Light considered two scenarios:

- The 2024 DSMPA Baseline (i.e., 2022 City Light corporate load forecast) with 30 years of historical water supply and 30 years of historical temperature including EPRI's Moderate electrification scenario and a climate change MACA scalar
- EPRI's Accelerated Electrification load forecast with similar characteristics.

City Light initially considered and tested more than 40 different portfolios. That portfolio number was reduced to seven after determining lowest cost cutoff points in portfolios as the BPA Transmission Sensitivities increased. The only exception to this was the sixth portfolio (P6), which City Light initially selected because of its favorable number of customer options. The top seven portfolio choices are shown in Table 6.11 **Error! Reference source not found.**

- All seven portfolios are built to meet resource adequacy needs under the 2024 DSMPA baseline load scenario with the metric of 0.2 monthly loss of load event, which is equivalent to two 'bad events' every 10 years for each of the months of January, July, August, and December. These months represent traditionally challenging load coverage time periods for City Light. A 'bad event' is a situation in which City Light's energy resources (i.e., contracts + owned generation + 200 MW market reliance), are not able to meet load for at least one hour.
- All seven portfolios meet I-937 policy requirements and *Clean Energy Transformation Act* requirements under 20-year average hydro conditions.
- Six of the seven portfolios are within 7% of the lowest cost portfolio in terms of \$/MWh.
- None of the portfolios adequately achieves the resource adequacy metric of 0.2 monthly loss of load event under the accelerated electrification scenario for the month of December.
- All seven top portfolios' energy are more than 90% greenhouse gas free under 20-year average hydro conditions.
- Customer options such as demand response, energy efficiency, and behind the meter solar are a meaningful factor in differentiating portfolios.

Table 6.11 presents the top seven portfolios for the 2024 DSMPA.

Table 6.11 2024 DSMPA Top Seven Portfolio Names

Portfolio	Transmission	Customer Solar
P1: Lowest Customer Solar, Low Cost, High Demand Response	4TX	Business As Usual
P2: Lowest Customer Solar, High Energy Efficiency	8TX	Business As Usual
P3: Lowest Demand Response, Lowest Customer Solar	10TX	Business As Usual
P4: More Customer Solar, Lowest Demand Response	12TX	Base
P5: More Customer Solar, Low Energy Efficiency	14TX	Base
P6: High Customer Solar, High Cost	14TX	Moderate
P7: More Customer Solar, Least Transmission Risk	20TX	Base

These portfolios bring incremental utility scale firm transmission supply resources in MW as shown in Table 6.12.

Table 6.12 2024 DSMPA Top Seven Portfolio Firm Transmission Supply Additions (MW)

Portfolio	2026–2030	2031–2040	2041–2045	Total Firm Transmission
P1: Lowest Customer Solar, Low Cost, High Demand Response	550	250	250	1050
P2: Lowest Customer Solar, High Energy Efficiency	550	250	250	1050
P3: Lowest Demand Response, Lowest Customer Solar	650	250	250	1150
P4: More Customer Solar, Lowest Demand Response	750	250	250	1250
P5: More Customer Solar, Low Energy Efficiency	750	350	250	1350
P6: High Customer Solar, High Cost	775	250	250	1275
P7: More Customer Solar, Least Transmission Risk	975	250	250	1475

These portfolios bring incremental utility scale unavailable transmission supply resources in MW as shown in Table 6.13.

Table 6.13 2024 DSMPA Top Seven Portfolio Unavailable Transmission Supply Additions (MW)

Portfolio	2026–2030	2031–2040	2041–2045	Total Unavailable Transmission
P1: Lowest Customer Solar, Low Cost, High Demand Response	1175	0	0	1175
P2: Lowest Customer Solar, High Energy Efficiency	1150	0	0	1150
P3: Lowest Demand Response, Lowest Customer Solar	1100	0	0	1100
P4: More Customer Solar, Lowest Demand Response	1025	0	0	1025
P5: More Customer Solar, Low Energy Efficiency	1000	0	0	1000
P6: High Customer Solar, High Cost	1025	0	0	1025
P7: More Customer Solar, Least Transmission Risk	925	0	0	925

The top seven portfolios have greater energy efficiency forecasts than the 2022 Conservation Potential Assessment and the 2022 Clean Energy Implementation Plan. Table 6.14 provides each portfolio’s cumulative energy conservation resources in aMW.

Table 6.14 2024 DSMPA Top Seven Portfolio Energy Efficiency Incremental Additions (aMW)

Portfolio	2025	2027	2033	2045
P1: Lowest Customer Solar, Low Cost, High Demand Response	25	46	103	163
P2: Lowest Customer Solar, High Energy Efficiency	25	48	109	173
P3: Lowest Demand Response, Lowest Customer Solar	22	41	93	151
P4: More Customer Solar, Lowest Demand Response	18	35	80	133
P5: More Customer Solar, Low Energy Efficiency	17	33	75	124
P6: High Customer Solar, High Cost	24	45	102	162
P7: More Customer Solar, Least Transmission Risk	18	34	80	132

Table 6.14 provides each portfolio’s levelized cost bins for energy efficiency. The levelized cost groups (bins) of conserved energy by customer class is part of City Light’s IRP framework. These costs have been calculated over a 22-year program life—the 6.5. *Development of Conservation IRP Inputs* section provides additional detail on the levelized cost methodology.

Table 6.15 2024 DSMPA Top Seven Portfolio Levelized Cost Bins

Portfolio	Commercial Cost Bin	Industrial Cost Bin	Residential Cost Bin
P1: Lowest Customer Solar, Low Cost, High Demand Response	\$90/MWh to \$100/MWh	Over \$160/MWh	\$150/MWh to \$160/MWh
P2: Lowest Customer Solar, High Energy Efficiency	\$120/MWh to \$130/MWh	Over \$160/MWh	\$150/MWh to \$160/MWh
P3: Lowest Demand Response, Lowest Customer Solar	\$60/MWh to \$70/MWh	Over \$160/MWh	\$150/MWh to \$160/MWh
P4: More Customer Solar, Lowest Demand Response	\$30/MWh to \$40/MWh	Over \$160/MWh	\$150/MWh to \$160/MWh
P5: More Customer Solar, Low Energy Efficiency	\$20/MWh to \$30/MWh	Over \$160/MWh	\$150/MWh to \$160/MWh
P6: High Customer Solar, High Cost	\$90/MWh to \$100/MWh	\$50/MWh to \$60/MWh	\$150/MWh to \$160/MWh
P7: More Customer Solar, Least Transmission Risk	\$30/MWh to \$40/MWh	\$50/MWh to \$60/MWh	\$150/MWh to \$160/MWh
2022 CPA	\$60/MWh to \$70/MWh	Over \$160/MWh	\$40/MWh to \$50/MWh

An energy efficiency cost bin is defined as all measures leading up to the maximum cost bin. As an example, P7 includes all commercial energy efficiency measures up to \$40/MWh. The top seven portfolios have cumulative customer solar resources in aMW as shown in Table 6.16

Table 6.16 2024 DSMPA Top Seven Portfolio Customer Solar Incremental Additions (aMW)

Portfolio	Adoption Incentive	2025	2033	2045
P1, P2, P3	No Incentives	1	9	28
P4, P5, P7	25% Incentive	1	16	49
P6	50% Incentive	2	30	92

The assumed customer solar resources for portfolios P1, P2, and P3 would constitute a ‘Business As Usual’ solar adoption rate in which City Light continues to *not* directly incentivize customer solar installations within its service territory. The remaining portfolios would involve new City Light incentives for installation of customer solar, with incremental additions up to 92 aMW by 2045 for the ‘Moderate’ solar adoption rate in P6. A new program with a goal of rapid incremental growth in customer solar capacity would likely target a variety of customer types and center on equitable access to renewables; it might also require new city or state legislation to provide the legal permissions for City Light to offer incentives. Synergies and complementary benefits may be found with programs incorporating storage solutions, demand response, and ongoing transportation electrification efforts. These portfolios have cumulative demand response potential in MW as indicated in Table 6.17.

Table 6.17 2024 DSMPA Top Seven Portfolio Demand Response Incremental Additions (MW)

Portfolio	Demand Response	2033	2045
P1: Lowest Customer Solar, Low Cost, High Demand Response	Commercial CPP Commercial EVTOU Residential BYOT Residential ConHP	35	78
P2: Lowest Customer Solar, High Energy Efficiency	Commercial CPP Residential ConHP	19	39
P3: Lowest Demand Response, Lowest Customer Solar	Commercial CPP Residential BYOT	25	38
P4: More Customer Solar, Lowest Demand Response	Commercial CPP Residential BYOT	25	38
P5: More Customer Solar, Low Energy Efficiency	Commercial CPP Commercial Curtail Residential BYOT Residential ConHP	43	76
P6: High Customer Solar, High Cost	Commercial CPP Commercial Curtail Residential BYOT	39	53
P7: More Customer Solar, Least Transmission Risk	Commercial CPP Commercial Curtail Residential ConHP	33	54

6.5.6. Introduction to Portfolio Metrics

Seattle City Light evaluated the portfolios with five different metrics. These metrics are part of the 2024 DSMPA process to account for costs (\$/MWh portfolio levelized cost), portfolio unspecified purchases (social cost of greenhouse gas), diversity of customer options (expanded customer options opportunity), unavailable transmission required to meet resource adequacy needs, and the electrification scenario resource adequacy metric. All of these metrics are equally weighted.

Levelized Cost of Energy in Portfolios: The levelized cost of energy (LCOE) of the portfolios is reported in nominal dollars per megawatt hour (\$/MWh). This number contains the levelized sum of all changing portfolio costs: BPA block costs, energy efficiency costs, demand response costs, REC costs, customer solar costs, new supply resource costs, and social cost of greenhouse gas) divided by the levelized sum of all the MWhs of energy from BPA and the new resources from 2024 to 2045. City Light’s owned generation and contracts are not part of this metric calculation as those are considered constant across all portfolios.

Hourly Emissions: The hourly emissions metric calculates the portfolio's total Social Cost of Greenhouse Gas (SCGHG⁵⁷⁵⁸) metric. This metric simply adds up (for every hour of every year from 2024 to 2045) the total number of unspecified MWhs and multiplies that number by an emissions rate and by the social cost of greenhouse gas. Sources of unspecified MWhs that change across the different portfolios are from the BPA block contract and any market purchases needed to meet load.

Customer Options: A customer program metric was created to measure each portfolio's ability to carry out City Light's values⁵⁹ of providing customers with more flexibility in how they can meet their energy needs and further advancing equitable community connections. Furthermore, CETA specifically emphasizes equitable customer involvement in a clean energy future. The customer program metric considers the number of customer options available in each of the seven top portfolios. The number of demand response, energy efficiency, and customer solar options are factored into this metric.

Unavailable Transmission: The transmission metric looks at the total estimated reliance of a portfolio's unavailable transmission required to meet City Light's resource adequacy needs because of uncertainty in future transmission networks, this metric can be viewed as a transmission risk level for each of the portfolios.

Electrification Resource Adequacy: The electrification resource adequacy metric looks at how well the portfolio performs in an accelerated electrification load scenario in the year 2045 in the month of December. Recent electrification studies show building and vehicle electrification will increase City Light's future loads, especially in the winter, and most significantly in December.

6.5.7. Conclusions

A summary of the performance of the seven top portfolios across all the metrics is shown in Table 6.18. **Error! Reference source not found.** The heat map coloring is used to indicate the relative performance of different portfolios for each metric; green is better performing than yellow, and yellow is better performing than red.

⁵⁷<https://www.utc.wa.gov/regulated-industries/utilities/energy/conservation-and-renewable-energy-overview/clean-energy-transformation-act/social-cost-carbon>

⁵⁸Revised code of Washington related to IRPs that governs SCGHG methodology is 3a under 19.280.030

⁵⁹ <https://www.seattle.gov/city-light/about-us/what-we-do/mission-vision-values>

Table 6.18 2024 DSMPA Top Seven Portfolio Metric Performance Heat Map

Portfolio	Portfolio \$/MWh	Hourly Emissions \$	Customer	Non-Firm TX MW	Elect_DecRA
P1	\$ 48.15	\$ 595,997,205.00	0.50	1175	0.4
P2	\$ 49.15	\$ 602,682,056.83	0.40	1150	0.4
P3	\$ 48.47	\$ 610,895,398.46	0.37	1100	0.6
P4	\$ 51.52	\$ 611,859,089.22	0.45	1025	0.7
P5	\$ 51.02	\$ 576,083,787.43	0.55	1000	0.8
P6	\$ 54.61	\$ 445,876,684.52	0.65	1025	0.4
P7	\$ 51.45	\$ 533,272,440.99	0.50	925	0.7

A more in-depth look at the strengths and weaknesses of these top seven portfolios is outlined in Table 6.19.

Table 6.19 2024 DSMPA Top Seven Portfolio Strengths and Weaknesses

Portfolio Name	Strengths	Weaknesses
P1: Lowest Customer Solar, Low Cost, High Demand Response	Lowest cost portfolio Top electrification resource adequacy metric performance	Largest unavailable transmission reliance High energy efficiency target operationally difficult to achieve in current business climate
P2: Lowest Customer Solar, High Energy Efficiency	Top electrification resource adequacy metric	High energy efficiency target operationally difficult to achieve in current business climate
P3: Lowest Demand Response, Lowest Customer Solar	Second-lowest cost Middle of the road	Fewest customer options
P4: More Customer Solar, Lowest Demand Response	Not many	Highest emissions Second-highest cost Second worst in electrification resource adequacy
P5: More Customer Solar, Low Energy Efficiency	Most likely to operationally meet energy efficiency targets Second-lowest transmission risk	Worst performing under higher electrification loads
P6: High Customer Solar, High Cost	Top electrification resource adequacy metric performance Lowest emissions Most customer options	Most expensive City Light 50% discount solar incentive program High energy efficiency target operationally difficult to achieve in current business climate
P7: More Customer Solar, Least Transmission Risk	Least transmission risk	Second worst in electrification resource adequacy

Table 6.20 contains the top seven portfolios and their resource composition by the year 2045.

Table 6.20 2024 DSMPA Top Seven Portfolio Forecasted Firm Resources By 2045

Portfolio	Wind (MW)	Solar (MW)	Energy Efficiency (aMW)	Demand Response (MW)	Customer Solar (aMW)	Standalone Battery (MW)
P1	875	75	163	78	28	100
P2	875	75	173	39	28	100
P3	875	175	151	38	28	100
P4	875	175	133	38	49	200
P5	875	275	124	76	49	200
P6	875	200	162	53	92	200
P7	875	400	132	54	49	200

6.5.8. Recommendations

In the face of growing electrification, the 2024 DSMPA analysis has demonstrated more supply and demand resources will be needed to meet future resource adequacy needs than the 2022 IRP and 2022 CPA.

To help address winter resource adequacy needs, residential energy efficiency will be rising significantly compared to the 2022 IRP and 2022 CPA. In the 2024 DSMPA, all top seven portfolios include a residential cost bin of \$150-160 MWh (~22 aMW over 10 years). In the 2022 IRP and 2022 CPA it was a \$40-50 MWh cost bin (~11 aMW over 10 years). It will take considerable effort to scale up residential energy efficiency, but there are likely going to be significant synergies with federal and state funding opportunities (i.e., federal Inflation Reduction Act funding).

On the commercial energy efficiency side, four of the seven top 2024 DSMPA portfolios feature commercial cost bins equal to, or greater than the 2022 CPA. As of September 2023, City Light is not on track to meet its two-year 2022 CPA targets, in large part due to the reduced activity in office building upgrades due to the ongoing changes in that sector following the COVID pandemic. Therefore, it is reasonable to assume, in the short term, that the demand side commercial energy efficiency potentials in portfolios P1, P2, P3, and P6 are not available. Given this, utility solar is a feasible and recommended replacement for the identified additional need for commercial energy efficiency.

Since portfolios P1, P2, P3, and P6 are not feasible, this leaves portfolios P4, P5, and P7. P4 performs the worst in all of the metrics of these remaining three, leaving P5 and P7. Table 6.21 shows the top two portfolios P5 and P7 under three different hourly flat market reliance conditions: 0 aMW, 100 aMW, and 200 aMW.

Table 6.21 2024 DSMPA Top Two Portfolio Market Reliance (MR) Sensitivity

Portfolio	Wind (MW)	Solar (MW)	Energy Efficiency (aMW)	Demand Response (MW)	Customer Solar (aMW)	Battery Only (MW)	Unavailable Transmission (MW)
P5_MR0	875	275	124	76	49	200	1000
P5_MR100	875	150	124	76	49	200	525
P5_MR200	875	425	124	76	49	0	75
P7_MR0	875	400	132	54	49	200	925
P7_MR100	875	350	132	76	49	200	450
P7_MR200	875	450	132	32	49	100	50

In Table 6.22 P7 performs better in the December electrification resource adequacy metric, has less reliance on unavailable transmission, and has fewer emissions.

City Light finds the portfolio attributes of P7, with market reliance of 200 aMW, to be the best fit for the utility because this portfolio mitigates supply transmission risk, energy efficiency achievability risk, and electrification resource adequacy risk.

City Light recognizes that individual resources (supply or demand) are subject to deliverability uncertainty. Given the highlighted uncertainties and challenges, there currently is no perfect solution to City Light’s resource adequacy challenge. The recommendation is based on minimizing identified risks while acknowledging that circumstances will change, and City Light will reevaluate resources adequacy needs and resourcing options every two years.

Table 6.22 2024 DSMPA Top Portfolio (P7) Resources

Resource	Capacity by Year 2028 (MW)	Capacity by Year 2045 (MW)
Battery	100	100
EOR Solar	75	75
EOR Solar+Battery	0	25
EWA Solar	275	300
EWA Solar+Battery	0	50
Gorge Wind	275	275
Montana Wind	100	100
Offshore Wind	0	500
Total Firm Supply	825	1425
Total Unavailable Transmission Supply	50	50
Commercial CPP	15	15
Commercial EVTOU	2	17
Total Demand Response	17	32
Commercial Energy Efficiency (aMW)	28	72
Industrial Energy Efficiency (aMW)	5	10
Residential Energy Efficiency (aMW)	10	50
Total Energy Efficiency (aMW)	43	132
Customer Solar (aMW)	9	49

Table 6.23 provides the 2024 DSMPA two-, four-, ten-, and 22-year cumulative achievable economic potential estimates by sector.

Table 6.23 2024 DSMPA Achievable Economic Potential

Sector	Achievable Economic Potential - aMW				
	2-Year (2024–2025)	4-Year (2024–2027)	10-Year (2024–2033)	22-Year (2024–2045)	20% of 10-Year
Residential	4	8	22	50	4
Commercial	12	23	49	72	10
Industrial	2	4	8	10	2
Total	18	35	79	132	16
Customer Solar	2	4	16	49	3

As a comparison, Table 6.24 provides the 2022 CPA two-, four-, ten-, and 20-year cumulative achievable economic potential estimates by sector.

Table 6.24 2022 CPA Achievable Economic Potential

Sector	Achievable Economic Potential - aMW				
	2-Year (2022–2023)	4-Year (2022–2025)	10-Year (2022–2031)	20-Year (2022–2041)	20% of 10-Year
Residential	2.90	5.22	11.16	17.91	2.23
Commercial	13.85	25.98	57.08	77.48	11.42
Industrial	1.99	4.03	8.65	10.44	1.73
Total	18.74	35.23	76.89	105.83	15.38

Figure 6.14 provides the 2024 DSMPA 22-year cumulative achievable economic potential targets compared with the maximum potential by sector.

Figure 6.14.2024 DSMPA Energy Efficiency Targets Compared with Maximum Potential

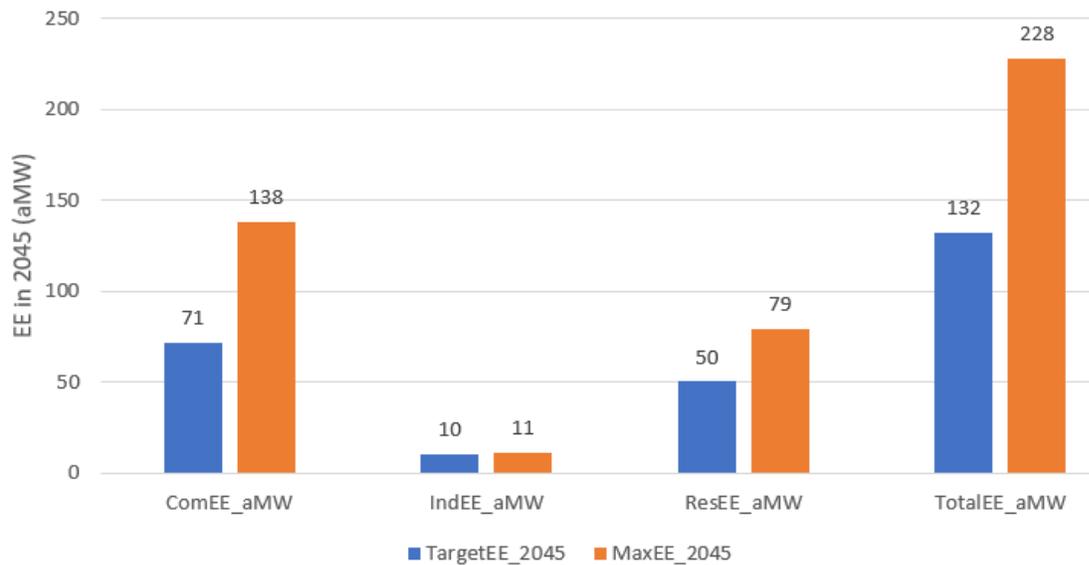


Table 6.25 provides the 2024 DSMPA 22-year top portfolio new resource additions.

Table 6.25 2024 DSMPA Top Portfolio New Resource Additions

New Resource Additions	2024–2031	2032–2045	Total
Solar (MW)	350	100	450
Wind (MW)	375	500	875
Energy Efficiency (aMW)	67	65	132
Customer Solar (aMW)	15	34	49
Summer Demand Response (MW)	19	7	26
Winter Demand Response (MW)	20	11	31
Standalone Battery (MW)	100	0	100
Unavailable Transmission Supply Resources (MW)	50	0	50

As a comparison, Table 6.26 provides the 2022 IRP 20-year top portfolio new resource additions.

Table 6.26 2022 IRP Top Portfolio New Resource Additions

New Resource Additions	2022–2031	2032–2041	Total
Solar (MW)	175	0	175
Wind (MW)	225	50	275
Energy Efficiency (aMW)	85	31	116
Customer Solar Programs (MW)	24	28	52
Summer Demand Response (MW)	47	31	78
Winter Demand Response (MW)	79	43	122

7. Glossary of Terms

These definitions draw heavily from the *NAPEE Guide for Conducting Energy Efficiency Potential Studies and the State and Local Energy Efficiency Action Network*.⁶⁰

Achievable potential: The amount of energy use that efficiency can realistically be expected to displace.

Conservation potential assessment: A quantitative analysis of the amount of energy savings that exists, proves cost-effective, or could potentially be realized through implementation of energy-efficient programs and policies.

Cost-effectiveness: A measure of relevant economic effects resulting from implementing an energy efficiency measure. If the benefits of this selection outweigh its costs, the measure is considered cost-effective.

Economic potential: Refers to the subset of technical potential that is economically cost-effective compared with conventional supply-side energy resources.

End use: A category of equipment or service that consumes energy (such as lighting, refrigeration, heating, or process heat).

End-use consumption: Used for the residential sector, this represents per-UEC consumption for a given end use, expressed in annual kilowatt-hours per unit. (Also called unit energy consumption.)

End-use intensities: Used in the commercial and institution sectors, this represents the energy consumption per square foot for a given end use, expressed in annual kilowatt-hours per square foot per unit.

⁶⁰ Schiller Consulting, Inc. 2012. *Energy Efficiency Program Impact Evaluation Guide. NAPEE Guide for Conducting Energy Efficiency Potential Studies and the State and Local Energy Efficiency Action Network*. Prepared by SEEACTION. www.seeaction.energy.gov

Energy efficiency: The use of less energy to provide the same or an improved service level to an energy consumer in an economically efficient way.

Effective useful life: An estimate of the duration of savings from a measure. EUL is estimated through various means, including the median number of years that energy efficiency measures installed under a program remain in place and operable. EUL also is sometimes defined as the date at which 50% of installed units remain in place and operational.

Levelized cost: The result of a computational approach used to compare the cost of different projects or technologies. The stream of each project's net costs is discounted to a single year using a discount rate (creating a net present value) and divided by the project's expected lifetime output (MWhs).

Lost opportunity: Refers to an efficiency measure or efficiency program seeking to encourage the selection of higher-efficiency equipment or building practices than that typically chosen at the time of a purchase or design decision.

Measure: Installation of equipment, subsystems, or systems, or modifications of equipment, subsystems, systems, or operations on the customer side of the meter designed to improve energy efficiency.

Portfolio: Either (a) a collection of similar programs addressing the same market, technology, or mechanisms or (b) the set of all programs conducted by one organization.

Program: A group of projects with similar characteristics and installed in similar applications.

Retrofit: An efficiency measure or efficiency program intended to encourage the replacement of functional equipment before the end of its operating life with higher-efficiency units (also called early retirement) or the installation of additional controls, equipment, or materials in existing facilities for reducing energy consumption (such as increased insulation, lighting occupancy controls, or economizer ventilation systems).

Resource adequacy: Having sufficient resources, generation, energy efficiency, storage, and demand-side resources to serve loads across a wide range of conditions.

Technical potential: The theoretical maximum amount of energy use that could be displaced by efficiency, disregarding all non-engineering constraints (such as cost-effectiveness or the willingness of end users to adopt the efficiency measures).

Total resource cost test: A cost-effectiveness test that assesses the impacts of a portfolio of energy efficiency initiatives on the economy at large. The test compares the present value of efficiency costs for all members of society (including costs to participants and program administrators) compared with the present value of benefits, including avoided energy supply and demand costs.

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
City Light	Jennifer Finnigan	Greg Shiring

1. BILL SUMMARY

Legislation Title:

A RESOLUTION relating to the City Light Department; acknowledging and approving the City Light Department’s adoption of a biennial energy conservation target for 2024–2025 and ten-year conservation potential.

Summary and Background of the Legislation:

City Light must establish and make publicly available a biennial acquisition target for cost-effective conservation and a ten-year conservation potential. This Resolution establishes an -18 average megawatt (aMW) conservation target for 2024-2025 and a ten-year conservation potential of 79 aMW.

Initiative 937 was passed by Washington state voters in November 2006 to establish renewable and energy efficiency targets for electric utilities serving more than 25,000 retail customers. In complying with RCW 19.285.040, each qualifying utility shall pursue all available conservation that is cost-effective, reliable, and feasible.

WAC 194-37-070 Section (5) provides further guidance that the development of the biennial target and the ten-year potential should follow the methodologies used by the Northwest Power and Conservation Council (NWPPC) and this section offers a series of methodical details to ensure consistency with this regional effort. Section (4) also calls for electric utilities to “establish its ten-year potential and biennial target by action of the utility’s governing board, after public notice and opportunity for public comment.” The adoption of this resolution by the City Council in an open public meeting will maintain our compliance with state law.

Every two years City Light initiates a Demand Side Management Potential Assessment (DSMPA) (formerly known as the Conservation Potential Assessment (CPA)) to identify the biennial acquisition target and the ten-year potential for the service territory. City Light hired a consulting firm (Cadmus) to support the DSMPA consistent with the methodologies outlined in RCW 19.285.040 and WAC 194-37-070 and to be consistent with the Northwest Power and Conservation Council’s methodology used for their 2021 Power Plan. This DSMPA has identified a total of 18 aMW being achievable within the City Light service territory for 2024-2025 and a total conservation potential of 79 aMW for the ten-year period starting in 2024. City Light anticipates meeting or exceeding the 18 aMW biennial target for 2024-2025 and believes the spending plan adopted in the Strategic Plan’s rate path is sufficient to meet the biennial acquisition targets.

As a point of reference, this is the eighth Resolution to establish the biennial target and ten-year

potential for the utility. The most recent legislation, Resolution #32030 established the 2022-2023 conservation target of 18.7 aMW and ten-year potential of 76.9 aMW. The 2024-2025 target of 18 aMW is a slight decrease from the 2022-2023 target. Other than the energy savings target and ten-year potential, this Resolution is quite similar to Resolution #32030 in its language and intent.

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

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 is no direct financial impact of implementing this legislation; the adoption of this Resolution is an administrative requirement of state law. However, failing to meet the biennial conservation targets may result in an administrative penalty outlined in RCW 19.285.060: “(1) Except as provided in subsection (2) of this section, a qualifying utility that fails to comply with the energy conservation or renewable energy targets established in RCW 19.285.040 shall pay an administrative penalty to the state of Washington in the amount of fifty dollars for each megawatt-hour of shortfall. Beginning in 2007, this penalty shall be adjusted annually according to the rate of change of the inflation indicator, gross domestic product-implicit price deflator, as published by the bureau of economic analysis of the United States department of commerce or its successor.”

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.

City Light makes substantial energy efficiency investments every year and expects to continue to do so in the future and therefore builds out its capital budget expecting conservation measures will, in general, be relatively close to historical levels. City Light’s adopted 2024 O&M and adopted 2024-2029 CIP budgets provide the resources necessary to meet the biennial acquisition targets for 2024-2025, which are similar levels to the 2022-2023 energy efficiency target.

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

There is no direct financial cost of not implementing this legislation. However, City Light is required by state law to set the conservation targets as outlined in RCW 19.285.040. City Light anticipates meeting the conservation targets with the funding levels proposed in the 2022-2026

Strategic Plan.

4. OTHER IMPLICATIONS

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

Within the budget for conservation, Seattle City Light directs funding to the following departments:

- \$3M annually to the Office of Housing in support of the Homewise Weatherization Program,
- \$1.2M annually to the Office of Sustainability for policy development,
- \$500K annually to the Seattle Department of Construction and Inspection for energy code development and compliance.

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 adoption of this Resolution is an administrative requirement of state law to set a conservation target using methodology set by the Northwest Power and Conservation Council.

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

The adoption of this Resolution is an administrative requirement of state law to set a conservation target using methodology set by the Northwest Power and Conservation Council.

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

The adoption of this Resolution is an administrative requirement of state law to set a conservation target using methodology set by the Northwest Power and Conservation Council.

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 resolution supports a decrease in carbon emissions by establishing two- and ten-year energy conservation targets. Conservation helps to reduce City Light’s carbon emissions by saving energy and helping to reduce overall load, ultimately helping City Light’s hydroelectric resources meet most of our demand.

- 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 resolution supports Seattle’s resiliency to climate change by establishing two- and ten-year energy conservation targets. Energy efficiency helps to reduce carbon emissions, as stated above.

- 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 is not a new initiative or major programmatic expansion; this effort is consistent with City Light’s longstanding commitment to conservation.

5. CHECKLIST

- Is a public hearing required?**
Yes. Consistent with WAC 194-37-070 section (4), the utility must establish its ten-year potential and biennial target by action of the utility’s governing board, after public notice and opportunity for comment.
- 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: None.



Legislation Text

File #: Appt 02853, **Version:** 1

Appointment of Joel L. Domingo as member, Seattle-King County Advisory Council on Aging and Disability Services, for a term to December 31, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Dr. Joel L. Domingo</i>		
Board/Commission Name: <i>Seattle-King County Advisory Council on Aging and Disability Services</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Mayor</i>		Term of Position: * <i>1/1/2023</i> to <i>12/31/2025</i> <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Wedgwood</i>	Zip Code: <i>98115</i>	Contact Phone No.:
Background: <i>As someone who has been both a longtime caretaker of an aging mother and an adult daughter with a neurodevelopmental disability, Joel has seen firsthand the need to advocate for them for even the most basic of needs including food, health, housing, and transportation needs. Additionally, learning to navigate the many social support systems that are available to them has been an ongoing journey of learning, which has been enjoyable. However, Joel has come to realize the tremendous opportunity to help ameliorate some of the unexpected service gaps in these various social systems that they are a part of, and as such, he hopes that his experience can help inform decision makers and improve processes.</i>		
Authorizing Signature (original signature): Date Signed (appointed): <i>2/23/2024</i>		Appointing Signatory: <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

A community and educational leader with proven experience in community collaboration, research, teaching and learning, policy and advocacy, program evaluation and strategy, disability issues, and civic engagement.

ACADEMIC BACKGROUND

- Ed.D. 2011. Educational Leadership, Argosy University, Seattle, Washington
Areas of Research: Leadership & Administration, Community Partnerships, Policy & Governance, Qualitative Research
- M.A. 1995. Theology, Fuller Theological Seminary, Pasadena, California
Areas of Focus: Systematic Theology and Ecclesiastical History
- B.A. 1991. Psychology, University of Washington, Seattle, Washington

RESEARCH INTERESTS & COMPETENCIES

Leadership development	Nonprofit leadership	Community partnerships
Research and evaluation	Community engagement	Program design & assessment
Leadership development	Disability issues	Social Justice and Advocacy
Policy & Advocacy	Social transformation	Equity & Diversity

ACADEMIC EXPERIENCE (TEACHING AND ADMINISTRATION)

DIRECTOR OF RESEARCH / ASSOCIATE PROFESSOR 2020 – current
City University of Seattle Research Institute

- Develop and lead the university’s overall research agenda, policies, and research procedures.
- Develop, administer, and oversee sponsored projects activity across the institution and satellite locations, including pre-and post-award processes.
- Lead faculty research efforts and administer funding requests for university research projects.
- Initiate dissemination of scholarship by creating a peer-reviewed multi-disciplinary academic publication, the *Journal of Multidisciplinary Research and Scholarship* (Lead Editor).
- Oversee student research and dissertation process.
- Lead effort to develop and implement a institutional faculty management system.

ACADEMIC PROGRAM DIRECTOR/ASSOCIATE PROFESSOR 2017 – 2020
City University of Seattle
School of Applied Leadership (Ed.D. in Leadership program)

- Develop and teach doctoral and master's level classes in the School of Applied Leadership. Led and managed continuing growth of the doctoral program.
- Responsible for leadership of all aspects of the doctoral program, including instructional quality and research, student success, dissertation processes, faculty hiring, fiscal sustainability, and assessment and evaluation.
- Develop and lead several external outreach efforts across the institution, including external education leadership development initiative (Sabey Leadership Institute)
- Collaborate across several university departments locally and nationally to drive student success and instructional excellence.

ASSOCIATE PROGRAM DIRECTOR/ASSOCIATE PROFESSOR 2015 – 2017

City University of Seattle

School of Applied Leadership (Higher Education, Nonprofit, and Specialized Study Concentration)

- Develop and teach doctoral and master's level classes.
- Chair and committee work on student dissertations.
- Assess & review program quality and program currency.
- Orientation and training of new faculty in the program area.
- Curriculum development and review.
- Outreach and external relations for the doctoral program.
- Participation in Faculty Standards and Development and Academic Technology Committees.

ASSOCIATE FACULTY 2014 – 2015

City University of Seattle

School of Applied Leadership

- Teach doctoral and master's level classes.
- Designed graduate-level nonprofit leadership concentration.

ADJUNCT PROFESSOR 2012 – current

Northwest University

College of Education

College of Adult & Professional Studies

- Teach master's-level and undergraduate-level coursework.
- Designed and developed coursework & faculty guides for instruction and assessment.

ADJUNCT FACULTY 2011 – 2014

Argosy University

College of Education / College of Arts & Sciences

- Graduate level teaching (College of Education) & Undergraduate teaching (College of Arts & Sciences).
- Reviewer: Argosy University Doctoral Comprehensive Examination.

RELATED EXPERIENCE

LEND FELLOWSHIP 2014 – 2015

University of Washington

Center on Human Development & Disability (CHDD)

- Fellowship at an academic medical center exploring the impact of disability on families.

- Collaborated with the medical diagnostic/assessment teams on patient care.
- Service to clinical operations and fellowship training teams.

EDUCATIONAL CONSULTANT 2013 – 2014

- Research & evaluation for the Washington Family & Community Engagement Trust.
- Designed and developed curriculum and program evaluation for statewide parent/family advocacy training project with the Washington State Governor’s Office and local community-based organizations.
- Lead presenter to local K-12 school districts’ professional development training.
- Strategic planning and program design with K-12 school and community leaders.

EDUCATION ADVOCACY PROGRAM MANAGER 2011 – 2013

Washington State Governor’s Office (Office of the Education Ombuds)

- Program, grant, curriculum development, educational research, and assessment for statewide advocacy and policy training initiatives serving families, education, and community leaders.
- Responsible for overseeing and implementing several grant programs around addressing achievement gaps through school-family partnerships.
- Conducted education and policy research, and government relations.
- Developed online learning platforms for several educational initiatives.
- Provided technical assistance to CBOs, school districts & related organizations, several state agencies (OSPI, ESD), and other local and national constituencies.

ASSISTANT DIRECTOR OF ADMISSIONS 2003 – 2008

Argosy University/Seattle

- Communicated and created pathways to entry for college-bound and graduate students resulting in increased enrollment for five consecutive years.
- Developed successful training and outreach informational sessions and public lectures.
- Streamlined and managed the student life cycle from preadmission to graduation.
- Established procedures and trained university personnel on organizational, administrative, and outreach systems.
- Noted for consistently increasing student enrollment for five consecutive years.
- Consistently recognized as one of the top academic administrators across the entire national campus system.

ALUMNI RELATIONS MANAGER FOR ACADEMIC PROGRAMS 2000 - 2002

University of Washington

(Office of Development & Alumni Relations)

- Led all community and alumni outreach functions for the Colleges of Engineering, Business, Architecture, Fisheries, Forest Resources, The Information School, Technical Communication, Construction Management, the Schools of Pharmacy, Nursing, UW Tacoma, and UW Bothell.
- Successfully led learning and educational opportunities for several constituency groups
- Increased working relationships with external partners, foundations, and other corporate organizations that led to successful sponsorship efforts and event underwriting.
- Created board development and governance structure for all university volunteer groups.

ASSISTANT DIRECTOR OF ADMISSIONS 1998 – 1999

Seattle Pacific University

- Directed and managed the communications and marketing strategy for the undergraduate admissions office while surpassing enrollment objectives.
- Oversaw partnerships across several campus units.
- Marketing research for all advertising efforts.
- Noted participant in the university convocation ceremony.

FOUNDATION ADMINISTRATION / ACADEMIC PROGRAM ADVISOR 1997 – 1998
 Regent College Foundation & Extension, Vancouver, BC / Seattle, WA

- Administered gifts for a US-based educational foundation.
- Led campus administration for the extension center.
- Coordinated outreach efforts with the office of educational initiatives.
- Collaborated on the creation of an academic journal, “Vocatio”
- Led educational consortium and developed an academic lecture series.
- Established new advancement initiatives leading to increased giving.

ADDITIONAL SERVICE & EXPERIENCE (FOR/NON-PROFIT)

VICE PRESIDENT 2010 – 2012
 Seattle Special Education PTSA

Advocated and represented over 6,000 students and families served by special education services within the Seattle School District; Led community outreach efforts; Analyzed district special education policy.

- Collaborated with the district and community leaders to produce highly successful education conferences.
- Advocated for successful policy changes to Seattle Public Schools Special Education Department
- Helped lead the effort to increase community engagement with several stakeholders.

DIRECTOR OF OPERATIONS & ADMINISTRATION 2008 – 2010
 All Saints Church, Seattle, WA

Oversaw all operational, educational programming, financial, and care systems for a growing, urban church organization with a \$1.2M budget; Planned and led missions projects to developing countries.

- Staff leadership development, constituent relations, counseling, and speaking.
- Developed and formed the financial and operational infrastructure.
- Designed and implemented successful public lectures and events.
- Created capacity-building systems and increased staff & volunteer mobilization efforts.

ADMINISTRATION SPECIALIST 2000
 City of Seattle (Seattle Public Utilities Human Resources Division)

Created curricula and taught classes around organizational and occupational safety standards; Database management for all the organizational educational and training initiatives for internal constituencies; provided support for specific HR specialty functions.

- Helped develop an organization-wide leadership-training curriculum.
- Successfully procured corporate training and assistive learning technologies

PROFESSIONAL & ACADEMIC PUBLICATIONS

Domingo, J., (2016). Lean on me: The importance of a social support network for adult students. In K. A. Flores, K. D. Kirstein, C. E. Schieber, & S. G. Olswang (Eds.), *Supporting the Success of Adult and Online Students: Proven Practices in Higher Education* (pp. 3-12). San Bernardino, CA: CreateSpace Independent Publishing.

Domingo, J.J.L. & Simmons, A. (2013). *Finding Your Voice: A promising model of education advocacy and partnership*. Publication for the Office of the Education Ombudsman, Seattle, WA

Domingo, J.J.L. (2012). *Engaged Families, Successful Schools: An overview of local and national family engagement in education efforts*. Publication for the Community Center for Education Results Road Map Project, Seattle, WA.

Domingo, J. J. L. (2011). *From pulpit to practice: A qualitative cross-disciplinary exploration of the factors within a faith-based community that contribute towards sustained urban renewal*. (Doctoral Dissertation), Argosy University, Seattle: (Publication No. AAT 3467500.)

ARTICLES/Non-academic

Domingo, Joel L. *Leadership, and the importance of saying thanks*. Leadership Snohomish County e-newsletter, April 2019

Domingo, Joel L. *Deep listening as a leader*. Leadership Snohomish County e-newsletter, October 2018

Domingo, Joel L. *When leadership and management work together, change happens*. The Seattle Times, November 28, 2018

Domingo, Joel L. *How schools can work together with parents*. The Seattle Times Education Roundtable, December 7, 2013

ACADEMIC AND PROFESSIONAL PRESENTATIONS

Co-presenter (with Estudillo, A.), “Leading Systems Change in Higher Education Through a Comprehensive EDI&B Lens” presented at the International Leadership Association Diversity Equity and Inclusion Conference, August 2022, Virtual.

Presenter, “Finding Their Voices: Lessons from a Program Helping Parents Become Civic and Community Leaders” presented at the International Leadership Association Annual Global Conference, November 2020, Virtual.

Session Presenter, “Three Leadership Narratives for Equity and Diversity” presented at the Washington State Family and Community Engagement Annual Conference, October 2019, Shoreline, WA

Session Presenter, “Better Together: Improving the Student Experience through Interdepartmental Planning and Collaboration” presented at the Society of College and University Planning Annual Conference, July 2019, Seattle, WA

Co-presenter (with Ferry, N.), “Your Silence Will Not Protect You: Talking Race in the Workplace” presented at the 3rd Annual Leadership Snohomish County Step Up Equity and Diversity Annual Conference, April 2019, Lynnwood, WA

Co-presenter (with Price, G.), “Teamwork” presented at the City University Enrollment & Advising Training Retreat, August 2018, Spokane, WA

Presenter, “Lean on Me: The Importance of a Social Support Network for Adult Students” presented at the Annual Meeting of the Community and Technical Colleges of Washington Leadership Development Association, August 2018, Spokane, WA

Presenter, “Lights, Camera, Lecture: Videos and Online Learning” presented at the City University of Seattle Virtual Faculty Workshop, February 2018, Seattle, WA

Presenter, “Ready for launch: Preparedness as an instructional strategy” presented at the City University of Seattle Spring Faculty Conference, March 2017

Presenter, “Lead together: Before you change the world, know yourself” presented at the Washington State Directors of Disability Organizations Quarterly Gathering, April 2016, Seattle, WA

Keynote presenter, Washington State Father’s Network Annual Conference, October 2016, Bellevue, WA

Workshop Session Lead, “The Benefits of Special Education Collaboration” presented at the Washington State Charters Schools Association Annual Conference, May 2015, Seattle, WA

Co-presenter (with Adelman, S.), “Delivering Difficult News” presented to the University of Washington Center on Human Development and Disability, March 2015, Seattle, WA

Lead workshop presenter, “Finding Your Voice” presented to Highline Public Schools, October 2013, Burien, WA and Lower Yakima Valley School Districts, November 2013, Yakima Valley, WA

Presenter, “State Perspectives/Education Policy” presented at Northwest University, September 2013, Kirkland, WA

Workshop Session Lead, “How the Education System Works” presented at the Road Map Project Parent Form (sponsored by the Community Center for Education Results), April 2013, Tukwila, WA

Presenter, “The Legislative Process: Policy and Advocacy” presented at Seattle Public Schools Parent Connectors University, January 2013, March 2013, Seattle WA

Presenter, “Education Ombudsman Report Serving the Asian & Pacific Island Community” presented to the Washington State Commission on Asian Pacific American Affairs, March 2013, Olympia, WA

Lead Presenter, “Current Research on Family Engagement” & “Educational Research Data Interpretation” sessions, presented at the Washington State OEO Finding Your Voice trainer’s conference, March 2013, Federal Way, WA

Presenter, “Educational Policy & Advocacy” presented to Northwest University College of Education Professional Seminar, February 2013, Kirkland, WA

Lead Presenter, “Navigating the Public Education System workshop” presented at the League of Education Voters Annual Advocacy Training Day, January 2013, Des Moines, WA

Facilitator, Equity in Education Community Forum, January 2013, Seattle, WA

Presenter, “Early Learning and Family Engagement” presented at the meeting of the Washington State Head Start Policy Council Board, November 2012, Renton, WA

Panel Presenter, “Family Engagement in Education with Pacific Islander Families” presented at the Annual Summit for Pacific Islander Resources in Education (ASPIRE), September 2012, Seattle, WA

Presenter, “Scan of family engagement in national and local education efforts” presented at the Community Network Convening of the Community Center for Education Results Network, July 2012, Seattle, WA

Lead presenter, “Finding your voice: Training of trainers advocacy program, educational capacity building and community educational advocacy training presented at the Vancouver School District, March 2012, New Holly Community Gathering Center, March 2012, Bellingham School District, May 2012, Renton Community in Schools, May 2012.

Presenter, “Advocating for your child’s education,” presented at the Team Child/El Centro de la Raza Partnership Community Training, December 2011, Seattle, WA

Community Panel Member, Teacher Compensation Technical Working Group, Washington State Office of the Superintendent of Public Instruction, November 2011, Olympia, WA

Presenter, “OEO: No Parent Left Behind Project,” presented at the Asia Pacific Island American Think Tank Meeting, November 2011, Federal Way, WA

Co-presenter, “Finding Your Voice: Becoming an educational advocate,” presented at the Puget Sound Educational Service District Head Start Policy Council, October 2011, Renton, WA

Presenter, “Unleashing the potential of faith-based community organizations,” presented at the Europe Advance Innovate conference, February 2009, Hilversum, Netherlands.

DISSERTATION WORK: CHAIR AND COMMITTEE/UNIVERSITY REVIEWER

Dissertation Chair (City University of Seattle)

Bekele, T. (2021). Supporting the Success of Ethiopian First-Generation College Students

Bethune, M. (2018). Save That Thought: A Case Study of How Knowledge is Transferred between Baby Boomers and Generation-X Aerospace Engineers

- Carrillo de Anda, L. (2017). Key Lessons Learned by Leaders of Two Mexican Universities in the Process of Seeking U.S. Regional Accreditation, and the Impacts on Their Institutional Maturity
- Corona, H. (2020). Nuevas Enseñanzas: A Case Study of Implementing Restorative Practices in a School with Predominantly Spanish-Speaking English Learners
- Delisa, M. (2022). Alumni and High-Impact Student Practices: A Phenomenological Exploration of the Factors that Influence Giving
- Gainous, B. (2023). An Exploration of the Practices Recruiting Black Educators in Charter Schools.
- Kimani, B. (2023). Exploring the Perceptions and Definitions of Skills Gaps in Aerospace Manufacturing
- Lopez, E. (2019). Give Them Wings! Exploring Latino Experiences and Perspectives on Employee Engagement through Qualitative Phenomenological Inquiry
- Roberson, M. (2020). Think Global, Lead Local: A Case Study on the Global Leadership Knowledge, Skills, and Abilities Implemented in an Aerospace Organization
- Sherk, K. (2021). Keeping Great Teachers in the Classroom: A Phenomenological Study of Teacher Career Advancement Through Hybrid Administrator Roles

Dissertation Committee / University Reviewer (City University of Seattle – partial list)

- Clark, A. (2019). Fostering Equitable Learning Opportunities for Middle School Students in Special Education by Reducing their Discipline Disproportionality Rates.
- Cox, K. (2019). Integrating an Innovative Organizational Culture with Cultural Intelligence in Multicultural Teams
- Day, A. (2017). Investigating Emotional Resistance to Organizational Change: A Descriptive Qualitative Research Study of Local Television Newsroom Leaders
- Diaz, E. (2017). Relationship Between Gender and Transformational Leadership Practices: A Study of Self-Reports of Male and Female Graduate Students
- Dixon, T. (2019). The Role of Social Entrepreneurship and Education in Addressing Native American Social and Economic Challenges: A Transformative Study
- Dixon, T. (2017). Effective Leadership Practices for English Language Acquisition Award Schools: A Case Study
- Henderson, H. (2018). Gender Disproportionality in K-12 School Superintendent Positions
- Malone, C. (2018). Factors Influencing Nurses' Choice to Instruct in Nurse Education Programs

San Martin, G. (2020). Diversity Management Strategies for the Retention of Minority Women in School Administration: A Post-Intentional Phenomenology Framework for Human Resources Management

Sheriff, D. (2019). Best Practices for Using Non-Traditional Funding Models in the Non-Profit Sector of Southern British Columbia: A Case Study Approach

ACADEMIC SERVICE & COMMITTEE WORK

Reviewer, *Voluntas: International Journal of Voluntary and Nonprofit Organizations*, 2019 – current

Member, City University Curriculum Committee, 2020 – current

Member, City University Continuous Improvement Committee, 2020 – current

Member, City University Core Search (Hiring) Committee, 2021 - current

Curriculum Committee Chair, School of Applied Leadership, City University of Seattle, 2018 – 2020

Chair, Faculty Standards and Development Committee, City University of Seattle, 2017 – 2018

Member, Academic Technology Committee, City University of Seattle, 2016 – 2017

Member, Curriculum Committee, School of Applied Leadership, City University of Seattle, 2015 – 2017

Member, Faculty Standards and Development Committee, City University of Seattle 2015 – 2017

POLICY WORK

Washington State Special Education Stakeholders Task Force Workgroup, Office of the Education Ombuds/SB6002 Proviso, July 2014

HIB/Anti-Bullying Data Workgroup, Office of the Superintendent of Public Instruction/Office of the Education Ombuds, 2012

Community Testimony, SSB 5639 Education Governance Bill, Washington State Senate Ways & Means Committee, February 2011.

Rules Implementation Committee, HB 3026 Educational Civil Rights. Washington Office of the Superintendent of Public Instruction, June 2010

GRANTS & CONTRACTS AWARDED / ADMINISTERED

Domingo, J.J.L. (2013). “Finding Your Voice training.” Seattle, WA: League of Education Voters Foundation (\$10,000)

Domingo, J.J.L. & Simmons, A., (2012). “Research on National and Local Family/Community Engagement Programs and Activities.” Seattle, WA: Community Center for Education Results (\$40,000)

Domingo, J.J.L., Simmons, A., & Scott, C.L. (2011). “Finding Your Voice: training of trainers program.” Washington State Governor’s Office of the Education Ombudsman. Seattle, WA: Discuren Foundation (\$60,000)

PROFESSIONAL AND EDUCATIONAL ASSOCIATIONS

Member, INTERNATIONAL LEADERSHIP ASSOCIATION, 2017 – current

Member, COMMUNITY ENGAGEMENT NETWORK, INST. FOR ED LDRSHIP, 2013 – 2015

Member, AMERICAN EDUCATIONAL RESEARCH ASSOCIATION, 2008 – 2012

Member, PHI DELTA KAPPA, Education Honor Society, 2008 – 2011

Member, ARGOSY UNIVERSITY PROFESSIONAL ADVISORY BOARD, 2010 – 2012

Advisory Council, WASH. STATE OFFICE OF THE EDUCATION OMBUDS, 2010 – 2012

Member, COUNCIL FOR ADVANCEMENT AND SUPPORT OF EDUCATION, 2001

COMMUNITY SERVICE & ASSOCIATIONS

Board Chair, WASHINGTON STATE CHARTER SCHOOLS ASSOCIATION (c3), 2015 – current

Board Member/Secretary, WASHINGTON CHARTERS ACTION (PAC/c4), 2015 – current

Founding Board, WASHINGTON FAMILY ENGAGEMENT, 2014 – current

Member, CONSUMER ADVISORY COUNCIL UNIVERSITY WASHINGTON CENTER FOR HUMAN DEVELOPMENT AND DISABILITY, 2016 – 2020

Member, SEATTLE PUBLIC SCHOOLS SPECIAL EDUCATION ADVISORY COMMITTEE, 2016 – 2018

Member, CITY OF SEATTLE DESIGN DEPARTURES COMMITTEE, 2014 – 2015

Member, Strategic Planning Task Force, SEATTLE PUBLIC SCHOOLS, 2013

Planning Team, CCCER ROAD MAP PROJECT PARENT FORUM, 2013

Member, Superintendent Search Committee, SEATTLE PUBLIC SCHOOLS, 2012

Member, Parent Council, THORNTON CREEK ELEMENTARY SCHOOL, 2009 – 2012

Member, WASHINGTON STATE COMMISSION OF ASIAN AMERICAN AFFAIRS ED. COMMITTEE, 2011 – 2013

Member, ASIA PACIFIC DIRECTORS COALITION, 2011 – 2013

Board Member, PUGET SOUND CHI ALPHA, 2010 – 2013

Vice President, Board of Directors, ALL SAINTS CHURCH, 2007 – 2008

Co-president, Parent Council, UNIVERSITY OF WASHINGTON HARING CENTER/EXPERIMENTAL EDUCATION UNIT, 2003 – 2004

Board member (ex-officio), GREATER SEATTLE CHAMBER OF COMMERCE, 1998 – 1999

Chair, Diplomats Committee, GREATER SEATTLE CHAMBER OF COMMERCE, 1998 – 1999

Training Chair, Diplomats, GREATER SEATTLE CHAMBER OF COMMERCE, 1997 – 1998

AWARDS

President's Club Award, 2005, ARGOSY UNIVERSITY. Education administrator award.

Diplomat of the Year, 1998, GREATER SEATTLE CHAMBER OF COMMERCE. Community outreach award.

TECHNICAL SKILLS

Proficient in general office productivity, design, and production applications, academic database systems, qualitative and quantitative analysis tools (nVivo/Dedoose/SPSS). Experienced with online learning platforms (Blackboard, Brightspace/D2L, eCollege, Moodle)

Seattle-King County Advisory Council on Aging and Disability Services

21 Members: Pursuant to *Ordinance 19237*, 7 members subject to City Council confirmation, 2-year terms:

- 7 # City Council-Approved
- 7 # Mayor-appointed
- 14 # Other Appointing Authority-appointed: King County (Does not go through official legislative process)

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Vacant					
1	F	N/A	2.	Member	Kim-Khánh Văn	1/1/2021	12/31/2024	2	Sound City Association
6	F	N/A	3.	Member	Cynthia Snyder	1/18/2017	12/31/2024	4	King County Sound City Association
6	F	N/A	4.	Member	Marli Larimer	1/1/2019	12/31/2024	3	
6	F	N/A	5.	Advocacy Chair	Diana Thompson	4/13/2018	12/31/2024	3	King County
1	M	N/A	6.	Member	Dick Woo	1/18/2016	12/31/2023	4	Mayor
			7.	Vacant					
			8.	Vacant					
			9.	Vacant					
6	M	N/A	10.	Member	Tom Minty	1/1/2017	12/31/2024	4	King County
			11.	Vacant					
			12.	Vacant					
6	F		13.	Member	Patricia P. Schnepf	1/1/2023	12/31/2025	1	Mayor
1	M		14.	Member	Joel L. Domingo	1/1/2023	12/31/2025	1	Mayor
			15.	Member					Mayor
6	F	2	16.	Chair	Alex O'Reilly	N/A	12/31/2024	1	King County
6	F		17.	Member	Dolores Wiens	1/1/2023	12/31/2025	1	Mayor
2	F	2	18.	At-Large	Zelda Foxall	1/1/2018	12/31/2023	3	Mayor
6	F	2	19.	Vice-Chair	Lorna Stone	1/1/2013	12/31/2024	4	Mayor
6	F	3	20.	Secretary	Barb Williams	1/1/2019	12/31/2024	3	Mayor
2	M	1	21.	Member	Joe Hailey	1/1/2020	12/31/2025	3	Mayor



Legislation Text

File #: Appt 02854, **Version:** 1

Appointment of Patricia P. Schnepf as member, Seattle-King County Advisory Council on Aging and Disability Services, for a term to December 31, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Patricia P. Schnepf</i>		
Board/Commission Name: <i>Seattle-King County Advisory Council on Aging and Disability Services</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Mayor</i>		Term of Position: * <i>1/1/2023</i> to <i>12/31/2025</i> <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>Shoreline</i>	Zip Code: <i>98155</i>	Contact Phone No.:
Background: <i>She has long been an advocate to eliminate age discrimination. Patricia has been exposed to her own discrimination in the workplace, healthcare, and activities even before she turned 65 years old. Age discrimination was, and somewhat still is, very strong within the workforce – she herself needed to seek the assistance of a third-party entity to obtain employment in Seattle when she moved there from Chicago. Chicago was not much better in this regard.</i> <i>She has also seen first-hand the disparities in hiring and treatment of other seniors, which were exacerbated by race and religious beliefs. Patricia did what she could alone to help. She truly believes her energies could be well put to use among experts within an organization whose focus and directions strongly include advocacy against ageism and the disparities in other areas that include healthcare, housing, food, and the like, along with a focus on equity and inclusion.</i>		
Authorizing Signature (original signature): Date Signed (appointed): 2/23/2024		Appointing Signatory: <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.

ADMINISTRATIVE PROFESSIONAL / ARTIST

SKILLS HIGHLIGHTS

ADMINISTRATIVE – All aspects of administrative responsibilities and included, but was not limited to, correspondence, disseminating complex information, managing confidential material, meeting setup and coordination, research and reports, scheduling for individual senior executives and multiple executives. Maintaining and creating budgets and financial reports.

PRESENTATIONS, MANUALS, PUBLICATIONS, CORRESPONDENCE – Ongoing (currently mainly art related) – Research, compile, create live and written presentations, general publications, marketing and promotional pieces/new business promotion, live presentations. Prior experience involved creating how-to manuals.

COMPUTER SKILLS

Microsoft Office Suite (Word, Excel, Access (light), PowerPoint, Photoshop*, Lightroom*, Publisher, Photoshop, Salesforce, WordPress (moderate) some html/xml, website design (light), databases, forms design, SharePoint, People Soft, Visio, Adobe Acrobat Professional (light)

SPECIALIZED*

Art/ Photography/Photographic Art (Digital) – various gallery, juried shows (live and on-line art sites), art fairs. Art in private collections. Selected artwork evolved into products. Commercial photography.

PROJECTS

Project and Events Coordinator/Management – diverse types of projects (non- IT). Specialty: organization; time management; budget; office administration; coordinating/organizing; moving; and research.

- **TUTORING**

Computer Essentials: Internet, E-mail, Word Excel, and Internet Security. Specialty: Teaching computer skills at various levels to seniors including seniors with English as a second language; easy-to-use new software manuals; helped to enable beginner-level seniors (including seniors with disabilities) to advance to creating their own blogs and using various sites to upload their photos; and provided help-desk-type assistance.

CUSTOMER SERVICE/RECEPTION

Customer Service/Client/Patron Relations – included providing information, handling phone inquiries & resolving problems when necessary along with various administrative tasks.

EXPERIENCE

Semi-Retired

2022 – Current

Working on various independent projects along with pursuing my art. Because of some medical issues, I exhibit predominantly online and enter various international competitions. I have been invited to exhibit a few of my images in Spain in 2024.

EXPERIENCE (Continued)**Seattle Parks and Recreation****Lifelong Recreation – NE Division**

Recreation Attendant/Program Assistant

March 2017 - Current

In January 2017 I returned to Lifelong Recreation – NE Division for a special data entry/report generating project (part-time). Along with the responsibilities of the special project, I was involved with customer service, program registrations, data entry, research, and administrative tasks and continued on with them performing various related tasks. Most activities of Lifelong Recreation involved collaborating with seniors on a regular basis. On occasion, worked the front desk at various community centers involved in the usual recreation attendant activities including handling money. I was part of a mass layoff during COVID but was able to return. My current hours have dwindled because of location needs. At one point I did work two jobs (Lifelong Recreation and Sound Generations).

Senior Services (now called “Sound Generations”)

Administrative Assistant

March 2015 – 2021

Ballard Northwest Senior Center (part of Sound Generations umbrella)

Administrative Assistant

2021 – 2022

Sound Generations – (part-time/benefited) involved data entry, research, various administrative tasks, and answering customer inquiries for the Health and Wellness/Project Enhance/Enhance Fitness program. In the early days of hire was shared the position with a full-time person at the main desk handling incoming visitors (including seniors with various physical and mental disabilities) for the organizations various programs and various administrative and accounting projects/tasks using my software and administrative skills. Also assisted residential tenants living in private senior apartments within the building but separate from Sound Generations. From January 2016 to October 2016, I was the on-call receptionist along with my responsibilities for Health and Wellness/Enhance Fitness. Because of steep funding cuts, the part-time Reception/Administrative Assistant position was eliminated. However, I then became a “casual” employee as an Administrative Assistant and eventually a regular employee working twenty hours a week for the Assistant Director and Manager of Operations in the Health and Wellness program with regular Administrative Assistant responsibilities and various projects. I eventually left Sound Generations and took a position at the Ballard Northwest Senior Center.

Ballard Northwest Senior Center – This position was as their Administrative Assistant with similar responsibilities and the addition of supervision of the volunteers and assistance with various projects. I left in January 2022.

Seattle Parks and Recreation**Lifelong Recreation - NE Division**

Program Assistant

March 2012 – June 2015

I started my Seattle work history with Lifelong Recreation – I arrived in Seattle in June 2011 from Chicago, IL. This was a part-time position acquired through a special program via a third-party entity. I registered clients for classes; was responsible for cash handling; research; information dissemination; (written and verbal); client relations; administrative responsibilities learning and using new client-based software; assisted and managed special projects; assisted in marketing efforts and web updates; created fliers; and created and maintain logs. Additional activities included organizing/coordinating/managing monthly dance for NE clients and tutoring seniors to use computers and/or to update their computer skills. I worked independently and within the team environment.

Art Related Projects

January 2008 – Current

Patricia Schnepf Fine Art Photography

These are ongoing projects which involve preparation and participation in various juried art exhibitions; grant recipient; creating and marketing of products evolving from fine art photography; and commercial photography projects and interacting with various clients. I regularly use my administrative skills for essential administrative activities which are an integral part of this venture. These activities include scheduling, the use of Word and Excel aside from art-based software, record keeping, and bookkeeping. Projects were non-conflict of interest and concurrent with various regular employment activities.

**Small Business Owner, Tutor, Election Judge
January 2008 – June 2011 (Chicago, IL)**

In conjunction with my artistic ventures, I was a: small business owner – vintage/almost vintage items plus clothing and accessories; and a volunteer for three years at the Renaissance Court Senior Center located in the Chicago Cultural Center tutoring seniors to use a computer or update their skills and provided phone/help-desk style assistance and various written tutorials. Along with another tutor lead e-mail workshops/seminars for seniors. During those three years I also served as an Election Judge for the mayoral and local Chicago elections and helped form and lead an art-for-seniors program at a local senior residence.

**Administrative/Executive Assistant, Project Management, Customer and Client Relations, Recruiting
Prior to January 2008**

My experience is eclectic and spans across the scope of various industries including finance/accounting, academia, manufacturing, utilities (nuclear engineering), international not-for profit, IT, service, broadcasting, film, law (IP, general, elder law, immigration), and customer/client/patron relations; and employment providing project and meeting/event coordination/ research/customer and client relations – national and international/ interviewing/recruiting, and administrative expertise to senior executives, and others, using my computer, research, organizational, time-management, scheduling, and administrative skills as outline under Skills Highlights above.

EDUCATION

Latin American Institute – Diplomatic History and French
NYU – Film: Lighting
MicroHard – Project Management
ART RELATED
ONGOING INDEPENDENT STUDIES
BUSINESS DEVELOPMENT PROGRAMS
MARKETING AND BUSINESS MANAGEMENT SEMINARS

GROUPS/ORGANIZATIONS

Chicago: Member of Palette & Chisel
Seattle: Seattle Adobe Photoshop Users Group / Shoreline-Lake Forest Park Arts Council (2015)

CERTIFICATIONS

Project Management (Certificate received from learning institution – because of time constraints, did not take the State exam. At the time, the exam was being given, began working as an assistant to a retiring professor at the University of Chicago and responsibilities did not allow time off for the exam. (I was a member of PMI as a proprietor of a small business.)

HIPPA/Medicare Compliance

Seattle-King County Advisory Council on Aging and Disability Services

21 Members: Pursuant to *Ordinance 19237*, 7 members subject to City Council confirmation, 2-year terms:

- 7 # City Council-Approved
- 7 # Mayor-appointed
- 14 # Other Appointing Authority-appointed: King County (Does not go through official legislative process)

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Vacant					
1	F	N/A	2.	Member	Kim-Khánh Văn	1/1/2021	12/31/2024	2	Sound City Association
6	F	N/A	3.	Member	Cynthia Snyder	1/18/2017	12/31/2024	4	King County Sound City Association
6	F	N/A	4.	Member	Marli Larimer	1/1/2019	12/31/2024	3	
6	F	N/A	5.	Advocacy Chair	Diana Thompson	4/13/2018	12/31/2024	3	King County
1	M	N/A	6.	Member	Dick Woo	1/18/2016	12/31/2023	4	Mayor
			7.	Vacant					
			8.	Vacant					
			9.	Vacant					
6	M	N/A	10.	Member	Tom Minty	1/1/2017	12/31/2024	4	King County
			11.	Vacant					
			12.	Vacant					
6	F		13.	Member	Patricia P. Schnepf	1/1/2023	12/31/2025	1	Mayor
1	M		14.	Member	Joel L. Domingo	1/1/2023	12/31/2025	1	Mayor
			15.	Member					Mayor
6	F	2	16.	Chair	Alex O'Reilly	N/A	12/31/2024	1	King County
6	F		17.	Member	Dolores Wiens	1/1/2023	12/31/2025	1	Mayor
2	F	2	18.	At-Large	Zelda Foxall	1/1/2018	12/31/2023	3	Mayor
6	F	2	19.	Vice-Chair	Lorna Stone	1/1/2013	12/31/2024	4	Mayor
6	F	3	20.	Secretary	Barb Williams	1/1/2019	12/31/2024	3	Mayor
2	M	1	21.	Member	Joe Hailey	1/1/2020	12/31/2025	3	Mayor



Legislation Text

File #: Appt 02855, **Version:** 1

Appointment of Dolores Wiens as member, Seattle-King County Advisory Council on Aging and Disability Services, for a term to December 31, 2025.

The Appointment Packet is provided as an attachment.

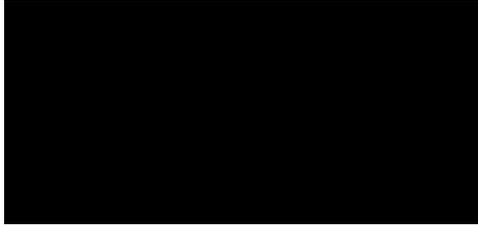


City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Dolores Wiens</i>		
Board/Commission Name: <i>Seattle-King County Advisory Council on Aging and Disability Services</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Mayor</i>	Term of Position: * <i>1/1/2023</i> to <i>12/31/2025</i> <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Hilltop</i>	Zip Code: <i>98104</i>	Contact Phone No.:
Background: <i>Dolores was born and raised in a small rural community which valued volunteering and social justice. This belief stayed her entire life, becoming the first female President of Graduate students at a predominantly male university, Oregon State.</i> <i>Once graduating with a MBA focusing on Business Systems Design, she became active in the professional organization APICS (American Production & Inventory Control Society). As she advanced in her Career, she advanced in APICS as Activities coordinator, Communications Director, Seattle chapter President, West Coast Director, National Motivation Consultant, Commission to bring APICS internationally, in particular to China. During this, her career path was Inventory control manager at Wagner Mining, a division of PACCAR.</i> <i>Systems Design & Change Consultant, ELDEC . Reporting to the President, she did trouble shooting as he requested.</i> <i>She became Vice President at Huntron Electronics. Then got drafted by Boeing to be Senior Buyer of high dollar, high tech purchased parts. As such she was the purchased parts representative on the System Design, AOG, and In-service problems (FAA & NTSB), reporting to the Vice President, Mullaly.</i> <i>During this career, Dolores volunteered at her church and her children's school and sports.</i>		
Authorizing Signature (original signature): Date Signed (appointed):	Appointing Signatory: <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.

Dolores Wiens



EDUCATION (all with honors)

1976 – BA Psychology, emphasis Individual and cultural differences

BS – International Business

1978 - MBA – emphasis on System Analysis & Design

Various Conferences and Seminars as attendee and presenter

Ongoing adjunct professor certified up through graduate level, teaching Systems Analysis & Design, Business, Communications

Collaborated with Dr. Ouchi on Theory Z book published.

First female Graduate School President (over 30 to one female ratio)

PROFESSIONAL ORGANIZATIONS

APICS – American Production and Inventory Control Society, including training and conferences.

Portland – EVENTS planning and implementation.

including Japan's KANBAN group visit/training

Seattle – Started first area APICS newsletter, followed by regional newsletter

President several terms

Western Regional Director

Communications Director

National – Motivational Management Consultant – conducted seminars nation-wide.

International – Task force to open China to APICS, International Chapter Relations
& Start-Ups

OFA - Organizing for America – Seattle Leader

- Attended Organizing & Planning Summit with President Obama regarding direction of this group
- Assisted in forming WAGUN – Washington Responsible Gun Solutions (Affiliated with Gabby Giffords by successful petition and campaign for Gun background checks. Kept supporting group until it associated with Gabby Giffords group (now Alliance). Yearly Table Captain for fundraiser luncheon.
- ACA – Introduced Obamacare to Seattle and signed people up
- Climate Change, Women's rights, and other tenets of OFA – Introduced to Seattle and assisted in forming OFA groups. Recruited members and Interns for Leadership

**BOOTH GARDNER COMMISSION ECONOMIC & BUSINESS DEVELOPMENT FOR
STATE OF WASHINGTON**

COMMUNITY VOLUNTEERING

CRY – CITIZENS RETHINKING YESSLER

HILLARY CLINTON CAMPAIGN – 2015

JAY INSLEE CAMPAIGN – BOTH CAMPAIGNS

EVERGREEN SCHOOL FOR THE GIFTED – Annual Auction Fundraiser

ST. THOMAS MORE PARISH – Lynnwood, WA

Parish Council (Executive)

Formed 1st Multicultural Fair in State – Became example Archdiocese
recommended to other Parishes

MEADOWDALE HIGH SCHOOL - Lynnwood WA

Booster Club, Team Mom & Grandma - Football, Wrestling

WORK EXPERIENCE

Wagner Mining Equipment (division of PACCAR) – Inventory control, planning,
buyer, warehouse (teamsters), Configuration Management, shipping, AOG

ELDEC – Systems Analysis & Design/Change – Reporting to President

Analysis for design/change of systems, implementation and
troubleshooting special projects of President & problem solving.

Huntron – Vice President in charge of manufacturing, inventory control,
warehouse. quality control. Shipping, configuration, Govt. relations

Boeing – Senior Buyer – High Dollar/High Tech, complete range from design to
surplus, AOG, Interface with engineering,

Material Representative for all purchased parts – service problems (e.g FAA),
New model design , & troubleshooting as needed, reporting to VP Molally.

OTHER EXPERIENCE

Supervision Services - early 1980's

I formed this non-profit in response to an unmet need –

Children visiting parent who has been alleged sexual assault against that
Child but has not been adjudicated in court – interim supervision of visits
Researched, trained, designed and implemented program with judges
putting it in court orders within a month.

after 2 years, rolling it into CPS with training of their workers. Also contracted to design & train CPS workers in Family Reconciliation. Provided non-CPS cases to Child Haven with same training.

Commercial Real Estate – 1990's

Focus: Investment apartment buildings for clients

Analysis of investment and troubleshooting to bring apartment investment profitable over time

My clients are now happily retired in Florida and Hawaii.

Montanari Trucking – late 80's & early 90's

Start up of Trucking company. Grew from 0 to 30 trucks and supporting contracts within 1 year.

Seattle-King County Advisory Council on Aging and Disability Services

21 Members: Pursuant to *Ordinance 19237*, 7 members subject to City Council confirmation, 2-year terms:

- 7 # City Council-Approved
- 7 # Mayor-appointed
- 14 # Other Appointing Authority-appointed: King County (Does not go through official legislative process)

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
			1.	Vacant					
1	F	N/A	2.	Member	Kim-Khánh Văn	1/1/2021	12/31/2024	2	Sound City Association
6	F	N/A	3.	Member	Cynthia Snyder	1/18/2017	12/31/2024	4	King County Sound City Association
6	F	N/A	4.	Member	Marli Larimer	1/1/2019	12/31/2024	3	
6	F	N/A	5.	Advocacy Chair	Diana Thompson	4/13/2018	12/31/2024	3	King County
1	M	N/A	6.	Member	Dick Woo	1/18/2016	12/31/2023	4	Mayor
			7.	Vacant					
			8.	Vacant					
			9.	Vacant					
6	M	N/A	10.	Member	Tom Minty	1/1/2017	12/31/2024	4	King County
			11.	Vacant					
			12.	Vacant					
6	F		13.	Member	Patricia P. Schnepf	1/1/2023	12/31/2025	1	Mayor
1	M		14.	Member	Joel L. Domingo	1/1/2023	12/31/2025	1	Mayor
			15.	Member					Mayor
6	F	2	16.	Chair	Alex O'Reilly	N/A	12/31/2024	1	King County
6	F		17.	Member	Dolores Wiens	1/1/2023	12/31/2025	1	Mayor
2	F	2	18.	At-Large	Zelda Foxall	1/1/2018	12/31/2023	3	Mayor
6	F	2	19.	Vice-Chair	Lorna Stone	1/1/2013	12/31/2024	4	Mayor
6	F	3	20.	Secretary	Barb Williams	1/1/2019	12/31/2024	3	Mayor
2	M	1	21.	Member	Joe Hailey	1/1/2020	12/31/2025	3	Mayor



Legislation Text

File #: Appt 02857, **Version:** 1

Reappointment of Steven Pray as member, Seattle LGBTQ Commission, for a term to October 31, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Steven Pray		
Board/Commission Name: Seattle LGBTQ Commission		Position Title: Commissioner
<input type="checkbox"/> Appointment <i>OR</i> <input checked="" type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Date Appointed:	Term of Position: * 11/1/2023 to 10/31/2025 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>First Hill</i>	Zip Code: <i>98101</i>	Contact Phone No.:
Background: Steven Pray grew up in Kent, Washington, a suburb of Seattle. After graduating high school, he attended Central Washington University and received a degree in political science. He moved to Seattle in 2015 to start law school at Seattle University and has been living in the city ever since. After he graduated from law school he began working as a Union Representative at PROTEC17 with his assignment primarily being the City of Seattle. Steven has been an active member of the Seattle LGBTQ Commission and currently leads the Commission Operations Committee.		
Authorizing Signature (original signature): 		Appointing Signatory: <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.*

STEVEN PRAY

EDUCATION

Seattle University School of Law

Seattle, WA

Juris Doctor, cum laude

May 2018

Awards/Honors: Admission Fellow; Trustee Law Scholarship; CALI award, Personal Injury Litigation; Dean's List, 2016-2017; WSBA Labor & Employment Law Grant

Advocacy: Labor and Employment Law Association, *Vice President*
Seattle Journal for Social Justice, *Marketing, Business & Events Editor*
Workers' Rights Clinic, *Rule 9 Licensed Legal Intern*

GPA/Class Rank: 3.55 / Top 20%

Central Washington University

Ellensburg, WA

Bachelor of Arts, Political Science; Minor, Law and Justice, cum laude

June 2014

Awards/Honors: Political Science Department, *Valedictorian*
National Social Science Ass'n Undergraduate Student Competition, *2014 Winner*
Afternoon Ceremony Student Commencement Speaker

EXPERIENCE

Professional & Technical Employees, Local 17

Seattle, WA

Union Representative

August 2018-Present

- Bargaining the City of Seattle and Seattle Municipal Court collective bargaining agreements
- File and attend hearings for grievances and unfair labor practices
- Train shop stewards to engage current membership and register new employees as union members
- Lead labor management meetings at Seattle City Light, Department of Neighborhoods, and Seattle Public Utilit.
- Successfully organized the Records Management Specialists into our King County bargaining unit

Seattle Public Schools General Counsel's Office

Seattle, WA

Legal Extern

June 2016- August 2016

- Drafted and revised school board policies and procedures
- Created a manual containing legal guidelines for the contracts department including when bids must be competitive
- Researched and drafted memos on topics including employee termination, mandatory trainings, and affirmative action
- Represented the District before an administrative law judge during preliminary hearings for non-resident appeals

Kent School District

Kent, WA

Substitute Teacher

October 2014-June 2015

- Led classroom instruction for grades Kindergarten to 12th in subject areas including English, Math, and History
- Developed strategies to deliver teacher's desired curriculum
- Administered state required standardized tests and ensured consistency of process
- Responded and adapted to new environments daily by teaching in over 20 schools in the district

ADDITIONAL INFORMATION

Licenses: Washington State Bar Association, Active Member #54374

Publications: Pray, Steven. "Corporate Style Education Reform and the Latino Community."
Nat'l Social Science Assn. Journal, Vol. 43, No. 2, 112-118. (2015).

Seattle LGBTQ Commission

March 2024

Members: Pursuant to SMC 3.14.920, all members subject to City Council confirmation,
2-year terms:

- 8 City Council-appointed
- 9 Mayor-appointed
- 4 Other Appointing Authority-appointed: Commission-appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
		5	1.	Member	Gerald Seminatore	5/1/23	4/30/25	1	City Council
			2.	Member	VACANT	5/1/23	4/30/25	1	Mayor
		3	3.	Member	Ry Armstrong	5/1/23	4/30/25	1	City Council
			4.	Member	VACANT	5/1/23	4/30/25	1	Mayor
		3	5.	Member	Jeremy Erdman	5/1/23	4/30/25	1	City Council
			6.	Member	VACANT	11/1/23	10/31/25	1	Mayor
			7.	Member	Kody Allen	11/1/23	10/31/25	1	Commission
		6	8.	Member	Steven Pray	11/1/23	10/31/25	2	Mayor
			9.	Member	VACANT	5/1/22	4/30/24	1	City Council
			10.	Member	VACANT	5/1/22	4/30/24	1	Mayor
			11.	Member	VACANT	5/1/22	4/30/24	1	City Council
		3	12.	Member	Brett Pepowski	5/1/22	4/30/24	1	Mayor
			13.	Member	Atif Osmani	11/1/22	10/31/24	1	City Council
			14.	Member	VACANT	11/1/22	10/31/24	1	Mayor
		5	15.	Member	Christina Pizaña	11/1/23	10/31/25	1	City Council
			16.	Get Engaged	Ashley Ford	9/1/23	8/31/24	1	Mayor
			17.	Member	Jackson Cooper	5/1/22	4/30/24	1	City Council
			18.	Member	VACANT	11/1/23	10/31/25	1	Mayor
			19.	Member	VACANT	11/1/23	10/31/25	1	Commission
		3	20.	Member	Andrew Ashiofu	5/1/22	4/30/24	1	Commission
			21.	Member	VACANT	5/1/22	4/30/24	1	Commission

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													
Council													
Comm													
Total													

Key:

- *D List the corresponding *Diversity Chart* number (1 through 9)
 - **G List *gender*, M = Male, F= Female, T= Transgender, U= Unknown
 - RD Residential Council District number 1 through 7 or N/A
- Diversity information is self-identified and is voluntary.*



Legislation Text

File #: Appt 02756, **Version:** 1

Reappointment of Jan Hendrickson as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2027.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Jan Hendrickson		
Board/Commission Name: Pike Place Market Preservation and Development Authority		Position Title: Member
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:	Date Appointed: 12/18/2023	Term of Position: * 7/1/2023 to 6/30/2027 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood/Council District: Leschi/3	Zip Code: 98144	Contact Phone No.: [REDACTED]
Background: Recognized throughout her career for guiding organizations through periods of intensive change and growth in the areas of strategy, operational performance, fiscal rigor, resiliency, and people/culture development. Consistent history of P&L delivery and investor value creation. Key contributor at rapidly assessing current state of organizational maturity, talent, and infrastructure, and creating solutions to address critical gaps to support intelligent scaling and sustainable growth. Broad-based management background that includes CFO-level financial acumen and diverse best practices acquired from both private- and public-sector executive roles. Puget Sound Business Journal's "Woman of Influence". Extensive corporate governance experience includes multiple chair positions, serving through high growth phases, turnarounds, recapitalizations, a successful bankruptcy, five sales and two wind-downs. Audit Committee Financial Expert. Excels at vision and strategy development, attracting C-level talent, and building board-executive level decisions.		
Authorizing Signature (original signature): 		Appointing Signatory: Bruce A. Harrell Mayor

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

Jan Hendrickson

Executive Leader & Corporate Board Director

Recognized for guiding organizations through intensive change and growth. Executive leader of strategy, operational performance, fiscal rigor, and people/culture development. Key focus and competency - swiftly assessing current organizational maturity, talent, and infrastructure, and creating solutions to ensure intelligent scaling and sustainable growth. Broad-based management experience includes CFO-level financial acumen and diverse best practices acquired from both private- and public-sector executive roles. A *Puget Sound Business Journal* "Woman of Influence".

Corporate governance experience includes multiple chair positions, and serving through high growth phases, turnarounds, recapitalizations, a successful bankruptcy, five sales and two wind-downs. Qualified Financial Expert.

AREAS OF EXPERTISE

Corporate Governance	Fiscal Management	Culture Change & Transformation
Board Reporting & Communications	Capitalization & Fundraising	Team Recruitment & Development
Executive Leadership	P&L Ownership	Market Positioning / Branding
Strategy Development & Assessment	Business Planning & Modeling	Ecommerce & Digital Marketing
Operational Excellence	Scaling for High Growth	

PROFESSIONAL EXPERIENCE

CORPORATE BOARDS (Selected)

Various Locations: 2005-Present

Concurrent with corporate leadership roles, have held several board appointments. SEC qualified financial expert.

- **RED LION HOTELS (NYSE: RLH). Director, Member of Audit, Compensation, Transaction Committees, 2020-2021.** Leading franchiser of midscale and economy hotel brands in the U.S and Canada. Sold to Sonesta International Hotels, April 2021.
- **THE COMMERCE BANK OF WASHINGTON. Director, 2012-2015; 2019-Present.** Business bank serving Washington State, now under Zion Bancorporation (NASDAQ: ZION). Resigned 2015 upon joining U.S. Bancorp; reinstated August 2019.
- **VIRGINIA MASON HEALTH SYSTEM. Director, 2019-Present.** Governing Board over acute care and teaching hospitals, regional medical centers and Benaroya Research Institute serving Washington State. Consistently ranks one of the top hospital systems in the country. Merged into Virginia Mason Franciscan 2021; now director of residual VMHS fiduciary board.
- **BUTTER LONDON. Chairman, Founding Director & Investor, 2005-2018.** Privately Held. Prestige beauty brand sold via ecommerce sites and serving retailers such as Nordstrom, Ulta, Sephora. Launched company on \$3M raised from Seattle investors. Led successful 2008 turnaround from insolvency. Sold to Encore Consumer Capital 2014 for 200% return.
- **TOOSUM HEALTHY FOODS. Chairman, 2014-2017.** Privately Held. Develops and markets gluten free, low calorie snack foods sold in U.S. retail stores, via ecommerce sites, and in several international markets.
- **TC GLOBAL (SEC Registrant: TULLY'S COFFEE CORPORATION). Chairman, Chair of Governance, Executive, Member of Audit, 2009-2013.** Leading specialty coffee brand operating stores throughout Western U.S. and Asia. Governed company through four-month Chapter 11 reorganization. Sold to one of 7 bidders for 2x forecasted estimate.

CERES CHILL, Chief Operating Officer Seattle, WA: 2021-Present
Charged with scaling ecommerce consumer products brand in baby/breastfeeding space. Lead strategy development, financial management, operations, risk management, human resources and people development. Grew sales 100% in first year.

TOASTER LABS (dba PULSE), Chief Operating Officer Seattle, WA: 2019-2021
Charged with scaling ecommerce consumer products brand in personal care, including platform extension into new consumer markets. Led financial management, capital raising, marketing, customer acquisition, operations, distribution, team development. Brought marketing in-house and established KPIs and data driven protocols. Established inventory system and processes, fiscal management policies and practices among other accomplishments. Tripled KPIs and sales during first year.

ASCENT PRIVATE CAPITAL MANAGEMENT, Regional Managing Director Seattle, WA: 2015-2018
Recruited to manage a four-state region for division of U.S. Bank dedicated to providing high-touch investment management and family office services to ultra-high net-worth families (\$100M+).
Highlighted Impacts & Accomplishments

- Inherited turnaround situation, requiring replacement of most senior team members within an exceedingly personalized practice setting; successfully recruited top-tier professionals in the fields of law, trust, accounting, investments, financial planning, and wealth management to carry practice forward.
- Grew client base from 12 to 23 families (500 souls) with average of \$400M in net worth; achieved \$2B in total AUM, driving double-digit levels of revenue and income growth.
- Achieved superior client ratings following complete rebuilding of the PNW's senior team.

DENNY HILL CAPITAL, Managing Partner & Co-Founder Seattle, WA: 2002-2015
Co-founded seed-stage venture capital firm with consumer-focus investment strategy. Led deal flow, due diligence, investment decisions, portfolio management, fundraising, investor relations. Hands-on investor providing in-depth strategic development, executive coaching, fundraising for portfolio companies.
Highlighted Impacts & Accomplishments

- Managed portfolio of 19 companies, 13 exits totaling \$180M in valuation creation.
- Through extensive network and established market position, arranged \$50M+ in financings.
- Personally responsible for curating executive teams and board members at five portfolio companies
- Board Director seats: WideAngle Technologies, Reclaim (Observer), PhotoRocket, CleverSet, q-Pharma.

WIDEANGLE TECHNOLOGIES, CEO, 2014-2015 & Board Member, 2010-2015 Seattle, WA: 2010-2015
Assumed leadership of technology startup to pivot from initial business model to new social platform enabling users to aggregate, integrate, organize, curate, and store digital media.
Highlighted Impacts & Accomplishments

- Oversaw a successful rebrand and relaunch that attracted over 55M photos in 150 countries.
- Achieved top 1% of photo/video apps in the US Apple App Store.
- Brokered successful private sale of company, 2015.

SELECTED CONSULTING ASSIGNMENTS Seattle, WA & Boston, MA: 2000-2003
THE BOEING COMPANY (NYSE:BA). Evaluated market and financial feasibility for extended Boeing Commercial role in travel and tourism industry, resulting in 10-year strategic plan and 3-year business plan.

NEW BALANCE ATHLETIC SHOE COMPANY. Developed three-year business plan to integrate heritage brand (PF Flyers) with limited assets into existing corporate structure, resulting in successful new product launch.

SOUND TRANSIT, Chief Financial & Administrative Officer Seattle, WA: 1994-1999
Recruited as executive team member of complex \$5 billion construction and operating start-up. Served as lead advisor on all financial and operating policy matters to 18-member Board of elected officials.
Highlighted Impacts & Accomplishments

- A primary author and negotiator of the 1996 financing plan approved by the voters within Puget Sound's three county Sound Transit district to implement the first phase of a regional high-capacity transportation system.

- Coordinated organization's growth from start-up to construction and operating entity with \$600M in annual program expenditures. Recruited and built diverse management team (financing, accounting, grants, treasury, contracting, risk management, real estate, information technology, facilities management).
- Closed first revenue bond issue, \$350 million, at historically low interest rates, generating \$50 million in project savings. Received highest ratings in the nation ever assigned to a transit agency (Standard & Poor's - AA; Moody's - A1).
- Directed award of 372 contracts with total value of \$699 million. Led successful \$23 million negotiation to acquire and renovate Union Station for Sound Transit's headquarters.

PORT OF SEATTLE, Director of Finance & Administration

Seattle, WA: 1989-1994

Hired as Manager of Financial Planning & Analysis overseeing \$250M in financing for this high-profile public sector agency. Rapidly promoted to director-level role overseeing a major change process assigning profit responsibility by individual line of business. Additionally, responsible for market research, and government/media affairs.

Highlighted Impact & Accomplishments

- Directed Port's first formal business plan, resulting in enterprise-wide restructuring by line of business for both Seaport and Airport, as well as related reengineering of all financial reporting, accounting systems, budgeting, and capital allocation processes.
- Developed and led execution of annual Seaport business plan, \$70M operating budget and \$600M capital investment program. Evaluated financial performance and recommended series of new business measures, all of which were approved and adopted by Port of Seattle Commission.

Early career experience includes roles as a Research Specialist and Graduate-Level Teaching Assistant for Battelle Affairs Research Centers and the University of Washington, details available upon request.

COMMUNITY & CIVIC BOARDS (SELECTED)

PIKE PLACE MARKET PDA (PRESERVATION & DEVELOPMENT AUTHORITY), Mayoral Appointee, 2021-Present

WORLD TRADE CENTER SEATTLE, Board of Governors, 2009-Present

COMMUNITY DEVELOPMENT ROUNDTABLE, Greater Seattle Chamber of Commerce, 2011-Present

- Chair, 2014-2015

CHARLES & EMMA FRYE FREE PUBLIC ART MUSEUM, dba FRYE ART MUSEUM, 2000-Present

- Chair, 2004-2006; Treasurer, 2016-Present

VIRGINIA MASON FOUNDATION, 2014-2021

- Chair, 2020-2021; Chair, Major Gifts, 2016-2019

WOODLAND PARK ZOOLOGICAL SOCIETY, 2001-2012; Emeritus Director 2013-Present

- Chair, 2006-2008; Chair, Development Committee; Chair, Public Affairs Committee; Vice Chair; Immediate Past Chair; Chair, Jungle Party

WELLSPRING FAMILY SERVICES OF KING COUNTY, 1997-2003

- Chair, 2000-2001; Treasurer, 1998-2000; Chair, Finance Committee

CITY OF SEATTLE PUBLIC-PRIVATE PARTNERSHIP REVIEW PANEL, 2000-2001, Chair

- Developed policy adopted by Mayor and City Council to address City participation in financing partnerships with private parties

LEADERSHIP TOMORROW, 1997-2001

- Curriculum Board, 1998-2001; Class of 1997

EDUCATIONAL CREDENTIALS

MASTER OF PUBLIC ADMINISTRATION. UNIVERSITY OF WASHINGTON, Evans Schools of Public Affairs

BACHELOR OF ARTS. UNIVERSITY OF WASHINGTON

Additional executive and fiscal management coursework through the University of Washington, Michael G. Foster School of Business, and University of California, John E. Anderson Graduate School of Management.

Pike Place Market Preservation and Development Authority

September 2023

12 Members: Pursuant to RCW 35.21.730 and Seattle Municipal Code 3.110; all subject to City Council confirmation, 4-year terms:

- 4 Mayor-appointed
- 8 Other Appointing Authority-appointed (specify): (4) Constituency and (4) PDA Governing Council

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M	7	1.	Member	JJ McKay	7/1/22	6/30/26	2	Mayor
6	M	3	2.	Member	Paul Neal	7/1/21	6/30/25	2	Governing Council
6	M	7	3.	Member	Devin McComb	7/1/21	6/30/25	2	Mayor
6	M	7	4.	Member	Nick Setten	7/1/22	6/30/26	2	Constituency
6	M	6	5.	Member	Russell Monroe	7/1/21	6/30/25	1	Constituency
1	M	5	6.	Member	Ray Ishii	7/1/23	6/30/27	3	Governing Council
1	M	7	7.	Member	Gundeep Singh	7/1/20	6/30/24	1	Mayor
6	F	6	8.	Member	Margaret Norton-Arnold	7/1/22	6/30/26	1	Governing Council
6	M	7	9.	Member	Gordon McIntyre	7/1/20	6/30/24	1	Constituency
5	F	7	10.	Member	Gina Karaba	7/1/23	6/30/27	1	Constituency
6	F	N/A	11.	Member	Patrice Barrentine	7/1/20	6/30/24	3	Governing Council
6	F	3	12.	Member	Jan Hendrickson	7/1/23	6/30/27	2	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	3	2			1					3								
Gov. Council	2	1			1					3		1						
Other	3	1								4								
Total	8	4			2				1	10		1						

Key:

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



Legislation Text

File #: Appt 02825, **Version:** 1

Reappointment of Ray Ishii as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2027.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Ray Ishii		
Board/Commission Name: Pike Place Market Preservation and Development Authority		Position Title: Member
<input type="checkbox"/> Appointment <i>OR</i> <input checked="" type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: <i>Pike Place Market Constituency</i>	Date Appointed: 8/16/2023	Term of Position: * 7/1/2023 to 6/30/2027 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood/Council District: Mapleleaf/Council District #5	Zip Code: 98115	Contact Phone No.: [REDACTED]
Background: Ray Ishii is the owner of Ishii & Associates, LLC. Ishii is a CPA with over 30 years' finance, accounting, and management experience. Ishii provides tax and business consulting services to individuals, small businesses and non-profit organizations. Ishii has extensive experience assisting clients with tax planning and tax compliance issues, business planning, and strengthening accounting and internal control systems. As CFO of several non-profit organizations, Ishii has extensive senior management experience including strategic planning, systems development and complex project financing. Ishii has been an adjunct professor at Seattle University for over 15 years, teaching both undergraduate and graduate tax and accounting courses. In addition, Ishii has volunteered on the boards of several non-profit organizations, including the Pike Place Market PDA, Farestart, Urban League of Metropolitan Seattle and Wing Luke Museum. This reappointment represents Mr. Ishii's third term.		
Authorizing Signature (original signature): 		Appointing Signatory: Name Devin McComb Position PDA Council Chair

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

Ray Ishii, CPA
Ishii & Associates, LLC

Tax and Accounting:

- Extensive background in providing tax, accounting, and consulting services to individuals, small business owners and non-profit organizations. Clients have included public companies, small business, non-profit organizations, start-up business and individuals.
 - o Tax planning and compliance for individuals, partnerships, LLC's, S-corporations, trusts, estates and non-profit organizations with federal income taxes
 - o Assist taxpayers in working with the IRS
 - o Tax planning and compliance with federal, state and local taxes
 - o Work with management to improve internal controls and accounting systems
 - o Assist management with financial analysis, cash flow management and management of the accounting department
- Experience teaching graduate and undergraduate federal income tax, accounting, and auditing courses
- Experience in all aspects of community project financing using New Market Tax Credits and other public subsidies
- Over 15 years experience as Chief Financial Officer of non-profit organizations. Accomplishments include:
 - o Reorganizing the Finance/Accounting Department to provide more useful, accurate and timely information to managers and Board members. Implementation of internal control and risk management systems to improve reliability and integrity of the information and better protect the agency assets.
 - o Providing financial analysis and management leadership that resulted in increased cash flow and cash reserves; consistent and comprehensive financial reporting to grantors, investors and lenders; successful compliance with grant, equity and lending requirements; implementing inclusive budgeting processes for projects, programs and agencies; managing investor, lender and donor relationships;
 - o Completed the financing for two historic renovation projects that combined, provided over \$7 million of new equity and \$12 million of new or re-financed debt.
 - o Completed the refunding of tax-exempt bonds which will result in a savings of over \$1.2 million over the remaining life of the bonds.
 - o Developed a format for organizations to account for capital campaigns and other special projects.

Management and Strategic Planning:

- Flexible and adaptable manager of people, projects and organizations.
- Extensive experience assisting organizations in business and strategic planning, organizational development and board development. Proficiency in the planning and execution of major capital campaigns and capital projects.
- Over 35 years experience as a strategic advisor to small businesses and non-profit organizations as a CPA, senior executive, educator and volunteer board member.
- Experience in fund raising including special events, annual appeals and capital campaigns
- Values driven servant leader committed to the personal and professional growth of every team member. Skilled in staff development, board development, motivation, training and key personnel retention

PROFESSIONAL EXPERIENCE

Ishii & Associates, LLC

- Owner - 2010 to present

University of Washington Bothell

- Part-time Lecturer 2021 - present

Seattle University

- Adjunct Professor Albers Business School – 2002 to present

Seattle Chinatown International District Preservation and Development Authority

- Chief Financial Officer – 2005 to 2010

Wing Luke Asian Museum

- Director of Finance

Low Income Housing Institute

- Director of Finance

Ishii and Ishii, CPA LLP

- Managing Partner

Asian Counseling and Referral Service

- Deputy Director and Director of Finance

William J. Ishii, CPA

- Manager

Laventhol and Horwath

- Audit Senior

Jesuit Volunteer Corp

- Volunteer in Coeur d'Alene, Idaho
-

EDUCATION:

Bachelor of Arts - Accounting Washington State University, Pullman, Washington, 1984

PROFESSIONAL ACTIVITIES

Member, Washington State Society of Certified Public Accountants – 1986 – present

Member, American Institute of Certified Public Accountants – 1986 – present

SELECT VOLUNTEER ACTIVITIES

- Pike Place Market Preservation and Development Authority – Chair, Finance and Asset Management Committee and Board member 2015 – present
- ArtsFund – Instructor in Board Leadership Training Program 2018 - 2022
- Urban League of Metropolitan Seattle, Board member and Treasurer 2015 - 2018
- ArtsFund Finance Committee, 2014 – 2019
- Potlatch Fund Finance Committee, 2012 – 2016
- Advisory Board, Community Funding Group, 2008 – 2015
- International Examiner Board member, 2010 - 2012
- FareStart Finance Committee, 1999 – 2012
- FareStart - Former Board member and Treasurer, 2000 - 2009
- Wing Luke Asian Museum – Former Board member
- Seattle Chapter Japanese American Citizens League – Past-president, Treasurer and Board member
- St. Therese Homeless Shelter Program – Volunteer
- St. Martin DePorres Homeless Shelter - Volunteer

Pike Place Market Preservation and Development Authority

September 2023

12 Members: Pursuant to *RCW 35.21.730 and Seattle Municipal Code 3.110; all subject to City Council confirmation, 4-year terms:*

- **4** Mayor-appointed
- 8** Other Appointing Authority-appointed (specify): (4) Constituency and (4) PDA Governing Council

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M	7	1.	Member	JJ McKay	7/1/22	6/30/26	2	Mayor
6	M	3	2.	Member	Paul Neal	7/1/21	6/30/25	2	Governing Council
6	M	7	3.	Member	Devin McComb	7/1/21	6/30/25	2	Mayor
6	M	7	4.	Member	Nick Setten	7/1/22	6/30/26	2	Constituency
6	M	6	5.	Member	Russell Monroe	7/1/21	6/30/25	1	Constituency
1	M	5	6.	Member	Ray Ishii	7/1/23	6/30/27	3	Governing Council
1	M	7	7.	Member	Gundeep Singh	7/1/20	6/30/24	1	Mayor
6	F	6	8.	Member	Margaret Norton-Arnold	7/1/22	6/30/26	1	Governing Council
6	M	7	9.	Member	Gordon McIntyre	7/1/20	6/30/24	1	Constituency
5	F	7	10.	Member	Gina Karaba	7/1/23	6/30/27	1	Constituency
6	F	N/A	11.	Member	Patrice Barrentine	7/1/20	6/30/24	3	Governing Council
6	F	3	12.	Member	Jan Hendrickson	7/1/23	6/30/27	2	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	3	2			1					3								
Gov. Council	2	1			1					3		1						
Other	3	1								4								
Total	8	4			2				1	10		1						

Key:

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



Legislation Text

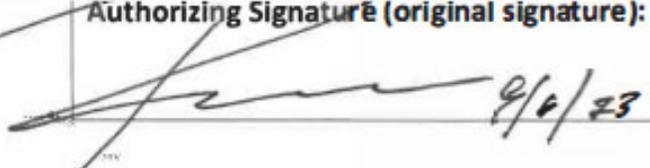
File #: Appt 02826, **Version:** 1

Appointment of Gina Karaba as member, Pike Place Market Preservation and Development Authority Governing Council, for a term to June 30, 2027.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Gina Karaba</i>		
Board/Commission Name: Pike Place Market Preservation and Development Authority		Position Title: Member
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> Council <input type="checkbox"/> Mayor <input checked="" type="checkbox"/> Other: <i>Pike Place Market</i> <i>Constituency</i>	Date Appointed: 8/15/2023	Term of Position: * 7/1/2023 to 6/30/2027 <input checked="" type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood/Council District: 7	Zip Code: 98106	Contact Phone No.: [REDACTED]
Background: Gina Karaba has been an artist at Pike Place Market since 2006 with a diverse professional background and active in neighborhood council and in city projects. She has a MFA in Glass Sculpture and Technology/Ceramics and Metals from Rochester Institute of Technology/School for American Craft and a BFA in Ceramics and Glass from Cal State Fullerton. She brings a unique perspective as a vendor at the Market and has been active in the Master Plan process in its outreach phase. She has worked with the Constituency for a number of years and has volunteered her time in various community organizations.		
Authorizing Signature (original signature):  8/6/23		Appointing Signatory: Name: <i>Bob Braun</i> Position: <i>Constituency Vice Chair</i>

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

GINA KARABA

CONTACT

I am an artist/permit holder working at the Pike Place Market since 2006. I have worked as an auto mechanic, welder, heavy equipment builder, painter/muralist, carpenter, caretaker, and interior designer. I have run fundraising events for school departments and for individuals. I am active in my neighborhood council and in city projects like the West Seattle Light Rail Expansion.

I have had a lot of experience with our market and the inner workings of our unique community.

I have volunteered my time for many projects within the market, including time as a stakeholder in the Waterfront expansion that required monthly meetings, debating subjects ranging from accessibility, funding and design, to practical issues like storage and weather mitigation.

I have taken part in artist demos at the Market for many years.

I have been a very active presence at almost every 50 year plan/ BERK meeting and have put forth many suggestions and outlined areas of concern. I have been a part of the constituency for many years, (with a lapse while I tended to a family member who was in a severe car accident).

I am excited to be a part of the process, and hope to make an impact that will support and engage our members!

GINA KARABA



I am passionate about promoting the Market and our wonderful community. I am excited to work with the council during such an important time for the development and future of the Market. I am proactive and forward-thinking with an eye for identifying issues and devising improvements. I am honored to be a part of the evolving guidance for the benefit of everyone at the market.

EXPERIENCE

Attendance and Involvement for BERK 50 year plan, Jan 2022- current
Attendance at numerous PDA council meetings, 2021-current
Karaba Glass Art. Owner operator Jan 2000 – current
Stakeholders Committee/ Waterfront Expansion Jan 2002-Sept 2006

EDUCATION

MFA Glass Sculpture and Technology/Ceramics and Metals 2000
Rochester Institute of Technology/ School for American Craft, Rochester
NY

BFA Ceramics and Glass 1997
Cal State Fullerton, Fullerton CA
*Dean's List 1994-1997

SKILLS

- Troubleshooting
 - Engineering
 - Recognizing problem areas for marketing
 - Recognizing problem areas for accessibility
 - Understanding needs of permit holders
 - Desire to promote market and its unique community
-

Pike Place Market Preservation and Development Authority

September 2023

12 Members: Pursuant to RCW 35.21.730 and Seattle Municipal Code 3.110; all subject to City Council confirmation, 4-year terms:

- 4 Mayor-appointed
- 8 Other Appointing Authority-appointed (specify): (4) Constituency and (4) PDA Governing Council

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M	7	1.	Member	JJ McKay	7/1/22	6/30/26	2	Mayor
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6	M	7	3.	Member	Devin McComb	7/1/21	6/30/25	2	Mayor
6	M	7	4.	Member	Nick Setten	7/1/22	6/30/26	2	Constituency
6	M	6	5.	Member	Russell Monroe	7/1/21	6/30/25	1	Constituency
1	M	5	6.	Member	Ray Ishii	7/1/23	6/30/27	3	Governing Council
1	M	7	7.	Member	Gundeep Singh	7/1/20	6/30/24	1	Mayor
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6	M	7	9.	Member	Gordon McIntyre	7/1/20	6/30/24	1	Constituency
5	F	7	10.	Member	Gina Karaba	7/1/23	6/30/27	1	Constituency
6	F	N/A	11.	Member	Patrice Barrentine	7/1/20	6/30/24	3	Governing Council
6	F	3	12.	Member	Jan Hendrickson	7/1/23	6/30/27	2	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	3	2			1					3										
Gov. Council	2	1			1					3		1								
Other	3	1								4										
Total	8	4			2				1	10		1								

Key:

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 - RD Residential Council District number 1 through 7 or N/A
- Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 02865, **Version:** 1

Appointment of Ryan Baum as member, Board of Parks and Recreation Commissioners, for a term to March 31, 2027.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Ryan Baum		
Board/Commission Name: Board of Parks and Recreation Commissioners		Position Title: At-Large Position 1
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 4/1/2024 to 3/31/2027 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: Fairmount Park	Zip Code: 98126	Contact Phone No.: [REDACTED]
<p>Background: Ryan Baum, an 18-year West Seattle resident, brings a diverse breadth of personal and professional experience to the Board of Parks and Recreation Commissioners. With degrees in Public Policy and Environmental Studies from Princeton University and an MBA from Duke University, Baum appreciates the imperatives of stewarding our parks and open spaces, and understands the political and economic pressures that face the City and Department.</p> <p>As a senior manager with Amazon, Baum has led progressively larger teams in multi-year complex projects, including developing key performance indicators (KPIs) for Amazon Alexa. Baum keeps equity as a foundational principle in his work, and is passionate about equitable access to recreation opportunities, as well. As an avid cyclist, skier, hiker, and fisher, Baum takes advantage of many of the resources of Seattle Parks and Recreation. As a Board member, he aims to improve how SPR leverages its assets while improving public access and understanding of the city's offerings.</p> <p>Baum is also active on the Fairmount Park Parent Teacher Association Board.</p>		
Authorizing Signature (original signature):  Date Signed (appointed): 4/16/2024		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.

RYAN BAUM

SUMMARY OF QUALIFICATIONS

Innovative multi-functional leader specializing in product strategy, ecommerce systems, customer analytics, and membership program offerings. Over 20 years of defining and implementing strategic initiatives at top retail and consumer companies. Skilled at building high performing product, marketing, analytics, and technical teams.

EXPERIENCE

2009-current **AMAZON.COM**, Seattle WA

Sr. Manager, Alexa Identity (Jan 2021 – current)

Product and analytics leader for Alexa-wide personalization effort across consumer, enterprise, and developer use cases. Defined success criteria for personalization improvement, drove alignment across 20+ teams on roadmaps, and established ongoing tracking and ideation mechanisms. Responsible for the roadmap of a 100 person engineering team focused on profile enrollment/management, biometrics based user recognition, and patterns for how individual user data are used to adapt Alexa responses. Direct manager of a 12 member product and BI team. Amazon hiring assessor (Bar Raiser) with 1200+ interviews.

Sr. Manager, Cross-Channel Marketing Products and Technology (Dec 2019 – Dec 2020)

Leader of a 60 person product, engineering, and program management organization developing new marketing functionality to drive longitudinal shifts in customer behavior and perceptions across customer segments and diverse business objectives. Built and owned tools for automated content generation, targeting, ML models predicting relevance, dynamic content rendering, and measurement. Defined vision and assembled organization from five separate teams across four geographies.

Sr. Manager, Sub-Segment Experiences (Aug 2018 – Dec 2019)

Head of 30 person product, marketing, and software team building experiences and functionality for underserved consumer segments. Launched examples include Amazon Teen and Textures & Hues (black/multi-cultural hair care).

Sr. Manager, Households and Teens (Jul 2016 – Aug 2018)

Led marketing, design, and product organization developing multi-user shared family shopping functionality. Recruited business and engineering team to solve shared purchasing and notification flows across multiple accounts.

Sr. Manager, Alexa Mobile (Aug 2015 – Jun 2016)

Product leader for Alexa mobile experience, account settings, accessibility, and notifications. Launched Alexa Skills rating and reviews. Established vision for next generation of Alexa App. Developed Alexa OS notifications framework. Built in-app functionality for Echo Dot and Echo Show devices. Crafted roadmap and resource plan for first Alexa accessibility initiative.

Sr. Manager, Prime Member Engagement and Retention (Apr 2014 – Aug 2015)

Global leader for a 10 person Prime member retention product and marketing team. Responsible for retention vision across eight locales, lifecycle member marketing, retention workflows, customer service policy, and fraud. Contributed to 10x membership growth over five years by increasing retention rates by 30%. Created product vision for Prime Day and led CEO review to get approval to launch. Built out four sub-teams and spun off three leading to growth opportunities for new leaders.

Manager, Prime Digital Adoption (Sep 2012 – Mar 2014)

Created an 8 person business and software development team driving usage of Amazon Prime's digital benefits. Grew usage of video by over 400% in one year building cross-site messaging placements and targeting approach. Defined vision, built project roadmap, and aligned goals across internal partner teams. Approach to adoption was used for future benefit launches.

Manager, Reporting and Analytics – Amazon Prime and Delivery Experience (Aug 2011 – Aug 2012)

Responsible for analytics, data infrastructure and metrics for Prime and shipping programs globally. Managed statisticians and data engineers focused on dashboarding, targeting, optimization, and customer profitability. Created automated statistical modeling process for member retention lift used across Amazon for measuring membership gain from new benefits.

Sr. Marketing Manager, Amazon Prime Retention (Nov 2009 – Jul 2011)

Managed retention across six locales including renewal messaging, charge logic, customer service experience, membership forecasting, market research, offer testing, and email communications. Developed usage-based metrics. Expanded Prime to additional benefits (Instant Videos & Reading), geographies (Italy & Spain), and segments (Mom & Student).

2006-2009 **STARBUCKS COFFEE COMPANY**, Seattle WA

Category Manager, Brand Loyalty (Jan 2008 – Oct 2009)

Launched innovative stored value card based loyalty program accounting for \$750MM in annual member spend in first year. Managed \$7MM marketing budget, three direct reports, 40-person cross-functional team and outsourced offshore analytics team. Responsible for program strategy, promotions, analytics and program financials. Launched company's first loyalty program from concept to national rollout in six weeks. Signed up over two million paid members in the first year while increasing customer spend and brand affinity. Drove 20% increases in spend and improved brand affinity in face of negative 8-10% overall retail store comps. Defined value proposition and financial impact of next generation program (My Starbucks Rewards). Crafted transition plan to reduce cost, increase membership and maintain customer satisfaction. Directed technical team for loyalty systems and POS integration and negotiated multi-year technology agreement reducing per-transaction cost.

Manager, Global Strategy (Jul 2006 – Dec 2007)

Led business unit leadership teams through annual planning and projects such as pricing, profit optimization, and real estate strategy. Promoted to manager in 18 months. Defined customer value proposition and drove pricing assessment that resulted in launch of new loyalty program. Partnered with store operations, finance and technical teams to achieve \$8MM retail profit savings improvement that increased employee satisfaction without impacting customer experience. Simultaneously guided three year strategic planning process for Supply Chain and Entertainment groups. New hire onboarding facilitator.

Summer 2005 **MILLER BREWING COMPANY**, Milwaukee WI

Brand Management Intern, Jacob Leinenkugel Brewing Company

Directed market research for new flavors resulting in national launch of a line extension (Summer Shandy). Developed pricing and distribution strategy leading to profit-increasing regional SKU optimization of previous line extensions.

2002-2004 **CARMAX**, Richmond, VA

Senior Analyst, Operations and Strategy

Analytical lead for strategic projects, competitive benchmarking, investor relations, and vehicle repair for used-vehicle retailer. Developed processes, metrics, and training for quality initiative that decreased cost and increased intent to recommend and repurchase. Designed a performance management tool leading to \$20MM annual procurement saving. Created a new-to-industry service compensation plan by incentivizing consultants on customer experience.

2000-2002 **THE BOSTON CONSULTING GROUP**, Chicago, IL

Member of consulting teams working on Fortune 500 senior leadership engagements. Projects included \$100MM new market opportunity for a \$4B specialty materials client, turnaround strategy for direct mail division of \$6B printer, and standardizing global upward feedback process across 40 BCG offices.

EDUCATION

DUKE UNIVERSITY, Fuqua School of Business, Durham, NC

Master of Business Administration, May 2006. Marketing emphasis. Merit scholarship recipient. Dean's list honors.

PRINCETON UNIVERSITY, Princeton, NJ

A.B. Woodrow Wilson School of Public and International Affairs, May 2000. Cum laude. Environmental Studies Certificate.

OTHER

Flying Bike Cooperative Brewery Founding Member and investor in WA state's first co-operative brewery.

Princeton Club of Western Washington – President 2015-17, VP 2013-15, Alumni Interviewing Chair – 2010-18.

Other interests include Nordic Skiing, Cycling, Fly Fishing, Hiking, and Home Brewing.

BOARD OF PARKS AND RECREATION COMMISSIONERS

15 Members: Pursuant to *Ordinance 126325*, all members subject to City Council confirmation, 3-year terms:

- 7 City Council-appointed
- 8 Mayor-appointed
- # Other Appointing Authority-appointed (specify):

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M	1	1.	At-Large	Ryan Baum	4/1/24	3/31/27	1	Mayor
6	M	6	2.	At-Large	Joshua Seyfried	2/21/23	3/31/25	1	Mayor
6	M	4	3.	At-Large	Steve Lerer	4/1/24	3/31/27	1	Mayor
3	M	3	4.	At-Large	Pasqual Contreras	2/21/23	3/31/26	1	Mayor
6	F	3	5.	Get Engaged	Lauren Lanham	9/1/23	8/31/24	1	Mayor
2	F	4	6.	Commission Seat	Tricia Diamond	4/1/24	3/31/27	1	Mayor
1	M	7	7.	Commission Seat	Phillip Meng	9/26/23	8/31/26	1	Mayor
1	F	4	8.	Commission Seat	Whitney Nakamura	4/1/24	3/31/27	1	Mayor
7	M	1	9.	City Council Dist. 1	Justin P. Umagat	4/1/24	3/31/27	2	City Council
			10.	City Council Dist. 2	Vacant				City Council
6	M	3	11.	City Council Dist. 3	John A. Flinn	4/1/24	3/31/27	1	City Council
			12.	City Council Dist. 4	Vacant	4/1/24	3/31/27		City Council
			13.	City Council Dist. 5	Vacant				City Council
6	F	6	14.	City Council Dist. 6	Amy Brockhaus	4/1/22	3/31/25	1	City Council
2	M	7	15.	City Council Dist. 7	Stafford Mays	4/1/22	3/31/25	1	City Council

SELF-IDENTIFIED DIVERSITY CHART

					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	3	0	0	2	1	1	0	0	4	0	0	0
Council	3	2	0	0	0	1	0	0	0	3	1	0	0
Other													
Total	8	5	0	0	2	2	1	0	0	7	1	0	0

Key:

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



Legislation Text

File #: Appt 02866, **Version:** 1

Appointment of Tricia Diamond as member, Board of Parks and Recreation Commissioners, for a term to March 31, 2027.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Tricia Diamond</i>		
Board/Commission Name: <i>Board of Parks and Recreation Commissioners</i>		Position Title: <i>Boards & Commissions Seat 6</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 4/1/2024 to 3/31/2027 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: Roosevelt	Zip Code: 98115	Contact Phone No.: [REDACTED]
<p>Background: Tricia Diamond brings an incredibly diverse breadth of experience to bear on the Board of Parks and Recreation Commissioners. In her professional career, she has worked tirelessly in public education as a teacher, administrator, and consultant, at every level from elementary to post-secondary. As an administrator and project manager with King County International Airport/Boeing Field, Diamond managed the airport’s DEI programs as well as other long-term planning projects, and now works in project management and systems analysis with King County’s Department of Adult and Juvenile Detention, continuing to work for improved outcomes of the criminal justice system.</p> <p>A speaker of four languages, Diamond holds advanced degrees in education and aerospace engineering. Wherever she has gone, from the six years teaching in the Netherlands to Seattle, she has sought out and been selected for community leadership positions. In 2019, she was selected to Mayor Durkan’s Council for African American Elders; she has also served on the Seattle Human Rights Commission and as President of the American Society for Public Administration.</p> <p>If appointed to the Board of Parks and Recreation Commissioners, Diamond looks forward to leveraging her experiences to ensuring equal representation for all Seattleites.</p>		
Authorizing Signature (original signature):  Date Signed (appointed): 4/16/2024		Appointing Signatory: <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.

Career Overview

- 14 years: International Educator & Public Speaker on Issues of Diversity and Equity and STEAM (Science, Technology, Engineering, Arts and Math)
- Conducted Workshops for English/Foreign Language Teachers, University of Leiden, the Netherlands
 - Multilingual: English, Dutch, Afrikaans and Hausa
- Public Speaker on Equity/Diversity: Washington Association of Bilingual Educators (April 2013 and April 2014); White Privilege Conference (April 2013), Martinez Foundation (May 2013), Central Washington University (Different Ways of Knowing, October 2013)
- Graduate degrees in educational administration and aerospace engineering, undergraduate degrees and study in mathematics, English, and aerospace engineering
- 10+ Community engagement experience
- Past President, Evergreen Chapter of the American Society for Public Administration (2-year term)
- Seattle Mayor Durkin's Appointee – Mayor's Council for African American Elders

Education: Bachelor of Aerospace Engineering Equivalent (1989); Bachelor of Arts Degree, English and Mathematics 2002 (equiv. 4.0 GPA); Master of Education, Educational Administration with Washington State Principal Specialization, Seattle University, 2014 (3.93 GPA); Doctor of Philosophy, Aerospace Engineering, University of Kansas (2016); Doctoral Studies in Educational Leadership, Xavier University of Louisiana.

Certification/Credentials: Administrative- Principal- Washington (460825C), Administrator (California and Oregon), Educational Leadership (Florida)

PROFESSIONAL EXPERIENCE

King County (2017 to present) - Department of Adult and Juvenile Detention (DAJD), 2020-present, Program Manager IV

- Conducts complex quantitative analysis and modeling for criminal justice projects related to the work of the department. Occasionally directs the development of projects, or the work of other staff in support of complex, department-wide initiatives. Research, develop, implement, and evaluate projects and programs to improve the overall operation of the department and the larger criminal justice system;
- Design data gathering instruments, collect and analyze data, prepare and provide quality assurance in reports, contracts and billing to inform departmental and criminal justice committees and work groups regarding strategic initiatives and for budget purposes;
- Facilitate teams developing innovative strategies to improve outcomes of the criminal justice systems;
- Review and manage data requests from outside agencies and determine best solutions with IT and other participants;
- Provide business expertise related to business rules for data entry and data management to support analytical and operational needs;
- Develop business requirements for inmate data system modifications and enhancements; develop, utilize and track test plans for complex data system modifications; manage system modification projects through implementation requiring a comprehensive and detailed understanding of system data and data relationships;
- Develop and modify reports in response to operational needs of all divisions;
- Draft and update technical documentation and user manuals of department systems and applications;

- Participate in criminal justice systems/applications work groups to better understand system-wide data and share information;
- Direct the development of departmental negotiating positions, implementation procedures, and monitoring mechanisms for complex jail contracts, agreements, and memoranda of understanding;
- Examine and provide departmental management with expert advice regarding department and system wide impacts, including budgetary impacts from changes in policy and practice.
- Develop and monitor performance measures for agreements;
- Represent the Department on various criminal justice and intergovernmental committees and contract negotiations; and
- Respond to a variety of policy-related research questions from all three branches of local government, while clearly articulating analytical findings, issues and alternatives in written and oral communications.

King County - International Airport/Boeing Field, 2017-2020 Admin IV

- Assisting and advising the Airport's Leadership Team with planning and managing the organization's strategic and long-range goals. Conducting organizational reviews to identify strengths, weaknesses, and opportunities and to evaluate operational effectiveness;
- Securing engagement and involvement, purpose and target setting, analyze and generate options, and executing and monitoring results of strategic initiative projects;
- Managing Airport's line of business planning projects, including facilitating multi-disciplinary project team, performing complex technical analysis, and producing project deliverables. Coordinate integration of plan recommendations with budget and operating decisions and develop information for policymakers;
- Facilitating design, development, and integration of performance management and strategic planning framework and tools into business processes and division work units. Training staff on in performance management/measurement. Developing and enhancing the division's visual management systems to connect operational performance measures to meaningful outcomes and strategic goals;
- Managing the Airport's Lean process improvement, employee engagement, Equity and Social Justice, and performance measures programs, including collaboration with managers and staff from all sections of the organization;
- Representing the division at interagency committees, meetings, task forces, and to the public, providing information and advice regarding project issues; soliciting input and presenting the division's point of view with the goal of obtaining acceptance of division objectives;
- Serving as a resource to division staff/supervisors and assist with problem solving on complex projects and programs;
- Managing special projects for the division director, deputy director and executive leadership team as needed and assist division management with response to County Council or Executive Office requests. The projects include: King County's Equity and Social Justice Initiative, Strategic Climate Action Plan (SCAP), Green Buildings Ordinance, and King County Aerospace Alliance;
- Developing program/policy issue papers and recommendations related to the Equity and Social Justice, Strategic Climate Action Plan, Green Buildings and King County Aerospace Alliance;
- Developing curriculum and tour programming supporting Middle School STEM and career connections for King County Aerospace Alliance;
- Preparing presentations for senior county managers and elected officials;
- Preparing and conducting training and outreach policies and programs.

Diamond Educational Consultants, 2008 - present

STEM, cultural competency and educational equity consultancy offering professional development, curriculum design and learner advisory.

- Facilitate and evaluate programs to meet established objectives;
- Develop and implement evaluation strategies that measure training's effectiveness;
- Cultivate participant relationships by delivering personalized service;
- Develop and deliver on-line courses (science, technology, engineering, math and foreign languages);
- Support families in identifying educational opportunities for high school and college students internationally;
- <https://www.theguardian.com/world/2020/mar/18/coronavirus-volunteering-food-delivery-seattlewashington>

Seattle Public Schools, 2014-2016

Bilingual Secondary Teacher (2015-2016 AY), Rainier Beach High School (Intro to Physical Science, Algebra 1 and Health Teacher) & SEA Union representative, Substitute Teacher, Seattle Public Schools (2014-2015 Academic Year)

School site: Orca K-8, Middle School Language Arts/ Journalism / Yearbook Teacher (Long Term)

Central Washington University, 2013-2014

Adjunct Faculty: Educating Linguistically Diverse Students

- Instructional delivery on educating linguistically diverse students (collegiate level)

Highline School District, 2012-2014

Practicum/Administrative Intern/Principal Designee, Madrona Elementary K-6 (2013-2014

School Year); Sylvester Middle School 7-8 (2012-2013 School Year): Educational Assistant, (2013-2014 Academic Year –

Spring Semester) ELL and World Language Specialist, (2012-2013 Academic Year)

- K-8 professional development including social justice and standards-based grading, K-6 staff meetings, K-8 collaboration facilitating, school-wide assembly planning and presenting
- School Improvement Plan redesign and implementation
- Response to Intervention including training, researching, planning, and implementation
- Classroom Based Assessment coordination and entering i-grants
- Collaboration with School Resource Office
- School-wide discipline implementation, evacuation drills, hallway and lunchroom supervision, & lock downs.
- Participation on PBIS team and MDT to support at risk students, upholding confidentiality, while developing individualized plans, as well as referrals.
- Continued to mentor teachers in classroom practices which ensure equity in discipline, as well as embracing diversity
- Mentored staff and faculty, conducting professional development workshops and assisting teachers in developing support systems for ELL students.
- Coordinated World Language Credit by Proficiency Program throughout the district. Program offers the opportunity for assessment for any language towards receiving high school credit.

Kent School District, 2011-2012; Lake Washington School District, 2009-2012

Long Term Substitute, Meeker Middle School, Kent School District (2011-2012 Academic Year) and Seattle Lutheran /

Substitute Teacher, Lake Washington School District. (2009-2012)

- Full-time Teacher, English Language Learners (2 sections) and Mathematics (1 section)
- English & Language Arts, Kirkland Jr. High, Seattle Lutheran (10th and 12th Grade: Specifically, British and World Literature); Geometry & Algebra, Evergreen Jr. High; Health, Redmond High; Music (Strings), Eastlake; Special Ed (English & Math K-6, Grade 4, Librarian), Margaret Mead Elementary.

The Netherlands - Educator, 2002-2008

Secondary School Teacher, the Netherlands. (2002-2008 Academic Years)

- Worked at three schools, some were concurrent, taught US equivalent Grades 7 - 12+ (first year college).
- Taught: Secondary Curriculum English (Pre-Vocational through Pre-university Level); Secondary Curriculum Mathematics (Pre-algebra, Algebra, Geometry; Religious Education (Secondary Curriculum).
- Member of the National Foreign Language Teacher's Union wrote articles that effected policy change with a shift towards Country/Regional English instead of the Queen's English as a standard.
- Prepared students for Cambridge Advanced English examinations.
- Coordinated international projects with schools in the United States, England, Spain and Canada.
- Worked with moderate to special needs students affected by dyslexia, ADHD and other challenging behavior.

References

Christopher Miller, Principal



Stephanie MacLachlan



Harold Tanaguchi

Former Director of Transportation at King County



Charity Catalfomo

Former Deputy Director of King County International Airport
King County



BOARD OF PARKS AND RECREATION COMMISSIONERS

15 Members: Pursuant to *Ordinance 126325*, all members subject to City Council confirmation, 3-year terms:

- 7 City Council-appointed
- 8 Mayor-appointed
- # Other Appointing Authority-appointed (specify):

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M	1	1.	At-Large	Ryan Baum	4/1/24	3/31/27	1	Mayor
6	M	6	2.	At-Large	Joshua Seyfried	2/21/23	3/31/25	1	Mayor
6	M	4	3.	At-Large	Steve Lerer	4/1/24	3/31/27	1	Mayor
3	M	3	4.	At-Large	Pasqual Contreras	2/21/23	3/31/26	1	Mayor
6	F	3	5.	Get Engaged	Lauren Lanham	9/1/23	8/31/24	1	Mayor
2	F	4	6.	Commission Seat	Tricia Diamond	4/1/24	3/31/27	1	Mayor
1	M	7	7.	Commission Seat	Phillip Meng	9/26/23	8/31/26	1	Mayor
1	F	4	8.	Commission Seat	Whitney Nakamura	4/1/24	3/31/27	1	Mayor
7	M	1	9.	City Council Dist. 1	Justin P. Umagat	4/1/24	3/31/27	2	City Council
			10.	City Council Dist. 2	Vacant				City Council
6	M	3	11.	City Council Dist. 3	John A. Flinn	4/1/24	3/31/27	1	City Council
			12.	City Council Dist. 4	Vacant	4/1/24	3/31/27		City Council
			13.	City Council Dist. 5	Vacant				City Council
6	F	6	14.	City Council Dist. 6	Amy Brockhaus	4/1/22	3/31/25	1	City Council
2	M	7	15.	City Council Dist. 7	Stafford Mays	4/1/22	3/31/25	1	City Council

SELF-IDENTIFIED DIVERSITY CHART

					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	3	0	0	2	1	1	0	0	4	0	0	0
Council	3	2	0	0	0	1	0	0	0	3	1	0	0
Other													
Total	8	5	0	0	2	2	1	0	0	7	1	0	0

Key:

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

File #: Appt 02867, **Version:** 1

Appointment of Steve Lerer as member, Board of Parks and Recreation Commissioners, for a term to March 31, 2027.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Steve Lerer		
Board/Commission Name: Board of Parks and Recreation Commissioners		Position Title: At-Large Position 3
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 4/1/2024 to 3/31/2027 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: Ravenna	Zip Code: 98115	Contact Phone No.: [REDACTED]
<p>Background: Steven Lerer is a tireless advocate on behalf of his community, his young family, and parks and recreation opportunities. An avid cyclist, Lerer served on the Merced (CA) Bicycle Advisory Commission, and helped update the bicycle municipal code with an eye towards greater equity for low-income residents. Since moving to Seattle five years ago, Lerer has sought out community engagement through the local Parent Teacher Association and leadership on his children’s afterschool program. If appointed to the Board of Parks and Recreation Commissioners, Lerer aims to support the work of providing quality parks and recreation experiences to all Seattle residents.</p> <p>Lerer holds a Ph.D. in Education and Human Resource Studies. Prior to his move to Seattle, he worked primarily in university student life and housing; he now heads the national leadership development program and curriculum for Kaiser Permanente, and manages a portfolio of private consulting clients from the healthcare, higher education, and non-profit sectors.</p>		
Authorizing Signature (original signature):  Date Signed (appointed): 4/16/2024	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.

Dr. Steve Lerer

Learning and Leadership Development Expert

High-performing, versatile, innovative, self-directed professional with leadership acumen and a diverse range of seasoned learning, change, and organizational management experience in the healthcare industry and at institutions of higher education seeks to bring strong skills and performance to a respected organization. Excels in establishing training programs, best practices, management strategies, operational metrics, and KPIs that drive efficiencies for the business.

AREAS OF EXPERTISE

- Leadership Development
- Training Programs
- Performance Management
- Strengths-Based Programs
- Program Management
- Organizational Development
- Leadership Coaching
- Change Management
- Instructional Design

PROFESSIONAL EXPERIENCE

KAISER PERMANENTE, Seattle, WA

3/2022 to Present

Lead HR Strategy Design Consultant, National Leadership Development

Leads a portfolio of work within the Kaiser Permanente Leadership University, the leadership development curriculum serving the 250K person enterprise. Manages the new manager onboarding program and leads the design of a first-year experience for all new managers. Coordinates the end-to-end implementation of the 5-month-long front-line leader program including leading a team of designers and facilitators from across the enterprise. Leads the design and implementation team for a new high potential sponsorship program. Serves as a 360 coach for the high potential Senior Leadership Program.

KAISER PERMANENTE, Seattle, WA

12/2018 to 3/2022

Senior HR Strategy Design Consultant, Washington Region

Led learning and leadership development for the Washington region. Developed and implemented a learning and development strategy to grow current people leaders and create educational pathways for emerging leaders. Managed all Kaiser Permanente Leadership University programs regionally and served as a national facilitator. Designed and facilitated team retreats to increase organizational effectiveness and communication. Served as a coach for leaders from entry-level managers through C-suite executives and administered 360 evaluations across the enterprise.

- Rapidly pivoted leadership programs into virtual platforms to support the development of newly remote leaders.
- Designed and implemented an award-winning 12-month onboarding and training strategy for new managers.
- Facilitated 1000+ hours of training and coaching and over 100 team retreats across the Kaiser Permanente enterprise.
- Implemented a strengths-based leadership strategy using the CliftonStrengths and Leadership Circle 360 assessments.

STEVE LERER COACHING, Seattle, WA

1/2018 to Present

Founder & Consultant

Leads coaching and consulting business developing strategies and tools to improve staff engagement, talent development, and well-being for large companies and non-profit organizations. Scope of engagements include large-scale company-wide programs as well as development programs for individual executives and administrators.

- Facilitated half and full-day workshops supplemented with one-on-one talent development coaching.
- Provided strengths-based training and coaching for clients in one-on-one, team, and management sessions.
- Includes clients from the healthcare, higher education, and non-profit sectors.

UNIVERSITY OF CALIFORNIA MERCED, Merced, CA

6/2017 to 10/2018

Associate Director, Office of Leadership, Service & Career

Partnered to form a new focused unit that integrated three major centers on campus. Responsible for strategic planning, community partnerships, directing the Leadership Center, and supervision of 12 employees and 50 elected leaders.

- Designed 30 hours of leadership curriculum and created 4, semester-long experiences approved for academic credit.
- Served as talent coach for the university, performing 100+ hrs of staff and manager talent development coaching.
- Responsible for tracking and managing department and program budgets of over \$1M.

Steve Lerer

Page 2

UNIVERSITY OF CALIFORNIA MERCED, Merced, CA
Associate Director, Office of Student Life

10/2016 to 6/2017

Designed future strategy of the Office for Student Life and Student Government at UC Merced as a part of its \$1.3B campus-wide expansion project with oversight of operations, facilities, a Leadership Center, 12 employees, and 50 elected leaders.

- Developed and facilitated strengths-based management training that elevated staff productivity and efficiency.
- Designed and generated the three-year strategic plan for the restructuring and efficiency of the Office of Student Life.
- Led the strategic planning and implementation of an expanded Student Government facility.

UNIVERSITY OF CALIFORNIA MERCED, Merced, CA
Assistant Director, Office of Student Life

7/2012 to 10/2016

Provided leadership and direction to the Office of Student Life and the Student Government at UC Merced with supervision of 11 employees, 50 elected leaders, development of leadership programs, management of new Leadership Development Center, coordination of division-wide programs, department reporting, donor stewardship, and oversight of \$1.3M budget.

- Built a Leadership Center from inception with curriculum design, programming, funding, staffing, and key partnerships.
- Developed funding strategy for the center that exceeded annual targets by 150% through donations and sponsorships.
- Spearheaded efforts that designed over 50 new leadership workshops which increased participation by 300% in 3 years.
- Program Manager for the Student Government in advising, team development, budget management, and strategy.

UNIVERSITY OF CALIFORNIA RIVERSIDE, Riverside, CA
Resident Director, Housing and Residence Life

7/2008 to 7/2012

Charged with deliverables managing 1K student first-year residence hall with 30 Resident Advisors/ 1 Head Resident and development of student programming, advising the Residence Hall Association, conduct adjudication and crisis management while serving as Building Supervisor for emergencies and training 185+ staff.

- Led initiatives to improve staff level training programs that increased satisfaction ratings by 30% over a 2 year period.
- Developed an innovative approach to sanctions for conduct cases that reduced recidivism by 80% in one year.
- Developed a talent management program that successfully retained 100% of non-graduating staff over a 4 year period.

EDUCATION

Doctor of Philosophy | Education & Human Resource Studies | Colorado State University | Ft. Collins, CO

Master of Arts | College Student Personnel | Bowling Green State University | Bowling Green, OH

Bachelor of Arts | Psychology & Criminal Justice | Rutgers University | New Brunswick, NJ

LICENSES & CERTIFICATIONS

Leadership Circle 360 Profile Practitioner Certification | The Leadership Circle

CliftonStrengths-Based Coaching Certification | Gallup Organization

CliftonStrengths Facilitation Training | Gallup Organization

Advanced Coaching Training | Gallup Organization

Coaching Builder Profile 10 Training | Gallup Organization

HONORS AND AWARDS

Best Use of Blended or Integrated Trainings | National Kaiser Permanente Learning Awards (2021)

20 Under 40 Award | Merced County Chamber of Commerce (2018)

Outstanding Leadership Spotlight Program of the Year | NASPA (2016)

Staff Excellence Award for Leadership | UC Merced (2015)

BOARD OF PARKS AND RECREATION COMMISSIONERS

15 Members: Pursuant to *Ordinance 126325*, all members subject to City Council confirmation, 3-year terms:

- 7 City Council-appointed
- 8 Mayor-appointed
- # Other Appointing Authority-appointed (specify):

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M	1	1.	At-Large	Ryan Baum	4/1/24	3/31/27	1	Mayor
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SELF-IDENTIFIED DIVERSITY CHART

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	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	3	0	0	2	1	1	0	0	4	0	0	0
Council	3	2	0	0	0	1	0	0	0	3	1	0	0
Other													
Total	8	5	0	0	2	2	1	0	0	7	1	0	0

Key:

- *D List the corresponding *Diversity Chart* number (1 through 9)
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Legislation Text

File #: Appt 02868, **Version:** 1

Appointment of Whitney Nakamura as member, Board of Parks and Recreation Commissioners, for a term to March 31, 2027.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Whitney Nakamura		
Board/Commission Name: Board of Parks and Recreation Commissioners		Position Title: Boards & Commissions Seat 8
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 4/1/2024 to 3/31/2027 <input type="checkbox"/> Serving remaining term of a vacant position	
Residential Neighborhood: University District	Zip Code: 98115	Contact Phone No.: [REDACTED]
<p>Background: Seattle native Whitney Nakamura grew up attending Seattle Parks and Recreation programs. In her own words, “SPR has been a big part of my life, from my childhood spent in SPR spaces and activities, to later participating in the summer youth internship, and now raising a young kiddo in SPR parks and playgrounds (and pre-pandemic in the toddler play gyms/community centers and pools).” In her professional life, Nakamura serves as Admissions and Family Services Manager for Tiny Trees Preschool, uniting her passions for parks and open spaces with her compassion for children.</p> <p>Nakamura stays actively engaged with her community and city, and continuously seeks ways to give back. She volunteers with several organizations specifically serving low-income and at-risk women, and comes to us highly recommended from the Seattle Women’s Commission. During the COVID-19 pandemic, she sought out organizations providing aid, education, and vaccine access to Seattle’s BIPOC population. Nakamura hopes to bring her perspective and experience to advocate for many of Seattle’s most vulnerable as a member of the Board of Parks and Recreation Commissioners.</p>		
Authorizing Signature (original signature):  Date Signed (appointed): 4/16/2024	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.

Whitney Nakamura

Experience (selected)

TINY TREES, SEATTLE, WA | NOV. 2019–PRESENT

Admissions and Family Services Manager

- Manage Family Services team and department, including oversight of budget and operations
- Engage families, including supportive check-ins, referrals, financial assistance and resource provision; support Families of Color Cohort, including partnering with families to develop events
- Develop activities and materials to promote outdoor engagement for BIPOC children and families

OPEN ARMS PERINATAL SERVICES, SEATTLE, WA | APRIL 2018–NOV. 2019

Birth Doula Services (BDS) Program Manager | MAY 2019–NOV. 2019

- Managed program operations and completion of goals, including enrollment, budget and reporting
- Supervised and supported the BDS team (staff, MSW interns, volunteers and community doulas)

Birth Doula Services (BDS) Program Coordinator | APRIL 2018–APRIL 2019

- Processed incoming interest and referrals, completed screening and client enrollment
- Provided case management to caseload, including supportive check-ins, community referrals and resource provision (baby supplies, produce bags, financial support and other items)
- Fostered community relationships; maintained communications with partners and stakeholders

Volunteer Experience and Affiliations (selected)

Early Learning Action Team, Renton Innovation Zone Partnership (2021–Present)

COVID Vaccine Clinics Volunteer, ACRS and El Centro de la Raza (2021)

Caring Messages/Club Bamboo/Food Bank Volunteer, Asian Counseling and Referral Service (2020–Present)

Seeking Equity and Educational Diversity (SEED) Cohort, Southeast Seattle Education Coalition (2020)

Projects/Events Volunteer, Wing Luke Museum of the Asian Pacific American Experience (2019–Present)

Seattle Women's Commission, Seattle Office for Civil Rights (2019–Present)

Healthy Outcomes, Prevention and Education (HOPE) Network, Public Health – Seattle & King County (2019)

Health Equity Circle, University of Washington (2017)

Board of Directors, ROOTS Young Adult Shelter (2016–Present)

Risk Management Committee, the Service Board (2016–Present)

Anti-Oppression/Change Team, ROOTS Young Adult Shelter (2015–2017)

Volunteer, Jubilee Women's Center (2010–2012, 2014–2020)

Training and Certifications (selected)

Community Leadership Institute, Puget Sound Sage (2021–Present)

Board Chairs Academy, Third Sector Company (2021–2022)

PACE (People's Academy for Community Engagement), Seattle Department of Neighborhoods (2021)

Undoing Institutional Racism, The People's Institute for Survival and Beyond (2021)

Birth Doula Skills Workshop, Simkin Center at Bastyr University (2019)

BOARD OF PARKS AND RECREATION COMMISSIONERS

15 Members: Pursuant to *Ordinance 126325*, all members subject to City Council confirmation, 3-year terms:

- 7 City Council-appointed
- 8 Mayor-appointed
- # Other Appointing Authority-appointed (specify):

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
6	M	1	1.	At-Large	Ryan Baum	4/1/24	3/31/27	1	Mayor
6	M	6	2.	At-Large	Joshua Seyfried	2/21/23	3/31/25	1	Mayor
6	M	4	3.	At-Large	Steve Lerer	4/1/24	3/31/27	1	Mayor
3	M	3	4.	At-Large	Pasqual Contreras	2/21/23	3/31/26	1	Mayor
6	F	3	5.	Get Engaged	Lauren Lanham	9/1/23	8/31/24	1	Mayor
2	F	4	6.	Commission Seat	Tricia Diamond	4/1/24	3/31/27	1	Mayor
1	M	7	7.	Commission Seat	Phillip Meng	9/26/23	8/31/26	1	Mayor
1	F	4	8.	Commission Seat	Whitney Nakamura	4/1/24	3/31/27	1	Mayor
7	M	1	9.	City Council Dist. 1	Justin P. Umagat	4/1/24	3/31/27	2	City Council
			10.	City Council Dist. 2	Vacant				City Council
6	M	3	11.	City Council Dist. 3	John A. Flinn	4/1/24	3/31/27	1	City Council
			12.	City Council Dist. 4	Vacant	4/1/24	3/31/27		City Council
			13.	City Council Dist. 5	Vacant				City Council
6	F	6	14.	City Council Dist. 6	Amy Brockhaus	4/1/22	3/31/25	1	City Council
2	M	7	15.	City Council Dist. 7	Stafford Mays	4/1/22	3/31/25	1	City Council

SELF-IDENTIFIED DIVERSITY CHART

					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor	5	3	0	0	2	1	1	0	0	4	0	0	0
Council	3	2	0	0	0	1	0	0	0	3	1	0	0
Other													
Total	8	5	0	0	2	2	1	0	0	7	1	0	0

Key:

- *D List the corresponding *Diversity Chart* number (1 through 9)
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Legislation Text

File #: Appt 02869, **Version:** 1

Appointment of John A. Flinn as member, Board of Parks and Recreation Commissioners, for a term to March 31, 2027.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>John A. Flinn</i>		
Board/Commission Name: <i>Board of Parks and Recreation Commissioners</i>		Position Title: <i>City Council District 3</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 4/1/2024 to 3/31/2027 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: Capitol Hill	Zip Code: 98115	Contact Phone No.: [REDACTED]
<p>Background: A member of the Volunteer Park Trust steering committee, John Flinn has a long track record of parks and recreation stewardship. Through his experience with VPT, Flinn has gained experience working with volunteer programs and the Seattle Parks Foundation. If appointed to the Board of Parks and Recreation Commissioners, Flinn would be joining with the perspective of an active park volunteer and community organizer, and is eager to leverage this experience to aid in the opportunities and challenges faced by SPR.</p> <p>Flinn holds a B.A. in English and started his career as a journalist for MSN.com, quickly rising to executive leadership before transitioning to senior management at Amazon in Seattle where he currently oversees 15 unique teams in the Customer Service branch. In this role, Flinn has worked directly with Amazon’s content effectiveness metrics and long-term content strategy.</p>		
Authorizing Signature (original signature): 		Appointing Signatory: <i>Joy Hollingsworth</i> <i>Seattle City Council, District 3</i>
Date Signed (appointed): April 24, 2024		

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

JOHN A. FLINN

EXPERIENCE:

Amazon, Seattle WA (January 2015 – April 2023)

Senior Manager, Content Strategy, Digital Services & Device Support (Customer Service)
Ensuring customer satisfaction and business results through our Customer Service organization for Amazon's digital products, devices and services. Responsible for overall content strategy while directly managing a shared services team delivering localization, troubleshooting workflows, content effectiveness metrics and publishing-tool support for 15 product-focused content authoring/strategy teams (embedded in larger Customer Service support teams per product line such as Echo Devices, Fire TV, Prime Video, Amazon Music, etc.)

Senior Manager, Product Management, Amazon DSP
Manage a team of Product and Program Managers delivering key features for Amazon's programmatic advertising offering, including Bulk Operations (bulk campaign management via Excel-based upload of campaign settings) and Creative Management (uploading, associating and optimizing creative assets for advertising campaign line items).

Senior Manager, Product Management, Custom Solutions / Ad Products
Owned the North America Custom Solutions and Custom Programs ad product business, and led global program alignment with dotted-line teams in EU and Japan, responsible for creating brand integrations that make shopping on Amazon more efficient, rewarding and fun for our customers. Led a team of product managers and program/project management professionals to create unique e-commerce advertising executions ranging from digital storefronts to experiential events that add to the shopping experience for our customers and deliver value for our advertisers. Over four years grew the team from 8 to 20+ and doubled Custom-attach US ad revenue.

Zumobi Inc., Seattle, WA (September 2012 – December 2014)

VP, Publishing Operations
Owned the publisher relationships for Zumobi's suite of mobile apps, with partners such as NBC News Digital, Bonnier Publishing, Hearst, Source Interlink and Sporting News. Drove business management for over 24 apps (iOS and Android).

Managed the ad operations team including mobile ad operations, account management and ad trafficking. The ad operations team prepares pre-sales RFP responses and media plans; drives post-sales campaign preparation and project management; traffics & optimizes all ad campaigns on Zumobi and third-party inventory; and provides campaign reporting to clients and publishers.

Also served as product manager for Zumobi's ZBi mobile rich media ad platform, with highlights including a 2.0 release of the core SDK in April 2013 and development of an innovative video-display unit in October 2013.

Microsoft, Redmond, WA (February 2001-August 2012)

Executive Producer and Director, MSN Money / Autos / Real Estate / Careers
(Feb. 2009- 2012)

Directly responsible for strategic direction and day-to-day execution of key MSN vertical properties representing nearly \$100 million in annual revenue. Manage a team of four direct reports (managers of individual contributors) and overall team of 15 full-time employees and 20 contract or vendor staff.

Key responsibilities include:

- Content strategy and site competitive framework
- Setting and approving content & programming budget of \$14 million
- Senior-level engagement with advertising customers, business-development partners and content providers to drive optimal site programming benefits and ROI
- Driving staff attainment of annual performance goals in editorial engagement (page views, PV/UU) and business initiatives (ad impressions, site revenue)

Director, content development, MSN Branded Entertainment & Experiences (2008-2009)

Led content strategy and production as part of the executive management team for MSN's Branded Entertainment & Experiences group, responsible for producing 20 or more unique Web solutions a year that provide advertiser-funded content innovation to MSN. Manage a team of 4 full-time and 12 contract/vendor staff (plus significant freelance resources) responsible for editorial creative development, content sourcing and production. Oversaw \$12 million content & programming budget utilized in BEET's attainment of over \$55 million solution revenue goal. Developed Web-based content experiences such as "Business on Main," a small-business information resource sponsored by Sprint; and "Mom's Homeroom," a parenting advice video series developed for Kellogg's.

Director, Display Product Marketing (product sales strategy), Microsoft Digital Advertising Solutions (2006-2008)

Manage a team of 12 individual contributors responsible for ad planning and product management, monetization strategy, go-to-market sales coordination and sales issues management for individual sites within MSN and Windows Live, representing over \$350 million in display ad revenue in FY2008.

Group manager of network programming, MSN.com

Responsible for daily strategy and execution of the MSN.com homepage, MSN Chat & Communities content and other major network entry points. Managed seven direct reports, including content editors, producers, a program manager and a designer. Maintained and improved cross-network content management and planning process.

MSNBC.com, Redmond, WA (1997-2001)

Senior producer, content planning & development

Responsible for site-wide editorial planning and coordination throughout MSNBC.com (including site-wide special projects and themed packages). Joined MSNBC as senior producer for MSNBC Business section.

Adweek magazine, BPI Publications, New York, NY (November 1994-April 1997)

Editor, new media / Executive Features Editor

Freelance editor/writer (1991-November 1994)

Clients included "The Question of Equality" (documentary film project, aired on PBS), Forbes magazine, Art & Auction magazine, Cablevision, Adweek, BookPage

EDUCATION:

University of Virginia, Charlottesville, VA. B.A. in English

BOARD OF PARKS AND RECREATION COMMISSIONERS

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- 8 Mayor-appointed
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Roster:

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SELF-IDENTIFIED DIVERSITY CHART

	(1)		(2)		(3)		(4)		(5)		(6)		(7)		(8)		(9)	
	Male	Female	Transgender	NB/ O/ U	Asian	Black/ African American	Hispanic/ Latino	American Indian/ Alaska Native	Other	Caucasian/ Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial					
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Other																		
Total	8	5	0	0	2	2	1	0	0	7	1	0	0					

Key:

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Legislation Text

File #: Appt 02870, **Version:** 1

Reappointment of Justin P. Umagat as member, Board of Parks and Recreation Commissioners, for a term to March 31, 2027.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Justin P. Umagat</i>		
Board/Commission Name: <i>Board of Parks and Recreation Commissioners</i>		Position Title: <i>City Council District 1</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 4/1/2024 to 3/31/2027 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: Fauntleroy	Zip Code: 98126	Contact Phone No.: [REDACTED]
<p>Background: Justin Umagat has served on the Board of Parks of Recreation Commissioners for three years, including one year as co-chair of the Board. During this time, he has demonstrated careful judgment, an unflinching spirit of collaboration with his fellow Board members, and ceaseless advocacy for children and parents who use Seattle’s Parks and Recreation facilities.</p> <p>A planning manager with KC Metro and a project manager by training, Justin has a clear understanding of the complexities that attend managing a large portfolio of capital projects in a government setting. His experience and expertise has been invaluable to the BPRC on topics ranging from the Metropolitan Park District Cycle 2 Budget Planning, to Off-Leash Dog Park prioritization, to park use and recreation programming recommendations. He naturally seeks to gather a variety of viewpoints and build consensus, weigh all options, and push SPR to make the best decisions for all Seattleites.</p> <p>If reappointed to the Board of Parks and Recreation Commissioners, Justin will continue to bring the steady hand of experienced leadership and sage counsel to the board room. We look forward to working in collaboration with Justin for three more years.</p>		
Authorizing Signature (original signature): 	Appointing Signatory: <i>Joy Hollingsworth</i> <i>Seattle City Councilmember</i>	
Date Signed (appointed):		

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

Justin P. Umagat

HIGHLIGHTS:

- Experienced Executive and trusted strategist/advisor for private and public sectors
- Over 2 decades of public service experience benefiting the entire Puget Sound Region
- Led multiple high-risk and high visibility projects through politically sensitive and ambiguous environments
- Executive level negotiator and communicator with the breadth and depth of knowledge/experience to connect with and captivate a wide range of audiences and stakeholders
- Nationally recognized for contributions to the Public Transit industry: [Mass Transit's Top 40 under 40](#) during tenure at Sound Transit.

RECENT WORK EXPERIENCE:

King County Metro (Seattle, Washington)

December 2022 - present

Rail Division: Strategic Planning Manager – Expansion Strategy

- Executive providing oversight and strategic planning for all Light Rail expansion projects and financial impacts
- Tackles organizational development, change management, and growth strategy as Rail evolves from a small to medium to large size company. Current Operating budget expected to rapidly expand beyond its current \$150M+.
- Identifies problem areas, recommends solutions, creates plans, implements solutions, and tracks progress.
- Builds and manages relationships with a broad range of internal and external stakeholders at all levels enabling a deep understanding of business problems and implementation of lasting solutions
- Manages multiple complex programs for the Rail Division that require coordination and communication with internal and external work groups and partners.
- Created a Workforce Management Plan to strategically approach, prioritize, and manage all staffing needs for ST2 System Expansion. Results included 250 employees hired in 2023 resulting which was a 40% increase in staff 2022 totals. The Plan remains dynamic and will evolve to fill 400+ vacancies by 2026.

Capital Division: Transit Capital Project Manager IV/Transit Engineer V

September 2021 – December 2022

- Plans, manages, and delivers high-risk and highly visible public transit projects in public right of way
- Leads and cultivates a work environment where consultants, contractors and matrixed King County staff are able to maximize their potential, collaborate in work, and focus on shared goals
- Strategically develops long range plans, reports, studies, and correspondence to manage and deliver high-risk Capital Transit projects within budget and schedule in accordance with King County Strategic goals
- Identifies potential issues/conflict and works to tactically mitigate and resolve
- Portfolio: Eastlake Layover Facility (\$25M), Route 48 Electrification (\$14.5M), Route 48 TPMC (\$3M), Route 165/181 (\$7.2M), Madison Corridor Restructure, G Line, and J Line

Huitt-Zollars Inc. (Seattle, Washington)

Senior Project/Program Manager

January 2020 – September 2021

- Pacific Northwest Transit/Transportation sector lead for strategic business development, program/project management, client/stakeholder engagement, and staff development
- Developed, reviewed, and implemented strategic project pursuits, SBE/DBE efforts, and proposal development
- Consistently and successfully interfaced with clients, partnering firms, external and internal stakeholders, and staff representing a myriad of different disciplines to win contracts and deliver high quality products/services

- Provided stakeholder and community engagement, Project/Program management, design and construction document reviews, and strategic plan development for a variety of public/private clients
- Portfolio: Pierce Transit Maintenance Base (\$50M), PennDOT Multimodal Project Management (\$5M), City of Edmonds Citywide Bicycle Improvements (\$1.8M), Multiple Port of Seattle On-Call Contracts (\$2M+ each).

Sound Transit (Seattle, Washington)

January 2013 – January 2020

Executive Department: Program Manager - Rail Activation

- Reporting to the Deputy CEO, programmatically managed matrixed agency budget and staff to strategize, focus, integrate, and allocate resources to complete politically sensitive public transit projects
- Prepared reports, correspondence and presentations to and for use by Senior and Executive leadership and Board of Directors/Elected Officials
- Worked closely with King County Metro to develop and implement comprehensive strategies, integrated schedules, and management plans for Light Rail and Bus expansion start-up and activation
- Communicated, liaised, and coordinated resources and activities with public and private stakeholders (i.e. City of Seattle, Various Fire Department's, King County Metro, Sound Transit Board, large private entities)
- Managed work and relationships with federal/state oversight bodies to obtain Certificates of Occupancy and achieve Operational Readiness
- Project manager for Downtown Seattle Transit Tunnel negotiation efforts between ST and King County. Built key relationships within Sound Transit and King County (IT, Metro, FMD, DES) to transfer ownership.
- Sponsored by Deputy CEO, appointed as DSTT Program Administrator and Interim Program Director. Created, defined, and managed goals, program strategy, organizational structure, budget, and change management.
- Managed DSTT efforts to prioritize state of good repair items and complete a full DSTT condition assessment
- Served on the Equitable Employee Experience Committee to identify, develop and improve employee life cycle metrics (recruitment, onboarding, engagement, retention, and separation)
- Selected by Executive Leadership to represent ST in a nationwide multi-agency exchange [EnoMAX program](#)
- Portfolio: East Link (\$3.7B), Tacoma Link (\$478M), DSTT (~\$1B asset, secured \$100M+ in initial funding)

Operations Department: Project Manager - Capital Expansion Projects

- Department liaison for planning, implementation, and transition to operations for Capital Expansion Projects
- Implemented Agency programs while working with project partners, local agencies, and jurisdictions to share knowledge, negotiate issues and develop collaborative relationships
- Solved project delivery issues by reviewing designs, construction documents, permits, coordinating interdepartmental subject matter expert feedback, analyzing data, and negotiating solutions
- Championed the Maintenance and Operations Control Center Modernization Project. Collaborated with key maintenance and operations managers to baseline efforts and guide project goals
- Created and Standardized the Operations Construction Support Process document to communicate the Operations construction support process, the stakeholders, and roles and responsibilities to other departments
- Assisted in the development and implementation of the Five-Year Facilities Capital Program plan and budget
- Portfolio: North Link (\$1.9B), East Link (\$3.7B), and various Operations and Maintenance facilities

Design, Engineering, and Construction Management Department: Systems Integration Engineer

- Oversight of systems engineering design, integration, and construction work including; HVAC and plumbing; fire protection and fire life safety engineering; facility and rail system integration and coordination; system testing requirements and performance; and commissioning. Also served as departmental LEED focal.

- Developed RFP language and participated in selection, evaluation, selection, scope and budget reviews.
- Managed and coordinated engineering solutions between cross functional disciplines, across interagency departments, and with external stakeholders
- Collaborated with local AHJ's to ensure adherence to code requirements and operational best practices
- Negotiated multiple agreements and concurrence letters with Local Authorities for Capital Projects
- Implemented agency wide adaptation of 3D Building Information Modeling (BIM) for project delivery
- Reviewed permits, design, and construction documents related to capital expansion projects

ELECTED/APPOINTED POSITIONS:

Woodland Park Zoo – Board of Directors (Seattle, Washington) - [WPZ website](#)

Board Director (Seattle City Council Appointee) January 2022 – present

- Consults with and makes recommendations to Woodland Park Zoo CEO and President on all zoo business
- Expertise applied to Public Affairs and Diversity, Equity, Accessibility, & Inclusion (Chair) Committees
- Ensures that the organization responsibly and ethically executes business in alignment with the mission and values

Board of Parks and Recreation Commissioners (Seattle, Washington) - [BPRC website](#)

Board Co-Chair (Seattle City Council Appointed) April 2022 – present

- Consults with and makes recommendations to Seattle City Council, the Mayor, and the Parks Superintendent regarding policies for the planning, development, operations, and use of the City's park and recreation assets as well as their \$219M Operating and \$109M Capital Budgets
- Recommended the \$780 Million Metropolitan Parks District Cycle 2 to City Council which was successfully approved and adopted on November 29th 2022
- Works to responsibly allocate portions of Seattle property tax collected to fund parks and recreation including maintaining parklands and facilities, operating community centers and recreation programs, and developing new neighborhood parks on previously acquired sites

Associated Recreation Council (Seattle, Washington) - [ARC website](#)

President - Board of Directors (elected) October 2019 – December 2023

- Manages and leads board of directors and committees to establish policy, long-term strategy, organizational development, strategic partnerships, and monitor fiscal stability to advance the mission and vision
- Ensures that Race, Equity, and Social Justice are integrated into every aspect of the organization
- Manages Executive Director and drives direction to up to 1000+ represented and non-represented employees with an organizational annual operating budget of \$13M
- Led and stabilized the organization through political, financial, and operational COVID-19 challenges

BOARD OF PARKS AND RECREATION COMMISSIONERS

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Mayor	5	3	0	0	2	1	1	0	0	4	0	0	0
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Total	8	5	0	0	2	2	1	0	0	7	1	0	0

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Legislation Text

File #: Appt 02871, **Version:** 1

Appointment of Alex Maestretti as member Community Surveillance Working Group, for a term to December 31, 2026.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Alex Maestretti</i>		
Board/Commission Name: <i>Community Surveillance Working Group</i>		Position Title: <i>Member</i>
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 1/1/2024 to 12/31/2026 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Madison Park</i>	Zip Code: <i>98112</i>	Contact Phone No.: [REDACTED]
Background: <i>Alex spent the first decade of his career in the US Federal Government, working on the technical, operational, and policy implications of surveillance technology. He partnered closely with Law Enforcement at the local, national, and international level with experience in police operations and the justice system. Alex finds the opportunity to provide civilian oversight to be rewarding community work. Alex is keenly aware of the importance of balancing societal needs for public safety with individual civil liberties and dignity for all, thus it is critical that we maintain an appropriate balance in the application of surveillance to meet our shared policy objectives.</i>		
Authorizing Signature (original signature):  Date Signed (appointed): April 24, 2024	Appointing Signatory: <i>Councilmember Joy Hollingsworth</i> <i>Seattle City Council</i>	

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

Alex Maestretti

Greater Seattle Area



Summary

I enjoy the leadership challenges of building and sustaining high-performance organizations, as well as opportunities to apply technology to solve problems for consumers.

Experience

Vice President of Product Development

Remitly

Feb 2024 - Present (3 months)

Developing the processes and system which enable our business, product, and development teams to do more jobs for more customers.

Chief Information Security Officer

Remitly

Oct 2019 - Feb 2024 (4 years 5 months)

Led Remitly's Security and Privacy organizations including Technical Governance, Risk and Compliance (tGRC), Protect (Security Engineering, Application and Product Security, etc), Detect and Respond, and the Privacy Team. We supported all Remitly employees to ensure long term customer outcomes that build trust and peace of mind.

Our Security team played a key role in the run up to Remitly's \$7B IPO in 2021, as well as orchestrating several complex technical projects to reduce risk over my tenure. Before the IPO I also led our Infrastructure and IT teams. During this time Infra lead a migration of our entire tech stack to containers, orchestrated by kubernetes on AWS EKS, and leveraging the Istio service mesh. We had over 400 microservices running on this platform supporting our production workloads, growing to 1000. In IT we led through an unprecedented redeployment of our global workforce to a fully distributed working model during the COVID19 pandemic. Overnight we moved our entire corporate staff to full remote without any downtime, and we built a rapid solution for our customer success workforce to safely move to work from home during lockdowns.

Engineering Manager - Detection and Response

Netflix

Mar 2016 - Oct 2019 (3 years 8 months)

"Alex joined us in early 2016 to build out what was then the Security Incident Response Team. He evaluated our needs and put together a solid strategy for creating the organization and capabilities that Netflix would need in this key area. Along the way he started the Detection Engineering and Threat Intelligence functions and shaped the organization into what is now the Detection and Response team. He's provided great insight and assistance to our broader leadership team and has mentored many folks in the team." -- VP InfoSec

Sr Security Architect - Manager

Apple

Oct 2014 - Mar 2016 (1 year 6 months)

A great transition out of government that provided hands on technical exposure to various modern security controls, as well as the opportunity to work with some great people. Hired as an individual contributor, I advocated for a change in focus from reviewing applications (a function already covered well by another team) to delivering foundational security capabilities, and was asked to lead that transition.



Deputy Division Chief - Technical Counterintelligence Division

US Federal Government

2004 - 2014 (10 years)

Led a cadre of special agents and analysts. Developed a multidisciplinary approach encompassing physical, personnel and technical security practices. Conceived and implemented joint community initiatives to identify adversary activity.

Previous

Counterintelligence Referent, Office of Technical Collection

Developed a holistic counterintelligence program incorporating offensive and defensive measures.

Lead Strategist for redacted, Cyber Counterintelligence Division

Provided actionable intelligence to support national cyber defense and foreign intelligence needs.

Network Analyst, Threat Operations Center

Researched foreign supply-chain threats to information security systems.

Special Agent, Office of Counterintelligence

Investigated potential technical penetrations of USG equities by foreign intelligence services.

Security Engineer, Key Management

Managed the acquisition of embedded security devices.

Education



The Johns Hopkins University

Master of Science (MS), Computer and Information Systems Security/Information Assurance



The Johns Hopkins University

Bachelor of Science (BS), Computer Engineering

Lakeside School

High School

Licenses & Certifications

CISSP - ISC2

98287

Skills

Computer Security • Network Security • Information Security • Penetration Testing • Vulnerability Assessment • Cryptography • Intelligence • Security • Program Management • Information Security Management

Honors & Awards

Power the Future Hackathon - Constellation Energy and Betamore

Nov 2013

<http://technical.ly/baltimore/2013/11/05/power-future-energy-hackathon-betamore/>

W.P. Carey Business Plan Competition - JHU W.P. Carey School of Business

2002

1st place for Digital Moments an online service for event photographers to allow customers to view test sheets and order high quality prints.

3rd Moshpit Business Plan Competition - Great Baltimore Tech Council

2002

Community Surveillance Working Group

7 Members: Pursuant to CB 119218, 3 members subject to City Council confirmation, 3-year terms:

- 3 City Council- appointed
- 4 Mayor- appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
2	M	3	1.	Member	René Peters	01/01/2024	12/31/2026	1	Mayor
6	F	7	2.	Member	Kayleigh McNeil	01/01/2022	12/31/2024	2	Mayor
1	F	1	3.	Member	Wendy Novotne	01/01/2024	12/31/2026	1	Mayor
1	M	5	4.	Member	John Yun-Kuang Chen	01/01/2022	12/31/2024	1	Mayor
2	F	n/a	5.	Member	Carolyn Riley-Payne	01/01/2024	12/31/2026	1	City Council
			6.	Member		01/01/2022	12/31/2024	1	City Council
6	M	3	7.	Member	Alex Maestretti	01/01/2024	12/31/2026	1	City Council

SELF-IDENTIFIED DIVERSITY CHART

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

Key:

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



Legislation Text

File #: Appt 02872, **Version:** 1

Appointment of Carolyn Riley-Payne as member, Community Surveillance Working Group, for a term to December 31, 2026.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Carolyn Riley-Payne		
Board/Commission Name: Community Surveillance Working Group		Position Title: Member
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input checked="" type="checkbox"/> City Council <input type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 1/1/2024 to 12/31/2026 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: Beacon Hill	Zip Code: 98155	Contact Phone No.: [REDACTED]
Background: <i>As part of the National Association for the Advancement of Colored People (NAACP) and other community groups that are concerned about the impact of technology and surveillance in the community, I am interested in serving to ensure that the community has awareness and understand what is going on to protect the rights of the community.</i>		
Authorizing Signature (original signature):  Date Signed (appointed): April 24, 2024	Appointing Signatory: Councilmember Joy Hollingsworth Seattle City Council	

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

Carolyn Riley-Payne

“I want to hold the spotlight so others can shine and see their own greatness.”

These words reflect the truth of Carolyn Riley-Payne’s life and work. She is an advocate, leader, innovator, change agent, counselor, wife, mother, sister, and friend.

Riley-Payne began her advocacy and service to others at the age of 14, serving as a Vice President of the Youth Council of the Durham Chapter of the NAACP. Her mentor, Dr. Rose Butler Brown, influenced this Durham, NC native’s life in a profound way. Even today, she still works with youth through the NAACP’s Academic, Cultural, Technological, Scientific Olympics (ACT-SO) to help them see their greatness. She has guided over 1000 of students through this program.

Professional Achievements:

- Served as President Seattle King County NAACP 2020-2022
- Appointed President of the Seattle King County NAACP by the National Executive Board (April 2020); served as interim President (December 2019 – April 2020)
- Graduated from Bennett College in Greensboro, NC
- USDA Graduate School, Center for Leadership Development, OPM
- Served as a Special Education teacher in Washington, DC
- Served 30+ years with the National Oceanic and Atmospheric Administration (NOAA); became the

Supervisory Branch Chief of NOAA Workforce
Management and Operations Director

- Won numerous awards including the Agency Administrator's Award, served as the Founding President of of Cascade Chapter Federally Employed Women, national 1st Vice President of Cultural Awareness, Regional X Director of Federally Employed Women (NOAA).
- Served as convener and President of the first NOAA Childcare Center Board outside of Washington DC
- Founding member of the Bellevue Alumni Chapter of Delta Sigma Theta sorority Inc.
- President of Board of Jubilee Women's Center
- Vice President of the Southeast Asia Compassion Area Network
- Served as a Human Services Commissioner for the City of Lake Forest Park.
- Member The Christ Spirit Church, Seattle

Riley-Payne has two children, Lindsey, and Jordan.

Community Surveillance Working Group

7 Members: Pursuant to CB 119218, 3 members subject to City Council confirmation, 3-year terms:

- 3 City Council- appointed
- 4 Mayor- appointed

Roster:

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
2	M	3	1.	Member	René Peters	01/01/2024	12/31/2026	1	Mayor
6	F	7	2.	Member	Kayleigh McNeil	01/01/2022	12/31/2024	2	Mayor
1	F	1	3.	Member	Wendy Novotne	01/01/2024	12/31/2026	1	Mayor
1	M	5	4.	Member	John Yun-Kuang Chen	01/01/2022	12/31/2024	1	Mayor
2	F	n/a	5.	Member	Carolyn Riley-Payne	01/01/2024	12/31/2026	1	City Council
			6.	Member		01/01/2022	12/31/2024	1	City Council
6	M	3	7.	Member	Alex Maestretti	01/01/2024	12/31/2026	1	City Council

SELF-IDENTIFIED DIVERSITY CHART

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

Key:

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

**G List *gender*, M= Male, F= Female, T= Transgender, NB= Non-Binary, O= Other, U= Unknown

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

Diversity information is self-identified and is voluntary.



Legislation Text

File #: Appt 02858, **Version:** 1

Appointment of Avery Barnes as member, Seattle Arts Commission, for a term to December 31, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Avery Barnes		
Board/Commission Name: Seattle Arts Commission		Position Title: Member
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 1/1/2024 to 12/31/2025 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: Pioneer Square	Zip Code: 98104	Contact Phone No.: [REDACTED]
Background: Avery Barnes is an entrepreneur, African art curator, and community advocate. Awarded in 2023 for Forbes 30 Under 30 Seattle Class, Avery owns and operates TASWIRA, Seattle’s only African art gallery and event space in the heart of Pioneer Square. Avery is active in the community and is often invited to speak on panels about her work and the inspiration behind it. She also campaigns for causes that empower women, people of color, and small business owners. Established in 2022, TASWIRA has become a neighborhood staple designed to celebrate the diaspora of African arts and culture. Inspired by her roots, Avery journeyed to Africa to work with the Bamburi Women Empowerment Center in Mombasa, Kenya. It was at this place that the vision to create a social impact company was born. Today, TASWIRA has evolved into an established art gallery and community space that not only celebrates African heritage through historical pieces but is also home to a collective of local and globally renowned contemporary artists.		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 3/25/2024		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.

AVERY BARNES

AGE, 24

ENTREPRENEUR - DESIGNER - PHILANTHROPIST

CONTACT



SPECIALIZED EXPERIENCE

- **Fundraising** (4 years)
- **Project Management** (4 years)
- **Fashion Design and Product Development** (5 years)
- **Creative Director in Fashion/Art Production** (6 years)
- **Community Events Organizer** (2 years)
- **Workplace and Youth Leadership Skills** (4 years)
- **Time Management:** Meeting Budget and Timeline Goals (6 years)
- **Arts Curator**, growing a global roster of newly discovered artist profiles.(4 years)
- **Hospitality Skills**, event space management and host. (2 years)
- **Brand Development and Marketing**, (4 years)

WORK EXPERIENCE

- **Makeup Artist and Advocate**, MAC Cosmetics + Viva Glam AIDS Fund Campaign (Dec. 2017 - May 2018)
- **Commercial Property Owner**, TASWIRA African Art & Design Gallery in Pioneer Square, Seattle (Mar. 2022 - Current)
- **Participant, Downtown Seattle Association** State of the Sector Arts and Culture Program (Aug. 2023 - Current)
- **Seattle Office of Economic Development Consultant**, Seattle Restored Small Business Research Cohort (Aug. 2023 - Sept. 2024)
- **Small Business Consultant**, Community Roots Housing Capitol Hill EcoDistrict Program (May 2022)
- **Panelist**, One Vibe Africa Kijiji Night Event at Langston Hughes Performing Arts Institute (Jan. 2023)
- **Participant, Waterfront Park Cultural Masterplan:** Community Partners Roundtable (Oct. 2023)
- **Featured Business**, Bill & Melinda Gates Discovery Center Giving Marketplace (Dec. 2022/2023)

AWARDS/ACHIEVEMENTS

- **Seattle Art Fair Cultural Partner** (July 2023)
- **Small Business Advocate - Seattle Mayor MID Bill Signing** (May 2023)
- **Awarded Forbes Inaugural 30 Under 30 Seattle Class** (Aug. 2023)
- **Awarded Best Designer**, Seattle African Fashion Week (May 2021)
- **Awarded City of Seattle Proclamation**, "TASWIRA Day" (May 4th, 2023)
- **Invitation Recipient**, Tanzania Delegation Welcome Reception at Lumen Field (May 2023)
- **Invitation Recipient**, The White House on Behalf of Vice President Harris: Inflation Reduction Act Remarks Event (Aug. 2023)
- **Grant Recipient**, Seattle Restored (Mar. 2022)
- **Grant Recipient**, U.S. Chamber of Commerce Coalition to Back Black Businesses (Nov. 2023)
- **TV Publications:** Fox13, King 5, and Converge Media, CBS
- **Online Publication:** Arte Noir, The Intentionalist
- **Printed Feature**, Seattle Met Magazine: Avery Barnes Brings African Style to Pioneer Square (Aug. 2022)
- **Launched Philanthropic Arts Campaign** with the Indigenous Maasai Tribe of Kenya (Oct. 2021)
- **Licensed For-profit Women's Empowerment Initiative** in Mombasa, Kenya (Dec. 2020)

VOLUNTEERING

- **Life Long Aids Alliance Volunteering with MAC Cosmetics** - Food Prep / \$45,000 Donation (Dec. 2018)
- **2x Certified International Volunteer**, IVHQ Women's Empowerment and Small Business Development in Mombasa, Kenya (Mar. / Nov. 2019)
- **Panelist, The Seattle Public Library:** The Business of Community Open House (Oct. 2023)
 - Where small business champions from Minneapolis and Seattle came together for a unique learning and networking opportunity free for the public.
- **Panelist, The Seattle Public Library and EVOKE UPROAR:** "Banking on You" Workshop for Entrepreneurs (July 2023)
- **Panelist and Event Collaborator with REMAKE**, Nonprofit Organization for Sustainable Fashion Practices (Mar. 2023)
- **Sponsor, UW Human Centered Design & Engineering Capstone Project** (Jan. - Jun. 2023) and received the Impact Achievement Award
- **Guest Speaker, Seattle Central Community College** - School of Apparel Design and Development (Mar. 2022)

Seattle Arts Commission

16 Members: Pursuant to ordinance 121006, all members subject to City Council confirmation, 2-year terms (Get-Engaged member serves a 1-year term):

- 7 City Council-appointed
- 7 Mayor-appointed
- 1 Commission-appointed
- 1 Get-Engaged

(Roster as of 4/1/2024)

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
9	O	2	1.	At-Large	Joël Barraquiel Tan	01/01/24	12/31/25	1 st	City Council
6	F	7	2.	At-Large	Megan Kiskaddon	01/01/24	12/31/25	1 st	City Council
3	F	1	3.	At-Large	Vanessa Villalobos	01/01/23	12/31/24	2 nd	City Council
3	F	1	4.	At-Large	Linda Chavez Lowry	01/01/24	12/31/25	1 st	City Council
6	M	5	5.	At-Large	Ricky Graboski	01/01/24	12/31/25	2 nd	City Council
3	F	6	6.	At-Large	Diana Garcia (Dhyana)	01/01/24	12/31/25	1 st	City Council
1	O	2	7.	At-Large	Vee Hua	01/01/23	12/31/24	2 nd	City Council
4	F	N/A	8.	At-Large	Yolanda Spencer	01/01/24	12/31/25	1 st	Commission
3	F	5	9.	At-Large	Leslie Anne Anderson	01/01/24	12/31/25	2 nd	Mayor
2 & 9	F	1	10.	At-Large	Avery Barnes	01/01/24	12/31/25	1 st	Mayor
6	F	3	11.	At-Large	Kayla DeMonte	01/01/24	12/31/25	3 rd	Mayor
2	M	N/A	12.	At-Large	Rodney Howard King	01/01/24	12/31/25	1 st	Mayor
6	F	2	13.	At-Large	Holly Morris Jacobson	01/01/24	12/31/25	3 rd	Mayor
1	F	N/A	14.	At-Large	Yoon Kang-O’Higgins	01/01/24	12/31/25	1 st	Mayor
			15.	At-Large	VACANT	01/01/23	12/31/24		Mayor
1 & 9	F	4	16.	Get-Engaged	Athena Scott	09/01/23	08/31/24	One	Mayor

SELF-IDENTIFIED DIVERSITY CHART

	SELF-IDENTIFIED DIVERSITY CHART				(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Men	Women	Transgender	Other/Unknown	Asian	Black/African American	Hispanic/Latino	American Indian/Alaska Native	Other (Specification Optional)	Caucasian / Non-Hispanic	Pacific Islander	Middle Eastern	Multiracial
Mayor		6			2	2	1			1			2
Council	1	2		1	1		1			1			
Other													
Total	1	5		1	2		2			2			1

Key:



Legislation Text

File #: Appt 02859, **Version:** 1

Appointment of Yoon Kang-O'Higgins as member, Seattle Arts Commission, for a term to December 31, 2025.

The Appointment Packet is provided as an attachment.



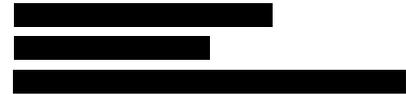
City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Yoon Kang-O'Higgins		
Board/Commission Name: Seattle Arts Commission		Position Title: Member
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:		Term of Position: * 1/1/2024 to 12/31/2025 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: N/A	Zip Code: 98028	Contact Phone No.: [REDACTED]
<p>Background: Yoon Kang-O'Higgins is Director of Community Impact and Programs at the Friends of Waterfront Seattle. Since moving to Seattle in 2004 from New York City, she has been actively involved in the arts both professionally and personally. As Program Director with Visual Thinking Strategies, she worked closely with local museums including SAM and the Frye to provide professional development opportunities to hundreds of teachers, educators, and arts professionals. In her current role, her team has co-created over 400 programs since 2021 in close partnership with local creatives and artists. Last year, in preparation for the 2025 grand opening of Waterfront Park, her team with consultants Third Way Creative, facilitated a series of engagement sessions to create a community-centric cultural masterplan. This engagement with 148 program and community partners left her deeply inspired and affirmed her commitment to see through the shared vision of public space through cultural programming.</p> <p>As a parent, Yoon's family has benefited from the rich youth offerings including Wing Luke's Youth CAN and Teensway, SAM Teen Arts Group, and Coyote Central classes. Her husband is a practicing artist and educator (Gage Academy of Art and Digipen Institute) so she understands the critical importance of a healthy creative economy.</p> <p>Yoon is particularly drawn to the opportunity to advocate for equitable access to the arts and to support initiatives that celebrate the diverse voices and cultural traditions that make Seattle such a vibrant and dynamic city.</p>		
Authorizing Signature (original signature): Date Signed (appointed): 3/25/2024		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.

YOON KANG-O'HIGGINS

she/her



SKILLS AND EXPERIENCE

Skills:

- Program Management
- Community Engagement
- Diversity, Equity & Inclusion
- Public Programs Development
- Communications

Expertise:

- Facilitation, Coaching
- Adult Learning
- Critical Thinking, Visual Literacy
- Professional Development

Boards, Residency:

- DSA Arts & Culture Sector Steering Committee 2024
- EDGES Creative Community, CA, 2014-19
- Visual Thinking Strategies in Science Advisory Board, 2014-18
- Dublin City Council Residency, Ireland, 2017, 2020

WORK EXPERIENCE

Friends of Waterfront Seattle

- Director of Community Impact and Programs, November 2023-present
- Director of Public Programs, 2021-October 2023
 - Oversee team to curate, co-develop, and produce community centric programming at Waterfront Park Seattle. In 2022, there were over 177 events with over 80K participants with 77% BIPOC program partners. Cultivate and manage a broad network of stakeholders include city partners, cultural leaders, and community members.
- Senior Programs Manager, 2020-2021

YK Collective LLC

- Principal, Jan 2020-present
 - Design and produce professional development trainings and learning resources; advise on DEI initiatives. Clients include: Meta (Dublin, Ireland), Hawaii State Art Museum, Chester Beatty Library (Dublin, Library); VTS Nederland (Amsterdam).

New York Times Learning Network

- Contributor, 2012-2020
 - Co-curated photography selection and moderated "What's Going on in This Picture," a weekly online discussion to foster critical thinking, reflection, group process.

Visual Thinking Strategies (VTS)

- Program Director & Senior Trainer, 2017-2019
 - Managed national team of expert trainers to: design and lead multi-year professional development programs for museums, schools, and cultural organizations; created and published curriculum resources
 - Led full cycle of multi-year programs with organizations including: Seattle Aquarium; Turnaround Arts – Kennedy Center for the Arts; Dublin City Council Arts Office, Ireland; National Gallery of Helsinki, Finland; Museum of Contemporary Art, Los Angeles; and Hawaii State Art Museum.
 - Co-developed and implemented diversity, equity, and inclusion strategy for the organization and programs.
- Senior Trainer, Special Projects, 2015-2017
 - Led multi-year consulting contracts, partnerships and special projects focused on community focused learning in universities, museums, and schools including: University College Cork College of Medicine and Health, Ireland; Jordan Schnitzer Museum of Art, University Of Oregon, Eugene; and Frye Art Museum, Seattle.
- Interim Executive Director, 2014
 - Supervised four NYC-based national Directors and Program Manager during transition of independent 501(c)(3)'s move to national umbrella non-profit organization.

Bill and Melinda Gates Foundation Discovery Center, Community and Civic Engagement, Seattle, WA

- Educator, 2012-2019
 - Supported the development and implementation of public programs, interpretive approaches, social media, and exhibits including "Women Hold Up Half the Sky," "Design with the 90%," and "We the Future."

Previous employers include: Rubin Museum of Art (NYC); Parsons School of Design (NYC); The Fan Museum (London); Art Matters Foundation (NYC); and the Solomon R. Guggenheim Museum (NYC).

SELECTED PROJECTS: PROJECT MANAGER/LEAD TRAINER

- "Looking to Understand Inclusion," European Union Erasmus+, 2019-2023. Co-developed and led training for 20 education and culture professionals to study social inclusion in their context and being to apply learnings in their institutions. Partners include Dublin City Council, The Finnish Museum of Photography; Du (Ireland); Muserum (Denmark); VTS Nederland; Crea360 (Spain).
- Kennedy Center for the Arts – Turnaround Arts VTS program, 2017-2019. Led national team to create and implement professional development programs for school/district teams focused on community-building in the classroom and school building, in seven states. Collaborated with local artists, arts integration coaches, local museums, district specialist, and school faculty to design learner-centered experiences.
- VTS in Science, 2015-2018. Co-designed and facilitated process with science educators to create programs that foster place-based community engagement and conservation. Co-produced online toolkit for science educators. Partners: The Wild Center (Tupper Lake, NY); Seattle Aquarium (WA); Rochester Museum and Science Center (NY); Ecotarium (Worcester, MA).
- "Permission to Wonder," European Union Erasmus+, 2015-2018. Developed and led learning pathway for 24 education and culture professionals to help create programs to connect communities and local art collections/spaces. Partners: The Finnish Museum of Photography; The LAB Gallery (Ireland); The Slovenian Association of Fine Arts Societies; Muserum (Denmark); VTS Nederland; Crea360 (Spain).

SELECTED WORKSHOPS, PRESENTATIONS

- Presenter, "Reflections on Cross Cultural Community of Practice," Erasmus+ online Symposium, Dublin, Ireland, April 2020.
- Keynote, "Racial Equity in Arts Education: Reflecting & Processing Our Collective Work," Washington Art Education Association (WAEA), November 2019.
- Lead Trainer, "Image Selection: Art and Beyond" workshop focused on increasing diversity and representation, California African American Museum & Museum of Natural History (Los Angeles, CA), July 2019.
- Lead Trainer, Coaching Workshop, Stedelijk Museum, Amsterdam Museum, the Netherlands, April 2019.
- Lead Trainer, Image Selection Workshop, FOAM, Tropenmuseum, Amsterdam Museum, the Netherlands, April 2019.
- Panel Moderator, "Decentering Whiteness," Museum of Contemporary Art, Los Angeles, CA, July 2019.

EDUCATION

- M.Ed., Adult Learning and Global Change, University of British Columbia, Vancouver
- B.A., Art History, Barnard College, Columbia University, New York, NY
- University College London, Junior Year Abroad Program, Art History and Fine Art
- Urban Park Leadership Program, Central Park Conservancy and City University of New York. Fall 2022-Spring 2023
- Dare to Lead Course: Seattle Women of Color (Led by Certified Facilitator Aiko Bethea), March-June, 2020

Seattle Arts Commission

16 Members: Pursuant to ordinance 121006, all members subject to City Council confirmation, 2-year terms (Get-Engaged member serves a 1-year term):

- 7 City Council-appointed
- 7 Mayor-appointed
- 1 Commission-appointed
- 1 Get-Engaged

(Roster as of 4/1/2024)

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
9	O	2	1.	At-Large	Joël Barraquiel Tan	01/01/24	12/31/25	1 st	City Council
6	F	7	2.	At-Large	Megan Kiskaddon	01/01/24	12/31/25	1 st	City Council
3	F	1	3.	At-Large	Vanessa Villalobos	01/01/23	12/31/24	2 nd	City Council
3	F	1	4.	At-Large	Linda Chavez Lowry	01/01/24	12/31/25	1 st	City Council
6	M	5	5.	At-Large	Ricky Graboski	01/01/24	12/31/25	2 nd	City Council
3	F	6	6.	At-Large	Diana Garcia (Dhyana)	01/01/24	12/31/25	1 st	City Council
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4	F	N/A	8.	At-Large	Yolanda Spencer	01/01/24	12/31/25	1 st	Commission
3	F	5	9.	At-Large	Leslie Anne Anderson	01/01/24	12/31/25	2 nd	Mayor
2 & 9	F	1	10.	At-Large	Avery Barnes	01/01/24	12/31/25	1 st	Mayor
6	F	3	11.	At-Large	Kayla DeMonte	01/01/24	12/31/25	3 rd	Mayor
2	M	N/A	12.	At-Large	Rodney Howard King	01/01/24	12/31/25	1 st	Mayor
6	F	2	13.	At-Large	Holly Morris Jacobson	01/01/24	12/31/25	3 rd	Mayor
1	F	N/A	14.	At-Large	Yoon Kang-O’Higgins	01/01/24	12/31/25	1 st	Mayor
			15.	At-Large	VACANT	01/01/23	12/31/24		Mayor
1 & 9	F	4	16.	Get-Engaged	Athena Scott	09/01/23	08/31/24	One	Mayor

SELF-IDENTIFIED DIVERSITY CHART

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

Key:



Legislation Text

File #: Appt 02860, **Version:** 1

Appointment of Rodney Howard King as member, Seattle Arts Commission, for a term to December 31, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: Rodney Howard King		
Board/Commission Name: Seattle Arts Commission		Position Title: Member
<input checked="" type="checkbox"/> Appointment OR <input type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other:	Term of Position: * 1/1/2024 to 12/31/2025 <input type="checkbox"/> Serving remaining term of a vacant position	
Residential Neighborhood: N/A	Zip Code: 98371	Contact Phone No.: [REDACTED]
Background: My name is Rodney H King, and I am the artist and owner of Kingspen LLC. My goal is to create vibrant images that celebrate the greatness of black culture. I primarily focus on hip hop, jazz, and basketball in my pieces, with my signature touch being the use of color. Recently, I have been fortunate to receive positive media coverage, with features on Komo, Seattle Refined, PBS, King 5 Evening, the Renton Reporter, and other local outlets. In addition to being an artist, I am a devoted husband, father of three, and a man of faith. Through my art, I aim to spread love and evoke feelings of nostalgia for the best aspects of our culture. I am Kingspen.		
Authorizing Signature (original signature):  Date Signed (appointed): 3/25/2024	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.

Rodney Howard King

Visual Artist

OBJECTIVE

I have been working hard to create art that uplifts the Black Culture throughout the state of Washington and my goal is to continue to bring happiness to the world with each stroke I lay on canvas.

EDUCATION —

Highline Community College
2002-2003

EXPERIENCE

October 5 – Present

Artist • Group Show • Taswira

October 8 -Present

Artist • Group Show • Gallery Onyx

September 30, 2023

Artist • Group Show WA Na Wari Walk the Block

July 8 – July 30, 2023

Artist • Group Show • Base Camp Studios

July 15

Event Curator • Kingspen 88 Art Show and Festival

July 14 – July 16, 2023

Artist • Redmond Arts Festival 2023

June 19, 2023

Artist/Vendor • African town Juneteenth

May 29, 2023

Artist/Vendor • African town Black Wall Street

May 20, 2023

Artist • Arte Noir Abstract show

May 19, 2023

Artist • Nature & Nurture event City of Sammamish

May 17, 2023

Artist • Real Change News article

April 6 – 30 2023

Artist - Solo exhibit at Taswira

Throughout the year of 2023, I have been working hard to make a name for myself in the Seattle Art scene. I have been featured in Evening Magazine, Seattle Refined, Converge media, PBS, The Seattle Times, and other local media outlets. I had my first solo art exhibit and participated and helped curate other art shows including Ode to Hip Hop at Base Camp Studios in the summer.

KEY SKILLS —

Team Building
Creating
Problem Solving
Organizing

COMMUNICATION

I am a charismatic leader. I believe when it comes to the local art scene, I have built relationships with numerous local artists and established connections locally that help aid art creation for artists throughout the region.

LEADERSHIP

I am a Marine and the core values of honor, courage, and commitment influence everything I do in my life. My time in the Core has made me the leader that I am in my community, at work, home and with my peers in the art world.

REFERENCES

[Available upon request.]

Seattle Arts Commission

16 Members: Pursuant to ordinance 121006, all members subject to City Council confirmation, 2-year terms (Get-Engaged member serves a 1-year term):

- 7 City Council-appointed
- 7 Mayor-appointed
- 1 Commission-appointed
- 1 Get-Engaged

(Roster as of 4/1/2024)

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
9	O	2	1.	At-Large	Joël Barraquiel Tan	01/01/24	12/31/25	1 st	City Council
6	F	7	2.	At-Large	Megan Kiskaddon	01/01/24	12/31/25	1 st	City Council
3	F	1	3.	At-Large	Vanessa Villalobos	01/01/23	12/31/24	2 nd	City Council
3	F	1	4.	At-Large	Linda Chavez Lowry	01/01/24	12/31/25	1 st	City Council
6	M	5	5.	At-Large	Ricky Graboski	01/01/24	12/31/25	2 nd	City Council
3	F	6	6.	At-Large	Diana Garcia (Dhyana)	01/01/24	12/31/25	1 st	City Council
1	O	2	7.	At-Large	Vee Hua	01/01/23	12/31/24	2 nd	City Council
4	F	N/A	8.	At-Large	Yolanda Spencer	01/01/24	12/31/25	1 st	Commission
3	F	5	9.	At-Large	Leslie Anne Anderson	01/01/24	12/31/25	2 nd	Mayor
2 & 9	F	1	10.	At-Large	Avery Barnes	01/01/24	12/31/25	1 st	Mayor
6	F	3	11.	At-Large	Kayla DeMonte	01/01/24	12/31/25	3 rd	Mayor
2	M	N/A	12.	At-Large	Rodney Howard King	01/01/24	12/31/25	1 st	Mayor
6	F	2	13.	At-Large	Holly Morris Jacobson	01/01/24	12/31/25	3 rd	Mayor
1	F	N/A	14.	At-Large	Yoon Kang-O’Higgins	01/01/24	12/31/25	1 st	Mayor
			15.	At-Large	VACANT	01/01/23	12/31/24		Mayor
1 & 9	F	4	16.	Get-Engaged	Athena Scott	09/01/23	08/31/24	One	Mayor

SELF-IDENTIFIED DIVERSITY CHART

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

Key:



Legislation Text

File #: Appt 02861, **Version:** 1

Reappointment of Leslie Anne Anderson as member, Seattle Arts Commission, for a term to December 31, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Leslie Anne Anderson</i>		
Board/Commission Name: <i>Seattle Arts Commission</i>		Position Title: <i>Member</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 1/1/2024 to 12/31/2025 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Bitter Lake</i>	Zip Code: <i>98133</i>	Contact Phone No.: [REDACTED]
Background: Leslie Anne Anderson is responsible for the National Nordic Museum’s creative vision as its Chief Curator. She oversees the Museum’s collections, exhibitions, and program functions. Leslie has organized major exhibitions with Sweden’s Nationalmuseum and Finland’s National Gallery, commissioned new work from Jónsi—vocalist for the world-famous band Sigur Rós—and organized his first art exhibition at a US museum, and developed programs featuring Iceland’s President, Ministers of Iceland and Finland, and Ambassadors of Denmark, Iceland, Finland, and Norway. For COP26, she directed planning of an industry-leading symposium—co-presented with the American Alliance of Museums, the International Council of Museums, and the UK’s National Museum Directors’ Council—that convened speakers in 7 countries to discuss the impact of climate change on Arctic museums. Prior to her arrival in Seattle, Leslie held curatorial positions at Utah Museum of Fine Arts and Indianapolis Museum of Art and taught courses at Brooklyn College and Parsons School of Design. She published in 10 academic journals, curated 20+ exhibitions, and directly stewarded 1,000+ acquisitions of art works. Leslie won the international Association of Art Museum Curators Award for Excellence (First Place) in 2018 and the Utah Museums Association Award for Excellence in 2020. She is a contributing author for AAMC’s latest best practices guide and has been a member of the editorial board of the international journal Arts. Previously, Leslie served on Salt Lake City’s Art Design Commission. She is a Seattle Arts Commissioner, Chair of Seattle’s Public Art Advisory Committee, and a member of the Executive Council of the Society for the Advancement of Scandinavian Study. A former Fulbright scholar to Denmark, Leslie holds graduate degrees in Art History from the City University of New York Graduate Center and the University of Florida, where she also completed her undergraduate degree in history. In 2023, the University of Florida Alumni Association selected Leslie for the “40 Gators Under 40” honor. She is currently an Executive MBA Candidate at Emory University.		
Authorizing Signature (original signature): Date Signed (appointed): 2/27/2024	Appointing Signatory: <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.

Leslie Anne Anderson

EDUCATION

2023 – Present

Executive MBA, expected May 2025

Emory University (Goizueta Business School), Atlanta, GA

- 18-month STEM program with an emphasis on leadership
- Recipient of Executive Latinx Scholarship

2023

Business Management Certificate, June 2023

University of Washington (Foster School of Business), Seattle, WA

- 4-month program covering marketing, business strategy, finance, accounting, leadership, and communication skills
- Won final case competition

2022 – 2023

Diversity, Equity, and Inclusion Certificate, 2023

University of Washington (Foster School of Business), Seattle, WA

2012 – 2013

U.S. Fulbright Student Research Fellowship, 2013

University of Copenhagen, Copenhagen, Denmark

Project: “Picturing Pedagogy: The Royal Academy and Artistic Labor in Denmark’s Golden Age” (Research Area: Art & Architectural History)

2009 – 2011

Professional Certificate in Scandinavian Languages, 2011

New York University (School of Professional Studies), New York, NY

2007 – 2010

MPhil, Art History, 2010 (PhD Candidate, Art History, 2010 – 2016)

The Graduate Center, City University of New York, New York, NY

- Focus area: Danish Art, 1818-1848; field of concentration: Art of Europe, 1750-1900; minors: Art of the United States, 1750-1945; Art & Architecture of Europe, 1600-1800
- Selected as the CUNY Graduate Center representative for the Frick Collection/Institute of Fine Arts Symposium on the History of Art in 2011
- Advanced to PhD Candidacy (ABD) with completion of doctoral coursework on 5/2010 and oral exams on 9/2010
- Committee approval of doctoral dissertation proposal in 2011
- Passed French and German language proficiency exams

Fall 2009

Columbia University, New York, NY

- Earned 3 credits for the graduate-level art history course “German Art in a European Context” (Dr. Cordula Grewe) through Inter-University Doctoral Consortium toward MPhil/PhD at The Graduate Center

2004 – 2006

MA, Art History, 2006

University of Florida, Gainesville, FL

- Field of concentration: Renaissance and Baroque Art
- Passed Italian language proficiency exam

2001 – 2004

BA, History, *cum laude*, 2004

University of Florida, Gainesville, FL

- Minor: Art History
- Completed in under 3 years at age 20
- President’s Honor Roll, Dean’s List, and Florida Merit Scholarship

Summer 2000 Harvard University Summer School, Cambridge, MA
○ Earned 8 undergraduate credits

PROFESSIONAL EXPERIENCE

- 07/2023 – Present Chief Curator, National Nordic Museum, Seattle, WA
- Reporting directly to Executive Director/CEO, c-suite leader charged with the Museum’s artistic direction and strategic oversight of the Curatorial Department, which includes the collections, education, and exhibition functions of the Museum
- 09/2019 – 06/2023 Director of Collections, Exhibitions, and Programs, National Nordic Museum, Seattle, WA
- Reporting directly to Executive Director/CEO, senior leader charged with strategic oversight of the Curatorial Department, which includes the collections, education, and exhibition functions of the Museum
 - Inaugural Chair of Museum DEAI Advisory Committee (2021 – present)
 - Supervise a team of 6-8 collections professionals, exhibition staff, and museum educators
 - P&L responsibility, departmental and project budgets over \$500,000
 - Oversee a collection of nearly 80,000 objects, the delivery of over 130 programs each year, including 2 annual conferences, and a special exhibition schedule of 6-8 shows per year
 - Commissioning curator of FLÓÐ, an experiential scent and sound sculpture by Jónsi, lead singer of world-famous band Sigur Rós, as well as three other permanent or semi-permanent works at the Museum
 - Curated contemporary art exhibitions with La Vaughn Belle, Las Hermanas Iglesias, Steinunn Þórarinsdóttir, and others
 - Established a 3-year exhibition schedule, which has included major loan exhibitions from the Ateneum Art Museum/Finnish National Gallery (2021) and Sweden’s Nationalmuseum (2022), and Nasjonalmuseet (2024)
 - Spearheaded the Museum’s virtualization of educational content, which created over 100 hours of programming in its first year, reached 50 states and 70 countries across 6 continents
 - Organized high-profile public programs, such as the Nordic Innovation Summit and Series, featuring Iceland’s President Guðni Jóhannesson, Ministers of Iceland and Finland, Ambassadors of Denmark, Finland, and Norway, and Washington State Governor Jay Inslee
 - Oversaw planning of an industry-leading symposium that convened speakers in 7 countries to discuss the impact of climate change on Arctic museums and partnered with the American Alliance of Museums, the International Council of Museums, and the National Museum Directors’ Council to coincide with UN Climate Change Conference (COP26)
 - Launched an oral history initiative to capture the experiences of individuals impacted by COVID-19 in the Nordic countries and the Pacific Northwest, and then published an article in the peer-reviewed journal *Collections: A Journal for Museum and Archives Professionals*
 - Brought in the largest donation of objects to the Museum’s collection in its history, a significant collection of Nordic glass art, and paintings by canonical Nordic artists of the 19th and 20th centuries (over 1,000 objects in total)
 - Awarded competitive grants for projects led, including the Nordic Council of Ministers, Nordic Culture Fund, the Snoqualmie Indian Tribe, Terra Foundation for American Art, and the Robert Lehman Foundation

Summer 2011,
2016 – 2020

Reader for the Advanced Placement (AP) Exam in Art History,
The College Board/Educational Testing Services (ETS)

- Invited to serve in 2021 – 2023 (declined)

06/2015 – 09/2019

Curator of European, American, and Regional Art, Utah Museum of Fine Arts, University of Utah, Salt Lake City, UT

- Responsible for the presentation, interpretation, and acquisition of works for the collections of European art from the High Middle Ages until 1945, American art until 1945, and Utah and Western Art until the present day
- Led cross-departmental special exhibition projects and oversaw project budgets; supervised the work of a Samuel H. Kress Interpretive Fellow
- Reinstalled the collections of European, American, and regional art in AAMC award-winning permanent collection exhibition
- Collaborated with the Smithsonian American Art Museum on a collections-sharing program and exhibition supported by Art Bridges
- Negotiated and oversaw 2 traveling exhibitions with city- and state-wide programming; developed 6 special exhibitions drawn from the permanent collection and 1 special exhibition of loans from the University of Utah's J. Willard Marriott Library Special Collections, and numerous gallery rotations
- Served on Wayfinding and Signage, Website, and Organizational Values Committees
- Obtained a \$250,000 grant to support the reinstallation of the American and regional art galleries
- Secured funding of over \$200,000 for collections acquisitions, conservation treatment, and framing projects
- Expanded the collection by more than 80 paintings, sculptures, drawings, prints, and photographs through purchase and gift, including works by Roni Horn, Nina Katchadourian, Edmonia Lewis, Alexander Phimister Proctor, Diego Rivera, Salvator Rosa, and Lorna Simpson
- Key staff member of a 4-year project funded by the Andrew W. Mellon Foundation; crafted grant proposal with colleagues and served on faculty search committee

06/2015 – 12/2015

Guest Curator of Special Exhibition, Indianapolis Museum of Art (Newfields), IN (See exhibitions curated below.)

01/2014 – 05/2015

Curatorial Assistant, European and American Painting, Sculpture, and Works on Paper, Indianapolis Museum of Art (Newfields), IN

- Provided research and administrative support to Ellen Wardwell Lee, Wood-Pulliam Senior Curator, Martin Krause, Curator of Prints, Drawings, and Photographs, and Rebecca Long, Associate Curator of European Painting and Sculpture before 1800
- Curated two special exhibitions; provided support on three exhibitions
- Collaborated with Rebecca Long on reinstallation of the galleries of 17th-century French, Italian, and Spanish art and 18th-century European art; collaborated with Ellen W. Lee on the reinstallation of the early 20th-century American art gallery
- Prepared an installation of figure studies from the Munich Academy for the 19th-century American galleries
- Served as a member of the collections rankings project
- Supervised the research of the curatorial coordinator on a digitization project supported by the Luce Fund
- Presented acquisitions to the collections committee
- Served as a courier on domestic and international trips
- Lectured on the collection to staff, docents, visiting museum professionals and researchers, and college students

- 10/2012 – 06/2013 *Assisterende webredaktør (Assistant Web Editor), Kunsthistorier (Art Stories), Statens Museum for Kunst (National Gallery of Denmark), Copenhagen, Denmark*
- 09/2011 – 09/2012 Samuel H. Kress Interpretive Fellow, Indianapolis Museum of Art (Newfields), IN
- 07/2009 – 07/2011 Research Assistant to Dr. Kirsten Jensen, John F. Folinsbee Catalogue Raisonné Project, Stamford, CT
- 08/2007 – 12/2008 Research Assistant to Drs. Ülkü Bates, George Corbin, John V. Maciuika, and Eloise Quiñones-Keber, The Graduate Center, CUNY, New York, NY
- Summer 2008 Curatorial Intern, Department of Nineteenth-Century, Modern, and Contemporary Art, The Metropolitan Museum of Art, New York, NY
- Wrote 45 gallery labels for the Pierre and Maria-Gaetana Matisse Galleries
- Spring 2008 Intern, Design Department, Phillips de Pury (Phillips), New York, NY
- Summer 2007 Curatorial Intern, Frist Art Museum (Frist Center for the Visual Arts), Nashville, TN
- Summer 2006 Curatorial Intern, Harn Museum of Art, University of Florida, Gainesville

SELECTED TEACHING EXPERIENCE

- Fall 2013 – Fall 2014 Adjunct Instructor, Herron School of Art and Design, Indiana University Purdue University Indianapolis (IUPUI), IN
- Courses taught:
- HER-H 334: Baroque Art
 - HER-H 341: Nineteenth-Century Painting
 - HER-H 101: Honors History of Art 1: Prehistory to Late Gothic
- Fall 2008 – Spring 2011 Graduate Teaching Fellow (instructor of record each term), School of Visual, Media and Performing Arts, Brooklyn College, New York, NY
- Course taught (total of 12 sections):
- Core 1.2/CORC1120: Introduction to Art (Global Perspective)
- Summer 2010 – Winter 2011 Adjunct Instructor, Art Department, Kingsborough Community College, New York, NY
- Course taught (total of 3 sections):
- ART31: The Visual Experience
- Fall 2008 – Fall 2009 Adjunct Instructor, School of Art and Design History and Theory, Parsons The New School for Design, New York, NY
- Courses taught (total of 4 sections):
- PWAD 1000: Perspectives in World Art and Design 1
 - PWAD 1001: Perspectives in World Art and Design 2
- Fall 2006 – Spring 2007 Adjunct Instructor, Saint Leo University, Saint Leo, FL
- Course taught (total of 6 sections):
- FAS101: The Integrated Arts

PROFESSIONAL DEVELOPMENT

- 03/21 – 03/25/2022 Participant, Alumni Thematic International Exchange Seminar (US Department of State), “American Identity: Exploring Our Collective Memory, Heritages, and Histories,” Minneapolis, MN
- 1 of 40 alumni of US Department of State-sponsored exchange programs (e.g., Fulbright, Peace Corps) selected to participate
- 06/20 – 06/21/2017 Participant, Association of Art Museum Directors Advanced Nazi-Era Provenance Workshop, Washington, DC; travel stipend awarded from the Getty Foundation
- 05/01 – 05/04/2014 Participant, Fulbright Enrichment Seminar, “Civic Engagement and the Arts,” Philadelphia, PA

SELECTED GRANTS/FELLOWSHIPS/AWARDS

- 2023 40 Gators Under 40, University of Florida Alumni Association
- Awarded to outstanding young alumni who have made a significant impact on their industry and demonstrate a record of civic and professional accomplishments at the state, national, or international level
- 2022 Participant, Delegation of Art Experts, Nasjonalmuseet Reopening
- Organized by Norway’s Ministry of Foreign Affairs, 1 of 2 American museum curators selected and funded by the Norwegian Consulate General in San Francisco and Royal Norwegian Embassy in Washington, DC
- 2022 Travel Grant, Bicentennial Swedish-American Exchange Fund
- Travel to Sweden for 3 weeks of curatorial research
- 2020 Utah Museums Association Award for Excellence in Exhibitions
Project: *Power Couples: The Pendant Format in Art*
- Won for curator-educator teamwork with museum educators Iris Moulton and Virginia Catherall
 - 1 Award for Excellence given for any aspect of museum work in an 18-mo. Period
- 2018 Association of Art Museum Curators Award for Excellence,
Outstanding Exhibition/Installation
Project: *American and Regional Art: Mythmaking and Truth-Telling*
- First-place award among all North American institutions with an operating budget of less than \$5 million
- 2017 Association of Art Museum Curators Foundation Travel Grant Fellowship
- 2012 – 2013 Fulbright/IIE Student Research Grant, Denmark (as noted above)
- 2012 – 2013 American-Scandinavian Foundation Fellowship
- 2012 – 2013 Haugen Memorial Scholarship, Society for the Advancement of Scandinavian Study
- 2011 Publication Grant, Text and Academic Authors Association
- 2010; 2011 President’s Grant, Society for the Advancement of Scandinavian Study

- 2010 Anthony Jung Award for the Best Conference Paper by a Graduate Student, the 35th Annual European Studies Conference
- 2007 – 08; 2011 – 12 Dean K. Harrison Fellowship, The Graduate Center, CUNY
- 2007 – 2012 Chancellor’s Fellowship, The Graduate Center, CUNY

SELECTED PUBLICATIONS

- 2023 Anderson, Leslie Anne. [“From SME to C-Suite: Complementing Your Specialization with the Business School Education,” *American Alliance of Museums Blog*.](#)
- 2023 Anderson, Leslie Anne. [“More than Art: Museums Can Be Conveners for Climate-Crisis Cooperation.” Op-Ed. *The Seattle Times*.](#)
- 2023 Anderson, Leslie Anne. *Steinunn Þórarinsdóttir: Wayfinders*. Exhibition catalogue.
- 2023 Anderson, Leslie Anne, ed. *Jónsi: FLÓÐ*. Exhibition catalogue.
- 2023 Anderson, Leslie Anne (contributing author), [AAMC Foundation Best Practices Guide for Artistic Demographic Data Coordination](#).
- 2021 Anderson, Leslie Anne, Hanne Selkokari, and Anu Utriainen. “Finnish Landscapes on Tour,” *FNG (Finnish National Gallery) Research*. 2021, Issue no. 2. Republished from *Nordic Kultur*.
- 2021 Anderson, Leslie Anne, and Alison DeRiemer. “Preserving a Pandemic: The National Nordic Museum’s COVID-19 Oral History Project,” *Collections: A Journal for Museums and Archives Professionals*. (Focus Issue: COVID-19 & Collections).
- 2019 Anderson, Leslie Anne. Review of “Pictures of Longing: Photography and the Norwegian-American Migration,” *Norwegian-American Studies* Vol. 37, Number 1.
- 2018 Anderson, Leslie Anne. “Dating Miss Maude Adams, as L’Aiglon,” *Panorama: Journal of the Association of Historians of American Art* Vol. 4, Issue 2 (Fall 2018).
- 2016 Anderson, Leslie Anne. [“A Saint-Aubin Allegory Reconsidered,” *Journal 18* \(October 2016\).](#)
- 2014 Anderson-Perkins, Leslie. [“The Forgotten Pendant of Christian August Lorentzen’s Model School at the Academy,” *Nineteenth-Century Art Worldwide* Vol. 13 \(Spring 2014\).](#)
- 2013 Anderson-Perkins, Leslie. “Picturing Artistic Practice at the Royal Danish Academy, 1826-1848,” *Rutgers Art Review* (2012): 2-16.

- 2009 Anderson, Leslie Anne. “Sanford Robinson Gifford’s Views of Mount Merino and South Bay: A Visual Record of Change in Fluvial Geomorphology,” *Oregon Art Review*, Vol. 1, Fall 2009.
- 2009 Anderson, Leslie Anne. “Sanford Gifford: ‘The Evil Consequence of Man’s Improvidence’” in *Home on the Hudson: Women & Men Painting Landscapes, 1825-1875*. Exhibition catalogue. Edited by Katherine E. Manthorne. Garrison, NY: Boscobel House and Gardens (2009): 10-11.

SELECTED EXHIBITIONS CURATED

(Organized over 20 exhibitions since 2014)

National Nordic Museum

- 03/23/2024 – 07/21/2024 *Nordic Utopia: African Americans in the 20th Century*
(co-curated with Dr. Ethelene Whitmire, University of Wisconsin Madison)
- Major exhibition with loans from Moderna Museet, Smithsonian American Art Museum, and the David C. Driskell Center, University of Maryland
 - Traveling to the Chazen Museum of Art, University of Wisconsin, Madison
 - Exhibition catalogue forthcoming from NNM/University of Washington Press
 - Supported by the Terra Foundation for American Art and Nordisk Kulturfond
- 12/09/2023 – 3/10/2024 *Søren Solkær: Sort Sol*
- Exhibition of photography and video art by Søren Solkær
- 07/15/2023 – 11/05/2023 *Steinunn Þórarinsdóttir: Wayfinders*
- Site-specific installation of 13 life-size aluminum-cast sculptures throughout the Museum’s indoor and outdoor public spaces by famed Icelandic sculptor Steinunn Þórarinsdóttir
- 03/17/2023 – 8/6/2023 *Jónsi: FLÓÐ*
- (Sigur Rós lead vocalist) Jónsi’s first exhibition in a US Museum
 - Commissioning curator of a spatial scent and sound sculpture
- 07/19/2023 – 10/16/2023 *What Does It Mean to Be Nordic? Cultural Intersections and Identity* (co-curated with Alison DeRiemer, NNM)
- An onsite and online exhibition that explores the melding of cultures to shape identity
 - Project supported by the Snoqualmie Indian Tribe
- 02/12/2022 – 05/29/2022 *New Nordic Glass: Recent Acquisitions*
- A collections-based exhibition including acquisitions made between 2018 and 2022 of Nordic glass by artists Tobias Møhl, Tróndur Patursson, Stig Persson, Bertil Vallien, and Ulrica Hydman-Vallien
- 11/04/2021 – 01/30/2022 *M(other) Tongues: Bodhild and Las Hermanas Iglesias*
- A major exhibition of work by Bodhild, Janelle, and Lisa Iglesias exploring artistic collaboration across generations, as well as transnational (Norwegian- and Dominican-American) identity
 - “Exciting New Art Exhibitions Are Coming to Seattle area in Fall 2021. Here’s What to See” in *The Seattle Times*

- 07/22/2021 – 10/24/2022 *Dines Carlsen: In His Own Manner*
- An exhibition of works on paper from the NNM’s permanent collection
 - “8 Terrific Museum Exhibits to See in the Seattle Area in Fall 2021” in *The Seattle Times*
- 04/24/2021 – 7/18/2021 *Sublime Sights: Ski Jumping and Nordic America* (curated with Washington State Ski & Snowboard Museum)
- 10/08/2020 – 04/18/2021 *La Vaughn Belle: A History of Unruly Returns*
- This is the first solo museum exhibition of work by St. Croix-based artist La Vaughn Belle. Her “Chaney” series of paintings examine the legacy of Danish colonialism in her home region of the U.S. Virgin Islands.

Utah Museum of Fine Arts, University of Utah

- 10/25/2019 – 10/04/2020 *The Lay of the Land: Landscape Paintings from the Smithsonian American Art Museum* (co-curated with Whitney Tassie)
- An exhibition of three iconic paintings from the Smithsonian American Art Museum
- 07/11/2019 – 12/08/2019 *Power Couples: The Pendant Format in Art*
- Special exhibition of over 60 works exploring the format of the pendant in European and American art from the Renaissance until the present day
 - Organized a symposium, which brought together academics and museum professionals in the United States and Europe
 - Selected by *The Utah Review* as one of the “Top 10 Moments of the Utah Enlightenment for 2019” (12/20/2019)
 - Utah Museums Association Award for Excellence in Exhibitions
- 06/17/2019 – 10/06/2019 *Concealed/Revealed: The UMFA’s Collection Seen through SWIR*
- An exhibition that utilized short-wave infrared imaging to probe underdrawings, compositional changes, and previous restorations in European and American paintings
- 02/01/2019 – 05/26/2019 *Charles Savage: Pioneer(ing) Photographer*
- 19th-century photography exhibition to complement *Race to Promontory*; over 30 objects borrowed from University of Utah’s J. Willard Marriott Library Special Collections
- 08/26/2017 – Present *Mythmaking and Truth-telling in American and Regional Art*
- Complete reinstallation of the American and regional art galleries
- 08/26/2017 – Present *Sacred and Secular Art in Early Modern Europe and The Academic Tradition in Modern Europe*
- Complete reinstallation of the European art galleries

Indianapolis Museum of Art (Newfields)

- 12/18/2015 – 05/14/2017 *‘A Land Enchanted’: The Golden Age of Indiana Art, 1877 – 1902*
- Special exhibition of 34 paintings, sculpture, and works on paper from the permanent collection and loans
 - Exhibition endorsed by Indiana’s bicentennial commission

2015 Reinstallation, Galleries of 17th-and 18th-century European art and 20th-century American art (with Rebecca Long and Ellen W. Lee)

04/15/2014 – 10/12/2014 *Angel of the Resurrection Illuminated*
○ Dossier exhibition featuring works from the permanent collection and loans

SELECTED EXHIBITIONS INSTALLED (IN-HOUSE CURATOR)

(In-house curator for over 10 exhibitions since 2017)

National Nordic Museum

08/19/2023 – 11/26/2023 *Arctic Highways: 12 Indigenous Artists of the Circumpolar North*
Curators: Tomas Colbengtson, Gunvor Guttorm, Dan Jåma, and Britta Marakatt-Labba
○ Exhibition of contemporary art by 12 Indigenous artists of Sápmi, Canada, and Alaska

12/09/2022 – 3/05/2023 *Mygration*
Co-organized with the artists, Sámi and Swedish artist Tomas Colbengtson and Swedish artist Stina Folkebrant

08/06/2022 – 11/27/2022 *Across the West and Toward the North: Norwegian and American Landscape Photography*
Co-organized by Gettysburg College and the University of Bergen Library; Curators: Dr. Shannon Egan and Marthe Tolnes Fjellestad

2/17/2022 – 7/17/2022 *From Dawn to Dusk: Nordic Art from Sweden's Nationalmuseum*
Co-organized by the National Nordic Museum and the Nationalmuseum; Curator: Carl-Johan Olsson
○ This is an exhibition of 56 Danish, Norwegian, and Swedish paintings created between 1870 and 1910

10/28/2021 – 1/30/2021 *Paper Dialogues: The Dragon and Our Stories*
Co-organized by the Museum for Papirkunst and Art House Jersey
○ This exhibition explores the motif of the dragon in Nordic and Chinese visual cultures and features the work of Danish artist Bit Vejle, Chinese artist Qiao Xiaoguang, and Jersey artists Emma Reid and Layla May Arthur

05/20/2021 – 10/17/2021 *Among Forests and Lakes: Landscape Masterpieces from the Finnish National Gallery*
Co-organized by the National Nordic Museum and the Ateneum Art Museum/Finnish National Gallery; Curators: Dr. Hanne Selkokari and Anu Utriainen

10/29/2020 – 5/02/2021 *The Experimental Self: Edvard Munch's Photography*
Organized by the American-Scandinavian Foundation and the Munch Museum; Curator: Dr. Patricia Berman

Utah Museum of Fine Arts, University of Utah

02/01/2019 – 05/26/2019 *The Race to Promontory: The Transcontinental Railroad and the American West*
Organized by the Joslyn Art Museum and the Union Pacific Railroad Museum

- Traveling exhibition of 19th-century photography to celebrate the sesquicentennial of the First Transcontinental Railroad

12/3/2017 – 03/11/2018 *Go West! Art of the American Frontier from the Buffalo Bill Center of the West*
 Organized by the Joslyn Art Museum and the Union Pacific Railroad Museum; Curators: Toby Jurovics and Patricia LaBounty

- Traveling exhibition of 84 objects, organized by the Buffalo Bill Center of the West

SELECTED PAPERS, TALKS, AND INVITED LECTURES DELIVERED

(Spoke at more than 30 symposia, conferences, panel discussions, and invited lectures)

2/10/2023 Invited lecture, Nordic Spirit Symposium 2023, Scandinavian Design: Simple and Beautiful, California Lutheran University, Thousand Oaks, CA
Presentation: “From Artek to Vallila: Finnish Design at the National Nordic Museum”

03/25/2022 Invited lecture, *Across the West and Toward the North* Symposium, Brigham Young University Museum of Art, Provo, UT
Presentation: “Wilse’s Seattle: A Norwegian-American Photographer in the Pacific Northwest”

04/01/2021 Invited lecture, Art Travels: National Nordic Museum, Asheville Art Museum, Asheville, NC

04/09/2020 Session leader, Curator Gatherings, Association of Art Museum Curators
Session: “How to Be a Leader Right Now”

11/16/2019 Invited lecture, 67th Annual Scientific Meeting of the American Society of Cytopathology, Foundation Gala, Salt Lake City, UT
Presentation: “Photo Finish: Capturing the Construction of the Transcontinental Railroad”

03/28/2019 Invited panelist, 47th Annual Conference of the Art Libraries Society of North America (ARLIS/NA), Salt Lake City, UT
Panel: “Material Culture in Utah and the West: Insights from Decorative and Fine Arts Objects”

10/22/2018 Invited discussant with Utah Poet Laureate Paisley Rekdal, Bountiful Davis Art Center, Bountiful, UT
Moderated Discussion: “The Art of Dying”

12/03/2017 Invited lecture, Park City Film Series, Park City, UT
Presentation: “*Loving Vincent* and Van Gogh”

05/10/2016 The 15th Annual Conference of the Association of Art Museum Curators, Houston, TX
Curatorial Slam: “A New Frontier for Art of the American West at the Utah Museum of Fine Arts”

12/14/2015 Invited lecture, Indianapolis Museum of Art, Indianapolis, IN
Topic: The Golden Age of Indiana Art, 1877-1902

- 09/08/2015 Invited lecture, Art Museum of Greater Lafayette, Lafayette, IN
Paper: “A Land Enchanted: The Golden Age of Indiana Art, 1877-1902”
- 05/09/2015 The 105th Annual Meeting of the Society for the Advancement of Scandinavian Study, The Ohio State University, Columbus, OH
Paper: “In His Father’s Shadow: The Artist Dines Carlsen Reconsidered”
- 03/13/2014 Yale Conference on Baltic and Scandinavian Studies, New Haven, CT
Paper: “The Relationship between Art and Science in the Pendants of C. A. Lorentzen”
- 02/12/2014 College Art Association 102nd Annual Conference, Chicago, IL
Session: Media as Meaning: Glass in the Midwest
Paper: “Memorializing President Benjamin Harrison in Stained Glass”
- 04/15/2011 The Frick Collection/Institute of Fine Arts Symposium on the History of Art, New York, NY
Paper: “Painting Instruction: C. W. Eckersberg and Artistic Labor in the Danish Golden Age”
○ Selected representative of The Graduate Center, CUNY
- 03/04/2011 The 8th Annual Association of Historians of Nineteenth-Century Art Graduate Symposium, The Graduate Center, CUNY, New York, NY
Paper: “*Pictures of Travel*: Danish Artists at Leisure on the Grand Tour”
- 04/23/2010 The 100th Annual Meeting of the Society for the Advancement of Scandinavian Study, The University of Washington, Seattle, WA
Paper: “The Southerly Route of the ‘Northern Lights’: The Signal Importance of German Sites on the Danes’ Grand Tour”
- 06/12/2009 “Home on the Hudson: Women & Men Painting Landscapes, 1825-1875.”
Rewald Symposium, The Graduate Center, CUNY, New York, NY
Paper: “Sanford Gifford: ‘The Evil Consequence of Man’s Improvidence’”
- 02/20/2009 The 35th Annual Cleveland Symposium, Case Western Reserve University and the Cleveland Museum of Art, Cleveland, OH
Paper: “The Visual Politics of John Sloan’s *Election Night*”

SELECTED CHAIRED PANELS AND SEMINARS LED

- 05/23/2022 “Understanding the Impact of Narrative and Linguistic History and Preservation,” “American Identity: Exploring Our Collective Memory, Heritages, and Histories,” Alumni Thematic International Exchange Seminar, Minneapolis, MN
- 05/13/2021 “Transnational Identities,” Society for the Advancement of Scandinavian Study, Virtual Program
- 05/11 – 05/13/2017 “Art on View: The National Influence of Scandinavian-American Artists, 1850-1950,” multi-day seminar co-organizer with Dr. Kirsten Jensen, Society for the Advancement of Scandinavian Study, Minneapolis, MN

- 10/22/2015 “Cross-Canvas Conversations,” session co-organizer with Dr. Katie Hanson, SECAC 2015 Conference, Pittsburgh, PA
- 03/14 – 03/15/2014 “Architecture, Design, and Painting in the Baltic and Scandinavia”; “Late 19th-Century Scandinavian Painting,” Yale Conference on Baltic and Scandinavian Studies, New Haven, CT
- 02/13/2013 “Nordic Modernism at Home and Abroad, 1880-1920,” session co-organizer with Dr. Kirsten Jensen, College Art Association 101st Annual Conference, New York, NY

SELECTED SYMPOSIA AND CONFERENCES ORGANIZED

- Fall 2023 “What is Nordic Design?,” Hybrid Program
- 05/10 – 05/12/2023 Nordic Innovation Summit 2023, National Nordic Museum, Hybrid Program
- 05/18 – 05/20/2022 Nordic Innovation Summit 2022, National Nordic Museum, Hybrid Program
- 11/02/2021 “On the Front Line: Arctic Museums and Climate Change,” National Nordic Museum in coordination with the American Alliance of Museums and the International Council of Museums, Virtual Program
- 09/26 – 09/27/2020 Nordic Genealogy Conference, National Nordic Museum, Virtual Program
- 05/14/2020 Nordic Innovation Summit 2020, National Nordic Museum, Virtual Program
- 10/4/2019 *Power Couples: The Pendant Format in Art* Symposium, Utah Museum of Fine Arts

SELECTED GRANT AND AWARD PANELS

- 2022 Panelist, National Endowment for the Humanities, Humanities Collections and Reference Resources Grant Program
- 2022 Panelist, Heritage Projects Grant Application, 4Culture
- 2022 Panelist, Port of Seattle, Fisherman’s Terminal Maritime Innovation Center project
- 2018; 2019 Judge, Charles Redd Center for Western Studies Award for Exhibition Excellence, Western Museums Association (WMA)
- 2016; 2017; 2018 Judge, President’s Art Show, Salt Lake Community College
- 2015 Judge, Utah Women Artists Exhibition, American Association of University Women (AAUW) of Utah

PEER REVIEWER, ARTICLES

- 2022 – 2023 Peer Reviewer, *Arts*

2021 Peer Reviewer, *Collections: A Journal for Museum and Archives Professionals*

2020 Peer Reviewer, *H-ART Revista de historia, teoría y crítica de arte*

SELECTED PROFESSIONAL SERVICE

2023 – Present Member, Executive Council, Society for the Advancement of Scandinavian Study

2023 – Present Chair, Seattle Public Art Advisory Committee

2022 – Present Commissioner, Seattle Arts Commission

2021 – Present Member, 4Culture Heritage Advisory Committee

2020 – 2023 Editorial Board, Arts (an international peer-reviewed open access journal)

2020 – 2023 Region Chair – Seattle, University of Florida Association of Hispanic Alumni
○ Oversaw the UFAHA’s first online auction fundraiser for student scholarships

2020 – 2023 Board Member, VP Finance (2021-2023), VP Events (2020-21), Seattle Chapter, University of Florida Alumni Association

2019 – 2022 Member, Ballard Public Art Committee

2019 – 2021 Member, College Art Association Annual Conference Council of Readers

2019 – 2020 Member, Conference Benefit Committee, Association of Art Museum Curators
○ Served a 1-year term to raise funds to support the annual conference

2019 – 2020 Mentor, University of Florida Association of Hispanic Alumni Conexiones Program

2017 – 2020 Field Editor for Exhibitions: West Coast, caa.reviews
○ Responsible for identifying all West Coast art exhibitions to be reviewed, selecting the reviewers, and editing all reviews for content

2019 Member, Salt Lake Art Design Board
○ Appointed by Mayor Jackie Biskupski of Salt Lake City to serve on a five-member board that oversees the city’s public art program

SELECTED INTERVIEWS, EXHIBITION REVIEWS, AND PRESS MENTIONS

July 30, 2023 Kolbrún BergÞórsdóttir, “Óræðar fígúrir,” *Morgunblaðið* (Iceland)

April 3, 2023 [Kim Holcomb, “Icelandic Rock Star Creates Immersive Art Exhibition for Seattle,” KING5 \(NBC\)](#)

March 16, 2023 [Jas Keimig, “The Flood is Coming: Jónsi’s Multisensory Exhibition Will Hit You Like a Wave,” The Stranger](#)

- February 19, 2023 Paul Constant, “National Nordic Museum Continues Scandinavian Tradition of Storytelling,” *The Seattle Times*
- December 2022 Anne Salomäki, “Kotona Kaukana Kotoa: Yhdysvaltain National Nordic Museum katsoo Pohjoismaita rakkaudella mutta kriittisesti,” *MUSEO-lehti* (Finland)
- December 27, 2022 Jerald Pierce, “6 Seattle Exhibitions to Add to Your 2023 Calendar,” *The Seattle Times*
- April 8, 2022 “Quintessentially Nordic,” *Fine Art Connoisseur*
(Also published in the March 2022 issue)
- March 10, 2022 Zoe Sayler, “The Women Who Styled Pacific Northwest History,” *Seattle Met*
- Spring 2022 Zoe Sayler, “Ballard Hasn’t Lost Its Norway,” *Seattle Met*
- November 4, 2021 [Gregory Scuggs, “Washington State and Finland sign tech-focused MOU, plan to establish smart port,” *GeekWire*](#)
(Organizer of the Nordic Innovation Series program.)
- September 23, 2021 [“Among Forests and Lakes,” *Fine Art Connoisseur*](#)
- September 16, 2021 [Todd Bishop, “Ambassadors from Norway and Finland forge ties in Seattle, offer glimmer of hope on cybersecurity,” *GeekWire*](#)
(Organizer of the Nordic Innovation Series program.)
- September 16, 2021 [JiaYing Grygiel, “8 terrific museum exhibits to see in the Seattle area in Fall 2021,” *The Seattle Times*](#)
- September 15, 2021 [Megan Burbank, “Exciting new art exhibitions are coming to the Seattle area in Fall 2021. Here’s what to see.” *The Seattle Times*](#)
- July, 1, 2021 [Brangien Davis, “ArtSEA: Meet the first sculpture in Seattle’s new waterfront park. Plus, Monet minus water lilies at Seattle Art Museum, and Sámi ballerinas in the snow at National Nordic Museum,” *Crosscut*](#)
- April 9, 2021 [Megan Burbank, “Lost income, empty galleries, a pivot to permanent collections: How Seattle-area museums are weathering the pandemic,” *The Seattle Times*](#)
- April 7, 2021 Interview (“Painter of ‘The Scream’ was also a master of the selfie”) on NBC Seattle KING 5 News
- January 1, 2021 Interview (“Friluftsliv”) on NBC Seattle KING 5 News
- November 18, 2020 [Megan Burbank, “How the Second COVID-19 Shutdown Affects Seattle-Area Museums and Galleries,” *The Seattle Times*](#)

- November 10, 2020 [Sarah Sutton, “The Evolving Responsibility of Museum Work in the Time of Climate Change,” *Museum Management and Curatorship*](#)
- October 23, 2020 Megan Burbank, “We Belong Out There’: How the Nordic Concept of Friluftsliv – Outdoor Life – Could Help the Pacific Northwest Get Through this COVID Winter,” *The Seattle Times*
- October 19, 2020 [Laura Kiniry, “What Americans Can Learn From Winter-Loving Cultures,” *Smithsonian Magazine*](#)
- August 24, 2020 Les Roka, “Utah Museum of Fine Arts Reopens to the Public on August 26; Three Exhibitions Worthy of Must-See Status,” *The Utah Review*
- May 31, 2020 Featured guest on StoriesHere Podcast
Episode: National Nordic Museum, Part 1
- January 2020 Matthew Kangas, “Close-Up: Leslie Anderson, New Nordic Museum Curator,” *Preview Magazine*
- December 20, 2019 Les Roka, “Fascinating, Innovative, Collaborative: Top Ten Moments of the Utah Enlightenment for 2019,” *The Utah Review*
- August 1, 2019 Parker Scott Mortensen, “Two for All – Power Couples: The Pendant Format in Art,” *SLUG Magazine*
- July 21, 2019 Scotti Hill, “At UMFA’s *Power Couples* exhibit, it takes two to tango,” *Deseret News*
- July 19, 2019 Kaitlin Hoelzer, “Art exhibits can take years to complete. These 3 Utah curators told us how,” *Deseret News*
- July 19, 2019 Les Roka, “UMFA’s *Power Couples* exhibition magnificently stretches imagination in exploring pendant format in art,” *The Utah Review*
- July 19, 2019 Guest on *Contact with Mary Dickson* (KUED Channel 7, Utah’s PBS)
- July 16, 2019 Guest on daytime television show *The Place* (Fox 13)
- July 14, 2019 Sean P. Means, “All for Two: New exhibit at the Utah Museum of Fine Arts showcases paired art pieces that are meant to be shown together,” *The Salt Lake Tribune*
- April 10, 2019 Guest on daytime television show *The Place* (Fox 13)
- April 9, 2019 Mary Brown Malouf, “Myth and History: Driving the Golden Spike,” *Salt Lake Magazine*
- April 8, 2019 Guest on the radio show *RadioActive* (KRCL 90.9 FM in Salt Lake City)

- February 23, 2019 James Swensen, “The UMFA’s Race to Promontory Explores a Time of Transformation,” *15 Bytes: Utah’s Art Magazine*
- February 8, 2019 Les Roka, “Utah Museum of Fine Art’s The Race to Promontory: The Transcontinental Railroad and the American West Rare Treat of Photographic Art,” *The Utah Review*
- February 6, 2019 Guest on the radio show *RadioActive* (KRCL 90.9 FM in Salt Lake City)
- February 5, 2019 Guest on daytime television show *Salt Lake City Fresh Living* (KUTV Channel 2, CBS)
- February 3, 2019 Scott D. Pierce, “The centennial of the transcontinental railroad all but excluded the Chinese workers who helped build it. As Utah marks the 150th anniversary, their stories are being told,” *The Salt Lake Tribune*
- January 31, 2019 Scott D. Pierce, “The Golden Spike is back in Utah for a rare reunion of spikes from the transcontinental railroad. But the ‘Lost Spike’ is still lost,” *The Salt Lake Tribune*
- January 31, 2019 Carter Williams, “New UMFA Gallery Shows How Photography and Transcontinental Railroad Merged in the 1860s,” *KSL.com*
- January 22, 2019 Guest on *Contact with Mary Dickson* (KUED Channel 7, Utah’s PBS)
- July 10, 2018 Guest on television show *Mountain Morning Show*, Park City Television
- May 8, 2018 “Utah Curator Wins National Award for Excellence,” *Deseret News*
- February 28, 2018 Guest on the radio show *RadioActive* (KRCL 90.9 FM in Salt Lake City)
- February 21, 2018 Guest on the radio show *RadioActive* (KRCL 90.9 FM in Salt Lake City)
- February 9, 2018 Court Mann, “As American as...Vodka? Utah Symphony’s ‘High Noon’ Shows the Old West’s Foreign DNA,” *Deseret News*
- December 7, 2017 Scotti Hill, “See the Paintings that Made Your Ancestors ‘Go West!’,” *Deseret News*
- December 7, 2017 Les Roka, [“UMFA’s Go West! Exhibition Offers Intriguing, Eye-Opening Juxtaposition of American West History, Mythology,”](#) *The Utah Review*
- December 6, 2017 Guest on *Contact with Mary Dickson* (KUED Channel 7, Utah’s PBS)
- November 30, 2017 Sean P. Means, “Romanticized Cowboys and Indians – and Real Artifacts – ‘Exemplify Evolving Notions of the American West’ in Utah Museum of Fine Arts Exhibit,” *The Salt Lake Tribune*

- October 4, 2017 Jordan Sison, "SAAH Alumna Reinvents Galleries at the Utah Museum of Fine Arts," *In the Loop* (University of Florida College of the Arts)
- August 2017 Guest on *Contact in the Community with Mary Dickson* (KUED Channel 7, Utah's PBS)
[Episode: UMFA Reopening 2017](#)
- August 23, 2017 Brian Staker, "[Full Upgrade: Utah Museum of Fine Arts Improves Its Physical and Educational Spaces](#)," *Salt Lake City Weekly*
- August 19, 2017 Sean P. Means, "[How a Building Fix Led Utah Museum of Fine Arts Curators to 'Reimagine' How the Public Connects with Art](#)," *The Salt Lake Tribune*
- August 1, 2016 Janet Tyson, "[Recognizing the Contributions of Regionalism at the Turn of the 20th Century](#)," *Hyperallergic*
- April 8, 2016 Rachel Molenda, "Utah Cultural Celebration Center Displays Works of Women Artists," *Valley Journals*
- January 8, 2016 Sean P. Means, "UMFA Prepares for a Year with Its Doors Closed," *The Salt Lake Tribune*
- November 2015 "More than Meets the Eye," *Salt Lake Magazine*
- November 2015 Sean P. Means, "Joe Hill's Artistic Side," *The Salt Lake Tribune*
- April 24, 2014 Guest on the radio show *The Art of the Matter* (WYFI 90.1 in Indianapolis, an NPR member station)
- April 5, 2014 Guest on the radio show *Hoosier History Live!* (WICR 88.7 FM in Indianapolis)
Episode: Tiffany Windows across Indiana

Seattle Arts Commission

16 Members: Pursuant to ordinance 121006, all members subject to City Council confirmation, 2-year terms (Get-Engaged member serves a 1-year term):

- 7 City Council-appointed
- 7 Mayor-appointed
- 1 Commission-appointed
- 1 Get-Engaged

(Roster as of 4/1/2024)

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
9	O	2	1.	At-Large	Joël Barraquiel Tan	01/01/24	12/31/25	1 st	City Council
6	F	7	2.	At-Large	Megan Kiskaddon	01/01/24	12/31/25	1 st	City Council
3	F	1	3.	At-Large	Vanessa Villalobos	01/01/23	12/31/24	2 nd	City Council
3	F	1	4.	At-Large	Linda Chavez Lowry	01/01/24	12/31/25	1 st	City Council
6	M	5	5.	At-Large	Ricky Graboski	01/01/24	12/31/25	2 nd	City Council
3	F	6	6.	At-Large	Diana Garcia (Dhyana)	01/01/24	12/31/25	1 st	City Council
1	O	2	7.	At-Large	Vee Hua	01/01/23	12/31/24	2 nd	City Council
4	F	N/A	8.	At-Large	Yolanda Spencer	01/01/24	12/31/25	1 st	Commission
3	F	5	9.	At-Large	Leslie Anne Anderson	01/01/24	12/31/25	2 nd	Mayor
2 & 9	F	1	10.	At-Large	Avery Barnes	01/01/24	12/31/25	1 st	Mayor
6	F	3	11.	At-Large	Kayla DeMonte	01/01/24	12/31/25	3 rd	Mayor
2	M	N/A	12.	At-Large	Rodney Howard King	01/01/24	12/31/25	1 st	Mayor
6	F	2	13.	At-Large	Holly Morris Jacobson	01/01/24	12/31/25	3 rd	Mayor
1	F	N/A	14.	At-Large	Yoon Kang-O’Higgins	01/01/24	12/31/25	1 st	Mayor
			15.	At-Large	VACANT	01/01/23	12/31/24		Mayor
1 & 9	F	4	16.	Get-Engaged	Athena Scott	09/01/23	08/31/24	One	Mayor

SELF-IDENTIFIED DIVERSITY CHART

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

Key:



Legislation Text

File #: Appt 02862, **Version:** 1

Reappointment of Kayla DeMonte as member, Seattle Arts Commission, for a term to December 31, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Kayla DeMonte</i>		
Board/Commission Name: <i>Seattle Arts Commission</i>		Position Title: <i>Member</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment		City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>		Term of Position: * 1/1/2024 to 12/31/2025 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>
Residential Neighborhood: <i>West Seattle</i>	Zip Code: <i>98126</i>	Contact Phone No.: [REDACTED]
Background: Kayla DeMonte is the Chief Program Officer at Citizen University, a national non-profit working to build a culture of powerful, responsible citizenship across the US. In this role, Kayla leads the organization’s work on a national slate of programs focused on strengthening citizen power and renewing civic practices through gatherings, rituals, and shared learning experiences. She believes that a strong democracy depends on strong citizens, and is passionate about building creative pathways for civic participation. Prior to her current role, Kayla was Director of Programs & Partnerships at the Seattle Metropolitan Chamber of Commerce, where she built and managed a roster of public programs including the Young Professionals Network and Women in Business & Leadership Initiative. She started her career working for festival production company One Reel, where she managed sponsorships and special projects for Bumbershoot and other major Seattle cultural events. She has served in volunteer leadership and board roles for a variety of arts and civic organizations including the Seattle Arts Commission, the Henry M. Jackson Foundation, The Vera Project, 4Culture, ArtsFund, and Leadership Tomorrow Seattle, and is happiest working on projects where community, celebration, and action collide.		
Authorizing Signature (original signature): <i>Bruce A. Harrell</i> Date Signed (appointed): 2/27/2024		Appointing Signatory: <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.

PROFESSIONAL EXPERIENCE

CITIZEN UNIVERSITY | Seattle, WA

Managing Director

November 2017- Present

- Leads team of 6 on development and execution of a national slate of programs focused on strengthening citizen power and renewing civic practices across the U.S.
- Responsible for organizational strategy; hiring, budgeting process, operations, staff management; and partnerships and collaborations
- Oversees an annual operating budget of \$1.1 million
- Grew staff team by 50% in first year

SEATTLE METROPOLITAN CHAMBER OF COMMERCE | Seattle, WA

January 2013 – November 2017

Director of Programs & Partnerships

March 2017 – November 2017

- Event management for variety of annual and monthly Chamber events ranging in size from 80 - 1000 attendees; responsibilities include: program development, event marketing, production and operations, and sponsorship procurement and fulfillment
- Responsible for development and expansion of new and existing Chamber programs, including ACE (Advocacy & Civic Engagement program) and the Chamber's YPN (Young Professionals Network)
- Responsible for creation and execution of engagement strategy for Chamber Board of Trustees
- Led Young Professionals Network Creative Council, responsible for developing and promoting YPN events and volunteer opportunities for regional young professionals across all sectors

Senior Manager of Programs & Partnerships

October 2015 – February 2017

Key Accomplishments:

- Designed several first-time events and programs from ground up, including the Women in Business & Leadership Initiative (WIBLI) Awards and redevelopment of Chamber's YPN Program
- Facilitated "Travel with the Chamber" program, leading groups on multi-week trips to: Peru, Morocco, Ireland and other international destinations

Events & Programs Manager

January 2013 – October 2015

Key Accomplishments:

- Managed logistics for variety of Chamber events and programs including Annual Chamber Golf Classic, Young Professionals Network, and Restaurant After Hours and supported several major high-profile events, including the 2015 Seattle Reception for Chinese President Xi Jinping

ONE REEL | Seattle, WA

March 2010 - October 2012

Sponsorship Manager

April 2011 - October 2012

- Led client relations and onsite logistics for 25+ Bumbershoot and Family 4th at Lake Union sponsors, including Starbucks, Toyota, Microsoft, and State Farm
- Developed and negotiated customized sales proposals for corporate and in-kind sponsorship deals for One Reel events, personally securing sponsorship revenues of over \$100,000 annually

Marketing & Sponsorship Coordinator

March 2010 - April 2011

- Developed Family 4th at Lake Union Donor Relations Plan
- Served as onsite lead for Bumbershoot Media Sponsors, including Rolling Stone, KEXP, KNDD, and KMTT

Additional Event Production Contract Work:

Bumbershoot/Mayor's Arts Awards – Seattle, WA (2013-2019)
Bonnaroo – Manchester, TN (2014-2016)

Northwest Folklife – Seattle, WA (2012-2016)
Outside Lands – San Francisco, CA (2015)

COMMUNITY LEADERSHIP

4CULTURE

Onsite Reviewer

April 2017 - Present

- Provides supplementary reviews for organizations who have submitted grant proposals to, or are ongoing recipients of, 4Culture's Sustained Support program
- Completed over 30 reviews of King County arts and heritage organizations, with a focus on festivals and theater

THE VERA PROJECT

Board Member

January 2015 - July 2019

- Supported organization in budget, marketing, fundraising and other operating decisions
- Member of Board during most recent Executive Director search and hiring process

SEATTLE ARTS COMMISSION: Community Development & Outreach Committee

Community Representative & Committee Member

March 2014 - April 2018

- Served on committee composed of volunteer community members and Arts Commissioners
- Supported a variety of Commission events and initiatives, including the annual Mayor's Arts Awards selection and ceremony

ARTSFUND

Annual Campaign Team Captain & Associates Board Member

October 2011 - 2014

- Mentored group of 15 Volunteer Associates through Artsfund annual fundraising campaign
- Served on Associates Board, supporting program planning for Artsfund's Associates Volunteer Program

FELLOWSHIPS AND TRAININGS

Leadership Tomorrow Seattle — 2019 Class member, 2020 Team Coach

Skid Row School for Large Scale Change, Billions Institute — 2018 Program Graduate

Institute for a Democratic Future — 2017 Fellow

EDUCATION

CALIFORNIA POLYTECHNIC STATE UNIVERSITY | San Luis Obispo, CA

2005 - 2009

Bachelor of Science in Business Administration, Cum Laude | Minor in English

Seattle Arts Commission

16 Members: Pursuant to ordinance 121006, all members subject to City Council confirmation, 2-year terms (Get-Engaged member serves a 1-year term):

- 7 City Council-appointed
- 7 Mayor-appointed
- 1 Commission-appointed
- 1 Get-Engaged

(Roster as of 4/1/2024)

*D	**G	RD	Position No.	Position Title	Name	Term Begin Date	Term End Date	Term #	Appointed By
9	O	2	1.	At-Large	Joël Barraquiel Tan	01/01/24	12/31/25	1 st	City Council
6	F	7	2.	At-Large	Megan Kiskaddon	01/01/24	12/31/25	1 st	City Council
3	F	1	3.	At-Large	Vanessa Villalobos	01/01/23	12/31/24	2 nd	City Council
3	F	1	4.	At-Large	Linda Chavez Lowry	01/01/24	12/31/25	1 st	City Council
6	M	5	5.	At-Large	Ricky Graboski	01/01/24	12/31/25	2 nd	City Council
3	F	6	6.	At-Large	Diana Garcia (Dhyana)	01/01/24	12/31/25	1 st	City Council
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4	F	N/A	8.	At-Large	Yolanda Spencer	01/01/24	12/31/25	1 st	Commission
3	F	5	9.	At-Large	Leslie Anne Anderson	01/01/24	12/31/25	2 nd	Mayor
2 & 9	F	1	10.	At-Large	Avery Barnes	01/01/24	12/31/25	1 st	Mayor
6	F	3	11.	At-Large	Kayla DeMonte	01/01/24	12/31/25	3 rd	Mayor
2	M	N/A	12.	At-Large	Rodney Howard King	01/01/24	12/31/25	1 st	Mayor
6	F	2	13.	At-Large	Holly Morris Jacobson	01/01/24	12/31/25	3 rd	Mayor
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			15.	At-Large	VACANT	01/01/23	12/31/24		Mayor
1 & 9	F	4	16.	Get-Engaged	Athena Scott	09/01/23	08/31/24	One	Mayor

SELF-IDENTIFIED DIVERSITY CHART

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

Key:



Legislation Text

File #: Appt 02863, **Version:** 1

Reappointment of Holly Morris Jacobson as member, Seattle Arts Commission, for a term to December 31, 2025.

The Appointment Packet is provided as an attachment.



City of Seattle Boards & Commissions Notice of Appointment

Appointee Name: <i>Holly Morris Jacobson</i>		
Board/Commission Name: <i>Seattle Arts Commission</i>		Position Title: <i>Member</i>
<input type="checkbox"/> Appointment OR <input checked="" type="checkbox"/> Reappointment	City Council Confirmation required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Appointing Authority: <input type="checkbox"/> City Council <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Other: <i>Fill in appointing authority</i>	Term of Position: * 1/1/2024 to 12/31/2025 <input type="checkbox"/> <i>Serving remaining term of a vacant position</i>	
Residential Neighborhood: <i>Central Seattle</i>	Zip Code: <i>98144</i>	Contact Phone No.: [REDACTED]
Background: With a background in non-profit management, strategic planning, and communications, Holly’s professional background spans both for-profit and non-profit institutions. She has created strategic marketing and product solutions for Microsoft, The City of Seattle, The Seattle International Film Festival, and other entertainment and education institutions. In 2003, Holly founded Voter Action, a national non-profit organization to secure accurate and equitable elections. Voter Action led a national effort to develop reliable and fair voting practices which helped improve access and standards across the country. Having studied film at San Francisco State University, she has worked as a director in both documentary and commercial filmmaking. In 2013, Ms. Jacobson took the helm of Path with Art, an organization to support individual and community recovery through trauma-informed arts. She has since increased the annual budget and participation of the organization tenfold and developed trauma-informed arts practice training. Holly has served on the steering committee of With One Voice, an organization supporting International Arts and Homelessness organizations and practitioners based in the United Kingdom, the Impact Evaluation Committee of the Washington Women’s Foundation, and currently serves on the Executive Committee of the Seattle Arts Commission. Holly has led workshops and been a featured speaker regionally, nationally, and internationally including engagements at the Regional Domestic Violence Symposium, the National Association of Arts and Health, the Western Museums Alliance, the Boston Foundation, the International Arts and Homelessness Festival regarding arts role in individual and public health.		
Authorizing Signature (original signature): Date Signed (appointed): 2/27/2024	Appointing Signatory: <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.

Holly Morris Jacobson

Personal Statement

The arts reflect, provoke, question, and connect human beings and the human experience. For a just society to exist, we must ensure access to the arts is available, representative, and part of the thread that binds the fabric of our society together. Simply put, art and creative expression help us realize our potential as humans and society.

Bio

With a background in non-profit management, strategic planning, and communications, Holly's professional background spans both for-profit and non-profit institutions. She has created strategic marketing and product solutions for Microsoft, The City of Seattle, The Seattle International Film Festival, and other entertainment and education institutions. In 2003, Holly founded Voter Action, a national non-profit organization to secure accurate and equitable elections. Voter Action led a national effort to develop reliable and fair voting practices which helped improve access and standards across the country. Having studied film at San Francisco State University, she has worked as a director in both documentary and commercial filmmaking. In 2013, Ms. Jacobson took the helm of Path with Art, an organization to support individual and community recovery through trauma-informed arts. She has since increased the annual budget and participation of the organization tenfold and developed trauma-informed arts practice training.

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Professional Experience

Executive Director Path with Art Seattle

2013 – Current

Since 2008, Path with Art has been at the forefront of a growing international movement that utilizes the power of art as a means to bring dignity, awareness, and healing to the complexities of recovery from trauma. With a background in non-profit management, strategic planning, and communications, Holly joined Path with Art in 2013 to help steer its next phase of growth, helping to increase the organization's community impact.

Under Holly's leadership, Path with Art:

- Embarked on a strategic assessment and adapted a five-year strategic plan which has been used as a model in arts leadership programs at Seattle University
- Increased the number of individual low-income participants in recovery from trauma from 130 to 1,500
- Increased social service partnerships from 25 - 65 social service partners
- Raised \$10.3 million for a new ArtHOME, an inclusive community arts space
- Grew annual budget from \$250,000 in 2013 to 2.7 million in 2023
- Increased board members from 9- 20, with an emphasis on diversifying the board through an equity and inclusion lens
- Developed a successful leadership program for participant artists
- Launched Community Connections, a program that brings together disparate individuals in our community to make and experience art together as a means to connect through the human lens of art versus circumstances
- Increased organizational profile through exhibitions and showcases at the Seattle Art Museum, the Washington State Convention Center, The Seattle Symphony, The Gates Discovery Center, the City of Manchester, U.K., collaborations with the artist Trimpin and the Pearl Jam Home Shows

**Co- Director
Voter Action
United States**

2003 – 2010

Voter Action led national election reform efforts in seven states through legal efforts to ensure that all eligible citizens had equal access to reliable voting. Through the recruitment and pro-bono support of highly regarded legal firms in Arizona, California, Colorado, Florida, New Mexico, Ohio, and Pennsylvania, Voter Action enabled change to state election law and voting systems to ensure citizens of those states had fair and equal access to voting. Voter Action led public awareness efforts through media, including USA Today, Washington Post, CNN, the Associated Press, and various regional media outlets. Voter Action partnered with the NAACP and the Advancement Project won an important federal lawsuit in the Commonwealth of Pennsylvania, to assert a person's equal access to voting systems. In 2008, Voter Action partnered with CNN, the University of Pennsylvania, the Advancement Project, and the League of Women Voters to provide a national election hotline that was able to catalog and respond to problems on election day.

**Strategic Marketing and Program Management Consultant
Freelance
Seattle**

1997 – 2003

- Project Management
 - Strategic planning
 - Branding and Marketing
- Clients: Microsoft, APEX Online Learning, Sierra Online, First Financial Network

**President
XSI Communications
Seattle**

1993 – 1997

Co-owner and manager of business development for small, integrated communications company.
Clients: Microsoft Arts & Entertainment, Microsoft MSN, City of Seattle

**Filmmaker
Freelance, Independent
Seattle, New Mexico**

1992 – 1998

Director, Writer, Editor
Documentary work featuring Northern Ireland
Commercial clients include: Seattle International Film Festival, Magic Hour Films, The Summit @ Snoqualmie

Education

San Francisco State University, Film Studies
Orange County Community College; Art History, Business

Seattle Arts Commission

16 Members: Pursuant to ordinance 121006, all members subject to City Council confirmation, 2-year terms (Get-Engaged member serves a 1-year term):

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- 7 Mayor-appointed
- 1 Commission-appointed
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(Roster as of 4/1/2024)

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Council	1	2		1	1		1			1			
Other													
Total	1	5		1	2		2			2			1

Key:



Legislation Text

File #: CB 120783, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the Seattle Police Officers' Guild for the period from January 1, 2021, through December 31, 2023; authorizing the execution of a Memorandum of Understanding between The City of Seattle and the Seattle Police Officers' Guild; and ratifying and confirming certain prior acts.

WHEREAS, a collective bargaining agreement between The City of Seattle and the Seattle Police Officers' Guild expired on December 31, 2020; and

WHEREAS, employees represented by the Seattle Police Officers' Guild continued to work after December 31, 2020, on the condition that their wages, hours, benefits, and other conditions of employment continue to be negotiated; and

WHEREAS, collective bargaining has led to an agreement concerning wages, benefits, and other working conditions between The City of Seattle and the Seattle Police Officers' Guild; and

WHEREAS, The City of Seattle and the Seattle Police Officers' Guild also came to an agreement on the use of non-sworn Seattle Police Department personnel to perform work in certain functions in order to augment resources within the Seattle Police Department and free up capacity among sworn officers to perform other functions, as memorialized in the attached Memorandum of Understanding; and

WHEREAS, separate, future legislation will be forwarded by the City Budget Office to provide department budget appropriation authority to cover compensation items authorized in the attached collective bargaining agreement; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of The City of Seattle to execute a collective bargaining agreement with the Seattle Police Officers’ Guild, effective January 1, 2021, through December 31, 2023, substantially in the form attached to this ordinance as Attachment 1 and identified as “Agreement By and Between The City of Seattle and Seattle Police Officers’ Guild.”

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 Memorandum of Understanding with the Seattle Police Officers’ Guild, substantially in the form attached to this ordinance as Attachment 2 and identified as “Memorandum of Understanding Between the City of Seattle and The Seattle Police Officer’s Guild.”

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 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 Seattle Police Officers' Guild

Attachment 2 - Memorandum of Understanding Between the City of Seattle and The Seattle Police Officer's Guild

AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE OFFICERS' GUILD

Effective through December 31, 2023

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AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE OFFICERS' GUILD

PREAMBLE

The rules contained herein constitute an Agreement between the City of Seattle, hereinafter referred to as the Employer and the Seattle Police Officers' Guild, hereinafter referred to as the Guild, governing wages, hours, and working conditions for certain members of the Seattle Police Department.

The City and the Guild agree that the purpose of this Agreement is to provide for fair and reasonable compensation and working conditions for employees of the City as enumerated in this Agreement, and to provide for the efficient and uninterrupted performance of municipal functions. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its employees.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

- 1.1 The Employer recognizes the Guild as the exclusive representative of all sworn police officers of the Seattle Police Department (SPD) up to and including the rank of Sergeant for the purposes of bargaining with the Employer.
- 1.2 The elected President, Vice President, Secretary-Treasurer, and members of the Board of Directors of the Guild are recognized by the Employer as official representatives of the Guild empowered to act on behalf of members of the unit for negotiating with the Employer.
- 1.3 The President, Vice President, and Secretary-Treasurer or their designated alternate shall be the liaison between members of the bargaining unit and the Seattle Police Department.
- 1.4 Guild Presidency - At the Guild's option, and after reasonable notice to the City, the Police Officer or Sergeant who serves as the elected Guild President shall be assigned to the Guild office for the purpose of administering the collective bargaining agreement. The Guild President shall submit a timesheet with appropriate notation of vacation, sick leave, holiday leave, or other time balance which he/she has used during the pay period. The Guild President is neither authorized nor required to work overtime without the express written authorization of the appropriate assistant chief or above. The Guild President shall retain all seniority rights with the City and continue to accrue service credit during the period of leave. The basic salary reported for the Guild President may not be greater than the salary paid to the highest paid job class covered by this Agreement. The Guild President may be returned to regular duty by the City (1) in an emergency, and (2) periodically, as necessary to maintain current certification as a law enforcement officer in the State of Washington, to maintain firearms qualification, participate in mandatory training, and to appear in court on duty-related matters. All compensation (including salary and the cost of all City-paid benefits) shall be split between the Guild and the City as follows: The City pays for all time spent maintaining skills and training as a police officer and all time spent dealing with the City in labor-management meetings, grievances, or other such duties. The Guild pays for all time spent doing Guild business. Having reviewed the data, it is agreed that effective July 1, 2018, the City will pay seventy-eight percent (78%) of the Guild President's salary for 1736 hours a year, with the remaining twenty-two percent (22%) paid by the Guild for 1736 hours a year, up to 2088 per year. In addition, the City shall pay the entire cost of any hours over 1736 in a year, without contribution from the Guild. Thereafter, the parties will review the data in the spring of each year (recognizing the Guild's July through June budget year) to determine whether an adjustment of the 78/22 percentage (up or down) should be made. Recognizing that there may at times be a difference of opinion on this issue, and that there may be confidential time records of the Guild President, the parties agree that any dispute

will be submitted to a neutral third party for final and binding resolution. In the event the parties are unable to agree on a neutral, the Executive Director of the Washington State Public Employment Relations Commission (PERC) shall be asked to appoint a neutral. The Guild shall provide not less than thirty (30) days notice of the date that the Guild President shall return to regular full-time duty and the Guild assignment shall end. Reasonable efforts shall be made to accommodate the request of the Guild President to be assigned to an appropriate vacant position. If no such request is made or there is no appropriate vacant position, the Guild President shall be returned to the same or a similar position to that held prior to being assigned to the Guild. The provisions of this Section 1.4 shall be construed in accordance with Revised Code of Washington (RCW) 41.26.520 (2).

- 1.5 It is recognized that the governing body of the Guild may be required to absent themselves from their regular duties while participating in negotiations. The City retains the right to restrict such release time when an unusual condition, such as but not limited to, riots, civil disorder, earthquake, or other event exists and such release from regular assignments would create a manpower shortage.
 - A. The Employer shall afford Guild representatives a reasonable amount of on-duty time to consult with appropriate management officials and/or aggrieved employees, to post Guild notices and distribute Guild literature not of a political nature and to meet with the recruit class during a time arranged by the Employer; provided that the Guild representative and/or aggrieved employees contact their immediate supervisors, indicate the general nature of the business to be conducted, and request necessary time without undue interference with assignment duties. Time spent on such activities shall be recorded by the Union representative on a time sheet provided by the supervisor. Guild representatives shall guard against use of excessive time in handling such responsibilities.
 - B. The Employer reserves the right to determine the total amount of specific hours of official time which will be approved for Guild officials to conduct Guild business on duty time.
 - C. Upon sufficient notification, the Employer shall grant Guild officers a special leave of absence with pay to attend to official Guild business to the extent that such leave does not interfere with the reasonable needs of the Police Department; provided that the requested leave will not conflict with any of the employees' scheduled court appearances. Said absences shall not exceed ten (10) consecutive days per meeting, and the sum total of all such absences shall not exceed one hundred twenty (120) workdays in any contract year. The Guild shall reimburse the Employer for the hourly rate of pay including longevity and specialty pay for such time said Guild officers spend on special leave of absence, and such reimbursement shall be due quarterly.

- D. Police Guild officers will not be paid by the City during negotiations. Negotiations shall be conducted on not more than one-half of the Police Guild negotiating committee on-duty time, unless rescheduled by mutual agreement.
- 1.6 Employees in the bargaining unit shall be given time off without pay to attend Guild meetings during working hours provided one day advance notification is given. The City retains the right to restrict such release time.
- 1.7 The Guild officials shall furnish the Chief of Police (Chief) or his/her designee in writing and shall maintain with Police Administration on a current basis a complete list of authorized Stewards and duly elected or appointed officials.

ARTICLE 2 - UNION MEMBERSHIP AND DUES

- 2.1 Each regular full-time employee within the bargaining unit whose most recent date of employment with the City of Seattle commences on or after the signing of this Agreement shall, within thirty (30) days following the date of employment within the unit, be required, as a condition of employment, to either join the Guild or pay an agency fee to the Guild or, in the case of employees with a religious objection to Guild membership as described below, pay a like amount to the Police Charity Fund or non-religious charity. When paid to the Police Charity Fund, the amount shall be reported monthly to the Guild and the City by the Police Charity Organization.

Employees, by the above language, have the option of either:

- A. Joining the Seattle Police Officers' Guild.
- B. In the case of employees with a religious objection to Guild membership as described below, paying an amount equivalent to the regular dues to the Police Charity Fund or other non-religious charity.
- C. Paying an agency fee to the Guild without any membership rights.
- D. In accordance with RCW 41.56.122(1) employees covered by this Agreement who are forbidden from joining a labor organization based on bona fide religious tenets or teaching of a church or religious body of which such employee is a member shall pay an amount of money, equivalent to regular Guild dues and initiation fee, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Guild.

The employee shall furnish written proof that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

All employees who are members of the Guild on the effective date of this Agreement shall, as a condition of employment, be required to remain members of the Guild during the term of this Agreement, to make agency fee payments, or in the case of employees with a religious objection to Guild membership as described above, to pay an amount equivalent to the regular dues of the Guild to the Police Charity or other non-religious charity.

Failure by an employee to abide by the above 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 State Law, City Charter and Civil Service Rules which provisions are paramount and shall

prevail; provided, further, that when an employee fails to fulfill the above obligation, the Guild shall provide the employee and the City with thirty (30) days notification of the Guild's intent to initiate discharge action, and during this period the employee may make restitution in the amount which is overdue.

- 2.2 Neither party shall discriminate against any employee or applicant for employment because of membership in or non-membership in the Guild. Guild officers and past Guild officers shall be afforded all protection under applicable State Laws. Provided, however, that this clause shall not restrict the Guild from providing internal, Guild-sponsored benefits to Guild members only.
- 2.3 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues and assessments uniformly required of members of the Guild. In addition, the City agrees to deduct from the paycheck of bargaining unit members who are not Guild members the amounts contributed to the Police Charity Fund (in the case of employees with religious objections to Guild membership) or agency fees paid in lieu of Guild dues. The amounts deducted shall be transmitted twice each month to the Guild on behalf of the employees involved. Authorization by the employee 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 Guild by the City.
- 2.4 The Guild agrees to indemnify and save harmless the City from any and all liability resulting from the dues check-off system, the agency fee system, and the system of payments in lieu of dues made by employees with religious objections to Guild membership, unless caused by the City's willful negligence. The Guild will administer the provisions of this Article with regard to agency fee payments or payments made by employees with religious objections to Guild membership in accord with its obligations under the law. The Guild agrees to establish an internal dispute resolution mechanism for the purpose of adjudicating disputes concerning agency fees or payments made by employees with religious objections.

ARTICLE 3 - DISCIPLINARY, COMPLAINT HEARING,
INTERNAL INVESTIGATION PROCEDURES AND
POLICE OFFICERS' BILL OF RIGHTS

- 3.1 The parties agree that discipline is a command function, and that the Department may institute a disciplinary procedure. So much of said procedure that relates to the right of an employee to a hearing and the mechanics thereof are outlined in this Article; provided, however, that it is understood that if deemed appropriate by the Chief of the Police Department, discipline or discharge may be implemented immediately consistent with the employee's constitutional rights. Disciplinary action shall be for just cause. The standard of review and burden of proof in labor arbitration will be consistent with established principles of labor arbitration. For example, and without limitation on other examples or applications, the parties agree that these principles include an elevated standard of review (i.e. – more than preponderance of the evidence) for termination cases where the alleged offense is stigmatizing to a law enforcement officer, making it difficult for the employee to get other law enforcement employment.

In the case of an officer receiving a sustained complaint involving dishonesty in the course of the officer's official duties or relating to the administration of justice, a presumption of termination shall apply. Dishonesty is defined as intentionally providing false information, which the officer knows to be false, or intentionally providing incomplete responses to specific questions, regarding facts that are material to the investigation. Specific questions do not include general or 'catch-all' questions. For purposes of this Section dishonesty means more than mere inaccuracy or faulty memory.

- 3.2 Written reprimands shall be subject to the grievance procedure of the Agreement.
- 3.3 Indefinite Suspensions - On indefinite suspensions used for investigative purposes which do not result in termination of employment or reduction in rank, the resultant punishment shall not exceed thirty (30) days including the investigative time incorporated within the indefinite suspension. However, if an employee has been charged with the commission of a felony or a gross misdemeanor involving either moral turpitude, or a sex or bias crime, where the allegation if true could lead to termination, the Employer may indefinitely suspend that employee beyond thirty (30) days as long as the length of such suspension is in accord with all applicable Public Safety Civil Service Rules. In the event the gross misdemeanor charges are filed by the City, and are subsequently dropped or the employee is acquitted, the backpay withheld from the employee shall be repaid, with statutory interest. The Guild will be notified when the Department intends to indefinitely suspend an employee. The Guild has the right to request a meeting with the Chief to discuss the suspension. The meeting will occur within fifteen (15) days of the request. If the charges are dropped or lessened to a charge that does not meet the qualifications above, there is a plea or verdict to a lesser charge that does not meet the

qualifications above, or in the case of a hung jury where charges are not refiled, the employee shall be immediately returned to paid status. An employee covered by this Agreement shall not suffer any loss of wages or benefits while on indefinite suspension if a determination of other than sustained: exonerated, unfounded, or not sustained is made by the Chief of Police. In those cases where an employee covered by this Agreement appeals the disciplinary action of the Chief of Police, the Chief of Police shall abide by the decision resulting from an appeal as provided by law with regard to back pay or lost benefits.

3.4 An employee will be precluded from using accrued time balances to satisfy a disciplinary penalty that mandates suspension without pay when the suspension is for eight or more days. However, if precluding such use of accrued time negatively affects the employee's pension/medical benefit, the unpaid suspension may be served non-consecutively.

3.5 Hearing Procedures

A. When any report of violation of Seattle Police Department rules and regulations lodged against an employee within the bargaining unit has been sustained by the Chief, the City shall notify the employee and the Guild in writing of the disposition of the complaint and the actual or proposed disciplinary sanction. If the proposed discipline includes suspension, transfer, demotion or discharge, the City shall also notify the employee of the employee's right to a due process hearing before the Chief within ten (10) days of receipt of the disciplinary action document. Such notice shall be given in a reasonable period of time prior to the due process hearing, taking into consideration the severity of the charges, the status of the employee, the complexity of the case, and the level of the proposed discipline. The employee, the City, and the Guild shall cooperate in the setting of a hearing date, which shall be held thirty (30) days after the investigation file is provided to the Guild (unless mutually agreed to hold it earlier). The parties may agree to an extension based on extenuating circumstances.

B. When the City provides the employee with the notice described in the previous paragraph, the Guild shall additionally be provided with the City's disciplinary investigation, including access to any physical evidence for examination and testing. Nothing herein shall constitute a waiver of the Guild's right to request the recommendations of other than the Chief on the issue of whether the complaint against the employee should have been sustained and, if so, what the proposed level of discipline should be.

C. All due process hearings shall be held by the Chief of Police. Provided, however, that if the Chief of Police is absent for five (5) business days or more, the due process hearing may be held before the Acting Chief.

- D. The employee shall have the right to be represented at the due process hearing by an attorney and a Guild representative. There shall be only one primary spokesperson for the employee at the hearing. Department attendees at the due process hearing will be limited to the Chief of Police, the Office of Police Accountability (OPA) Director (or designee for discipline involving suspensions of less than eight (8) days), the Department HR Director (or designee), an assistant or deputy chief, the Inspector General (or designee from that Office), an attorney from the City Attorney's Office (CAO)/SPD assigned to the matter, and, at the request of the named employee, any employee of the Department.

- E. Due process hearings may be held in writing if an employee requests that the hearing be held in writing, or if the employee is unavailable for an in-person hearing because the employee is incarcerated or intentionally makes himself/herself unavailable for the hearing. Employees shall have the right to waive a due process hearing.

- F. Unless further investigation is deemed necessary, the Chief shall make a good faith effort to make the final decision within ten (10) days as to whether charges should be sustained, and if so, what discipline, if any, should be imposed, after considering the information presented in any due process hearing. If new material facts are revealed by the named employee during the due process hearing and such new material facts may cause the Chief to act contrary to the OPA Director's recommendation, the case will be sent back to the OPA for further investigation. The 180-day period for investigation will be extended by an additional sixty (60) days, less any time remaining on the 180 day clock (i.e. – if at one hundred twenty (120) days on the clock, then no extension; if at one hundred fifty (150) days, then an additional thirty (30) days; if at one hundred eighty (180) days, then an additional sixty (60) days).

The 180-day period runs from the 180 Start Date (see 3.6B) until the proposed Disciplinary Action Report is issued. If further investigation is warranted the 180-day period begins to run again the day after the due process hearing and will not include the time between issuance of the proposed Disciplinary Action Report and the due process hearing. The named employee has no obligation to attend his/her due process hearing or to present any information during the due process hearing if he/she chooses to attend.

- G. When the Police Chief changes a recommended finding from the OPA, the Chief will be required to state his/her reasons in writing and provide these to the OPA Director. A summary of the Chief's decisions will be provided to the Mayor and City Council. In stating his/her reasons in writing for changing an OPA recommendation from a sustained finding, the Chief shall use a format

that discloses the material reasons for his/her decision. The explanation shall make no reference to the officer's name or any personally identifying information in providing the explanation. In the event the change of recommendation is the result of personal, family, or medical information the Chief's explanation shall reference "personal information" as the basis of his decision.

3.6 Investigations - This Section does not apply to on-scene law enforcement investigations occurring at the time police services become involved in an event. The following procedures apply to follow-up or subsequent investigations of complaints of misconduct conducted by the Seattle Police Department.

- A. Except in criminal investigations, no later than thirty (30) days after receipt of a complaint by OPA, OPA shall: 1) if the complaint/case has been closed and no further investigative action will be taken, notify the named employee and the Guild of the receipt of complaint, including a copy of the complaint, and the disposition; or 2) in all other complaints/cases, furnish the employee and the Guild with a classification report. The classification report shall include, at a minimum, i) a copy of the complaint, ii) the results of the OPA's preliminary review of the complaint, iii) the title and section (e.g. – 8.04 is Title 8, Section 4) of the policy or policies that the employee potentially violated, iv) a meaningful, detailed description of the employee's alleged actions that potentially violate the Department's policies, and, v) the procedures it intends to use in investigating the complaint (e.g., OPA investigation or Frontline Investigation). In order to ensure mutual understanding of this provision, the parties have included examples in Appendix H. In the case of allegations involving discrimination, harassment, retaliation or other Equal Employment Opportunity (EEO) laws, the classification report will indicate whether the investigation will be managed through the Seattle Department of Human Resources (SDHR). No employee may be interviewed until the employee has been provided the classification report.

- B. Except in cases where the employee is physically or medically unavailable to participate in the internal investigation, no discipline may result from the investigation if the investigation of the complaint is not completed within one-hundred eighty (180) days after the 180 day start date (the 180 Start Date), or (if submitted to the prosecutor within one hundred eighty (180) days) thirty (30) days after receipt of a decline notice from a prosecuting authority or a verdict in criminal trial, whichever is later. The 180 Start Date begins on the earliest of the following:
 - i) Receipt/initiation of a complaint by the OPA;
 - ii) Receipt/initiation of a formal complaint by a sworn supervisor alleging facts that, if true, could without more constitute a serious act of

misconduct violation, as long as the supervisor forwards the matter to OPA within forty-eight (48) hours of receipt. For cases of less than serious acts of misconduct, the 180 Start Date will begin with the receipt of information where the supervisor takes documented action to handle the complaint (for example a documentation in the performance appraisal system);

- iii) For incidents submitted to the Chain of Command in Blue Team (or its successor), fourteen (14) days after the date on which the initial supervisor submits the incident for review to the Chain of Command;
- iv) OPA personnel present at the scene of an incident; or
- v) If the Office of the Inspector General (OIG) is present at the scene of an incident at which OPA is not present, and if OIG subsequently files a complaint growing out of the incident, the date of the incident.

Provided, however, in the case of a criminal conviction, nothing shall prevent the Department from taking appropriate disciplinary action within forty-five (45) days, and on the basis of, the judicial acceptance of a guilty plea (or judicial equivalent such as nolo contendere) or sentencing for a criminal conviction.

For purposes of (iii) above, if following a Blue Team entry, the Chain of Command concludes that no misconduct occurred, and then material new evidence (including video) is provided at a later date that suggests serious misconduct did occur, then a new 180 Start Date is triggered on the date that the new material evidence of serious misconduct is provided.

1. If the OPA cannot immediately identify the employee who is the subject of the complaint, the OPA will provide the required notifications to the Guild. Once the OPA identifies the employee who is the subject of the complaint, the notification process with respect to that employee shall begin. In such cases, the 180 day time limit provided in this section shall be temporarily held in abeyance if sixty (60) days have elapsed without identification of the employee. The 180 day time limit will continue from the point where it was held in abeyance (i.e., at day 61) when the OPA identifies and notifies the employee of the complaint in accordance with subsection 3.6A above. The Guild will be contemporaneously notified whenever the notification process has stopped due to the Department's inability to identify the employee who is the subject of the complaint and will be notified contemporaneously whenever the Department subsequently is able to identify the employee.
2. In addition to those circumstances defined in subsection B.1, above, the 180-day time period will be suspended when a complaint involving alleged criminal conduct is being criminally investigated, reviewed by

a prosecuting authority, or is being prosecuted at the city, state, county, tribal or federal level.

3. In circumstances where OPA or the Department requests/directs that alleged conduct be criminally investigated, OPA shall provide notice to Guild that a case has been referred for criminal investigation, which includes the OPA case number so that the case can later be identified.
4. In the event that the Force Review Board refers an allegation of excessive force where the alleged force is a Type 3 use of force, if the FRB refers it within seven (7) calendar days of the FRB meeting in which the incident was reviewed, the 180-day period for investigation will be extended by an additional sixty (60) days, less any time remaining on the 180 day clock (i.e. – if at one hundred twenty (120) days on the clock, then no extension; if at one hundred fifty (150) days, then an additional (30) days; if at one hundred eighty (180) days, then an additional sixty (60) days).

C. 180 Day Extension Requests

1. The OPA may request and the Guild will not unreasonably deny an extension of: (1) the thirty (30) day period for furnishing the employee a classification report, if the complaint was not referred by the sworn supervisor to his/her Chain of Command or the OPA in a timely manner; (2) the one-hundred eighty (180) day time restriction if the OPA has made the request before the one-hundred eighty (180) day time period has expired; has exercised due diligence in conducting the investigation of the complaint; and is unable to complete the investigation due to one of the following reasons: i) the unavailability of witnesses/named employee; ii) the unavailability of a Guild representative; iii) the OPA Director position becomes vacant due to unforeseen exigent circumstances; iv) when a complex criminal investigation conducted by the City takes an unusually long period of time to complete, and the City has exercised due diligence during the investigation; or v) other reasons beyond the control of the Department. A request for an extension due to the unavailability of witnesses must be supported by a showing by the Department that the witnesses are expected to become available within a reasonable period of time. The City's request for an extension will be in writing. The Guild will respond to the request in writing, providing the basis for denial, and recognizing that the determination will be based on the information provided to it.
2. The OPA may request an extension for reasons other than the reasons listed above; however, any denial shall not be subject to

subsection C1 above. Any approval or denial of a request for an extension other than the reasons listed in C1 shall be non-precedential.

3. Nothing in this section prohibits the OPA from requesting more than one extension during the course of an investigation.
4. In determining whether an extension request under C1 was appropriately denied, the factors to be considered are the good faith of the parties, the facts and circumstances surrounding the request, and the information provided to the Guild by the City.

D. 180 Start Date Re-calculation

When a community member complains about an incident, the OPA will generally investigate even in situations where the 180 day period for investigation may have expired. In the event an incident that was or should have been determined to be a Type II Use of Force, Bias, or Pursuit is entered into Blue Team, reviewed by the Chain of Command, the Chain of Command does not forward the incident to OPA, and a community member later complains, the OPA may initiate the following process to determine whether a re-calculation of the 180 Start Date is appropriate.

1. If OPA's investigation results in an OPA recommended finding that : (i) serious misconduct occurred, and that (ii) the serious misconduct was or should have been determined by the Chain of Command to be a violation of the Type II Use of Force, Bias, or Pursuit policy (or policies), OPA may request in writing that the 180 Start Date be recalculated to commence effective on the day of the community member's complaint. Such requests may not be unreasonably denied by the Guild. In the event the Guild denies the re-calculation, the Guild shall explain in writing the reason for the denial, and the matter will be resolved by the Chief, as provided below. If OPA recommends a finding that the serious misconduct described above occurred, it will forward its recommendations to the Chief. After reviewing OPA's recommendations, and offering a due process hearing where required, the Chief will determine in writing whether the matter was appropriate for re-calculation, and if so, whether the findings of OPA should be sustained and discipline imposed. The Chief's decision on re-calculation as well as any discipline issued are subject to arbitration.
2. In the event a Bias or Pursuit incident entered into Blue Team is recalculated pursuant to D.1. above, and there was a Type I Use of Force in the same incident that was serious misconduct, which was not previously reported to OPA, -then the recalculated 180 Start Date

from the Bias/Pursuit incident will be applied to the Type I Use of Force.

E. When an employee is to be interviewed or is required to make a statement relative to a complaint against him/her by any City agency, that employee will be afforded his/her rights under the Police Officers' Bill of Rights (see Article 3.12) by that City agency.

1. If another City agency is conducting an investigation of the Department or any of its employees, the Department may order an employee to comply with the investigation through either writing a report or statement or participating in an in-person interview. If the employee is ordered to participate in an in-person interview, the interview shall comply with all requirements of this agreement, including the notice requirements for in-person interviews. If an employee is not ordered by the Department to write a report or statement or participate in an in-person interview, the employee's participation in the investigation shall be voluntary.

F. Administrative Misconduct Interviews

1. The OPA shall conduct in-person interviews of the named employee and any member of the Guild's bargaining unit who has been determined to be a witness. Named and witness employee interviews shall be conducted in conformance with the Bill of Rights and all legal and constitutional protections and requirements. For the sole and exclusive purpose of determining whether or not an employee was a witness to an event or incident that is the subject of a complaint, the employee may be required to submit within five days of receipt a written response to questions provided to the employee in writing by the OPA.
2. At least five (5) calendar days and no more than thirty (30) days prior to the interview, the OPA shall provide notice to the Guild and the employee being interviewed. The Chief of Police, or Acting Chief of Police in the event the Chief is unavailable, may determine that notice of not less than one (1) calendar day is appropriate for interviews in a specific case due to exigent circumstances. The notice shall include all notice required by Article 3.12 of this Agreement, shall advise the employee of his/her right to representation by the Guild during the interview, and shall include the subject matter(s) about which the employee will be questioned. The classification report shall be provided together with the notice of the interview, if the classification report has not been previously provided to the employee.

3. If, during the course of the interview, the OPA believes that the employee's answers raise the possibility that the employee engaged in misconduct unrelated to the original inquiry, the OPA may continue the interview in the new area after providing the employee with the notice required in 3.6F(2), unless otherwise agreed by the OPA, the Guild and the employee.
 4. The Guild will be allowed reasonable on-duty release time for a Guild Board member or shop steward to provide representation requested by the employee during the questioning.
 5. Persons in attendance at OPA interviews will be limited to the employee, the employee's Guild representative and/or attorney (no more than two (2) persons), the OPA investigator(s) assigned to the case and the OPA Director and/or Lieutenants and Captain, or the civilian positions that replace the Lieutenants and Captain in OPA, (no more than three (3) persons), and a court reporter or stenographer, if requested. An OIG representative may attend interviews as a neutral observer. OIG will make a good faith effort to provide the Guild and OPA at least three (3) days notice when an OIG representative will be in attendance at any interview, unless such notice would be inconsistent with the duties of the OIG.
 6. All interviews shall be digitally audio recorded and transcribed unless the employee objects. Interviews that are not digitally audio recording for transcription by OPA shall be recorded by a court reporter or stenographer. The employee and/or entity requesting a court reporter or stenographer shall pay all appearance fees and transcription costs assessed by the court reporter or stenographer and shall make available to the other party an opportunity to obtain a copy of any transcription.
 7. If the interview is digitally audio recorded by the OPA, the employee and/or the Guild shall have the right to make an independent digital audio recording of the interview, a copy of which shall be made available to the OPA upon request. The OPA shall provide the Guild a copy of the transcript of the digital audio recording made by OPA at no cost within five (5) days after completion of the transcription. If there is a follow-up interview, the transcript shall be provided, if requested, and shall be provided to SPOG at least five (5) days prior to the follow-up interview.
- G. Timing of Investigations - No disciplinary action will result from a complaint of misconduct where the complaint is made to the OPA more than four (4) years after the date of the incident which gave rise to the complaint, except:

1. In cases of criminal allegations, or
 2. Where the named employee conceals acts of misconduct, or
 3. For a period of thirty (30) days following a final adverse disposition in civil litigation alleging intentional misconduct by an officer.
- H. Unless pursuant to a court order or by operation of law, access to OPA files shall be limited to members of the OPA, the OIG, OPA Auditor, Deputy and Assistant Chiefs, the Legal Advisors, the Department's Human Resources Director, the City Attorney's Office and the Chief of Police. The Community Police Commission (CPC) will only have access to closed OPA files. The Chief of Police or his or her designee may authorize access to the officer's Captain, and to others only if those others are involved in (1) the disciplinary process; (2) the defense of civil claims; (3) the processing of a public disclosure request; or (4) the conduct of an administrative review.
- I. OPA shall utilize an electronic system (currently IA-Pro) that retains a record when individuals from outside OPA have been granted access to the file and the date of access. In the event a file is accessed for the purpose of transmitting it to someone outside the Department, a notation shall be included in IA-Pro indicating who the file will be transferred to and the reason for the transmittal. A notation is not required if the file is transferred to OIG, or an attorney working on a matter involving the named employee. The record will be provided to SPOG upon a written request.
- J. An employee may request access to the investigatory portion of closed OPA files in which the employee was an accused. Such a request shall be in writing fully stating the reasons such access is desired. The OPA shall consider the circumstances and not unreasonably deny such access. If an employee has appealed discipline, the employee shall be allowed to access the investigatory portion of the OPA file related to the discipline of that employee on the incident involved in the appeal.
- K. To the extent allowable by law at the time of the request, the City will consider application of relevant exemptions to the public disclosure laws with respect to personally identifying information in internal disciplinary proceedings files and OPA files, the nondisclosure of which is essential to effective law enforcement. At least five (5) business days prior to release of information by the City, the City shall notify an employee by mail at their last designated home address, with a copy to the Guild, of requests for access to internal disciplinary proceedings files and OPA files concerning the employee made by other than the individuals identified in 3.6H. It is understood that an officer's personal identifying information shall be redacted from all records released to the

extent permissible by law.

Records of all sustained complaints, including the punishment imposed, should be made public in a format designed to protect the privacy of the officers and complainants, consistent with the provisions of Section 3.6.K.

- L. OPA files shall be retained based on their outcome. Investigations resulting in findings of “Sustained” shall be retained for the duration of City employment plus six (6) years, or longer if any action related to that employee is ongoing. Investigations resulting in a finding of not sustained shall be retained for three (3) years plus the remainder of the current year. OPA files resulting in a not sustained finding may be retained by OIG for purposes of systemic review for a longer period of time, so long as the files do not use the name of the employee that was investigated.
- 3.7 Criminal Investigations - The Chief, after consultation with OPA will determine the appropriate investigative unit with expertise in the type of criminal conduct alleged to conduct the criminal investigation and the associated interviews of the named employee(s), witness employee(s) and other witnesses. Unless otherwise required by law, while there is a presumption that criminal investigations will be performed by the City of Seattle, investigations may be sent to other agencies to be performed on behalf of the City in cases of a potential conflict of interest or other extenuating/unusual circumstances. In the event the Chief decides to have the Department conduct a criminal investigation internally despite the objection of OPA, the Chief will provide a written statement of the material reasons for the decision to the Mayor and the City Council President. OPA will not conduct criminal investigations. OPA and specialty unit investigators conducting the investigation may communicate about the status and progress of the criminal investigation, but OPA will not direct or otherwise influence the conduct of the criminal investigation. In the discretion of the Department, simultaneous OPA and criminal investigations may be conducted. In the event the Department is conducting an OPA investigation while the matter is being criminally investigated or considered by a prosecuting authority, the 180-day timeline provision continues to run. The criminal investigation shall become part of the administrative investigation. The Chief of Police may, at his/her discretion, request that an outside law enforcement agency conduct a criminal investigation.
- 3.8 Frontline Investigations - For any complaint that will be handled using the Frontline process (i.e. – an investigation involving a minor policy violation that is handled by the Chain of Command), the Bill of Rights shall apply. A supervisor will not impose discipline as a result of a Frontline investigation, and instead it will be handled as a performance matter. The result(s) will be recorded in writing within the Department’s performance evaluation system. Upon opening a Frontline Investigation, the supervisor will issue a Frontline Investigation Form (the “Form”) to the employee. The Form will identify for the employee the allegation, the right of the employee to

have a Guild Representative (Guild Rep), and the fact that the statement is voluntary unless the employee requests it be compelled. The supervisor will audio record the employee statement. The Form will be given to the employee prior to the interview. If during the employee's statement the supervisor believes that the answers raise the possibility that the employee engaged in misconduct unrelated to the original inquiry, and the new potential misconduct would be a minor policy violation to which a Frontline is applicable, the supervisor may continue the interview in the new area after providing the employee with a new Form. If the new potential misconduct is potentially serious misconduct, the interview will cease, and the matter will be immediately referred to OPA. The Guild will be allowed reasonable on-duty release time for a Guild Rep to provide representation during the statement if requested by the employee.

Except as provided above, during the Frontline Investigation the Article 3 provisions related to OPA investigations shall not apply if and until the matter is retained by OPA. If OPA retains the case upon review, the digital recording will be transcribed. All Frontline investigations shall be subject to audit for systemic review by the OIG. All Frontline Investigations will be completed within twenty-eight (28) days of the supervisor opening the investigation. In the event of any delay in obtaining a Guild Rep, this time period will be extended by the amount of the delay. The completed Frontline file will be forwarded to OPA upon completion to ensure it is thorough and complete. In the event OPA returns the Frontline for additional investigation or consideration, the above provisions will continue to apply. In the event a matter is retained by OPA, the Article 3 provisions related to OPA investigations will be effective immediately. The date for provision of the five (5)-day and thirty (30)-day notices will begin to run from when OPA takes control of the investigation. OPA will provide a notice to the Chain of Command and the Guild on the date that it takes control of the investigation. The 180 Start Date will begin on the date the supervisor takes action by opening the Frontline investigation, less any time by which the investigation was delayed in order to obtain a Guild Rep.

3.9 For purposes of this Article, a "named employee" shall be an employee who is alleged to have violated Department rules.

3.10 Mediation

A. The parties recognize and embrace the value of having a process whereby officers and community members can openly discuss situations in which a member of the public felt dissatisfied with an interaction with an officer. Through communication and dialogue, officers will have the opportunity to hear the perspective and concerns of the public, and complainants will have an opportunity to get a better understanding of the role and responsibility of a police officer. The parties commit to monitoring and improving, as needed, the alternative resolution process detailed in this section of the Agreement. While this section references mediation, the parties may choose to utilize other means of alternative dispute resolution by mutual agreement.

- B. For cases involving dissatisfaction with an interaction with an officer, the initial notification under 3.6A will ask the officer whether he/she is willing to mediate the complaint.
- C. Assuming the employee is interested in mediation, the OPA will have the discretion to determine whether or not mediation of a complaint is appropriate. The classification report will normally be used to inform the named employee that the OPA has determined that a complaint is eligible for mediation. Complaints may also be deferred to mediation after an investigation has been commenced. A deferral will not be made until such time as the complainant has agreed to participate in the mediation process. Nothing herein shall affect the obligation of the employer that any discipline be imposed in accordance with just cause.
1. Voluntary process – Mediation will occur only if both the complainant and employee agree.
 2. Non-disciplinary process – If the employee agrees and participates in mediation, or the complainant refuses to participate after the employee has agreed to participate, the complaint will not result in discipline or a record on the employee’s complaint history.
 3. The Mediator will attempt to schedule the mediation as soon as reasonably possible, recognizing the importance of holding the mediation at a time that is convenient for the complainant.
 4. If the Mediator informs the Department that the employee participated in the process in good faith, the complaint will be dismissed and will not be recorded on the officer’s complaint history. Good faith means:
 - a. The officer actively listens to the perspective of the other party; and
 - b. The officer fully communicates his/her own position and engages in the discussion.

Good faith does not require the officer to agree to any particular resolution of a complaint.
 5. If the Mediator informs the Department that the employee did not participate in the mediation in good faith, a finding of which shall not be subject to challenge, the complaint will be returned to OPA. If returned to OPA, the 180-day time period shall be tolled during the time from when the complaint was deferred to mediation until the matter is returned to OPA.

6. Confidential process – The parties to mediation will sign a confidentiality agreement. The mediator will only inform the OPA whether or not the parties met and participated in good faith. Any resolution will be confidential.
7. Time spent at the mediation shall be considered on-duty time.
8. The panel of mediators will be jointly selected by the OPA and the Guild. All costs of mediation shall be borne by the City.

3.11 Rapid Adjudication

A. The parties agree to pilot a process of Rapid Adjudication during the term of this Agreement. There are situations when an employee recognizes that their conduct was inconsistent with required standards and is willing to accept discipline for the policy violation rather than requiring an extensive investigation by OPA.

B. 1. Employee Initiated.

Included in the initial notice will be information about the Rapid Adjudication process. Within five (5) days of receiving the initial notice under 3.6.A, the employee may request starting Rapid Adjudication. The OPA (in consultation with the Chief or designee) will have ten (10) days to determine whether the case is appropriate for Rapid Adjudication and if so, to provide a recommendation for discipline or a range of discipline to the Chief (or designee). If the Chief (or designee) accepts the recommendation for Rapid Adjudication and the discipline or range of discipline recommended, then OPA will inform the employee (the "Acceptance Notice") and the 30-day period for submittal of the classification report and the 180-day period for investigation will be tolled upon notice to the employee. If the discipline involves suspension, the range of proposed discipline shall be a variance of no more than three (3) days. The employee shall have five (5) days to accept the discipline or range of discipline. If the offer is not accepted by the employee, the matter will be returned to OPA for investigation, with the 30 and 180-day timelines re-started at that time. If accepted, the employee's acceptance shall close the case. In cases where a range of discipline has been offered, the employee may request to meet with the Chief to provide him/her with information that the employee would like the Chief to consider in making a final determination on the amount of discipline within the range. The employee may have a Guild Rep at any such meeting.

2. OPA Initiated.

Prior to a classification report being issued, OPA may review the case and make a determination as to whether OPA believes the case is appropriate for Rapid Adjudication. If so, OPA will set forth the discipline, or range of discipline, it recommends and forward it to the Chief (or designee). The Chief (or designee) will approve or disapprove the recommendation for Rapid Adjudication, and the recommended discipline (or range of discipline) to be offered to the employee.

For those cases approved by the Chief (or designee), at or prior to the time that the classification report is issued, the OPA will provide notice to the employee explaining Rapid Adjudication and include the employee's option to elect Rapid Adjudication. The notice will include the proposed discipline (or a range of proposed discipline) that would be imposed if the employee elects to have the matter rapidly adjudicated. If the discipline involves suspension, the range of proposed discipline shall be a variance of no more than three (3) days.

Within five (5) days after receipt of the offer for Rapid Adjudication, an employee may inform OPA in writing, that the employee will utilize the Rapid Adjudication process and accepts the proposed discipline. Upon notification by the employee to the City of acceptance, the case will be closed. In cases where a range of discipline has been offered, the employee may request to meet with the Chief to provide him/her with information that the employee would like the Chief to consider in making a final determination on the amount of discipline within the range. The employee may have a Guild Rep at any such meeting.

- C. In all cases using Rapid Adjudication, the discipline imposed by the Chief will be final and binding and not subject to challenge or appeal through either the grievance procedure or the Public Safety Civil Service Commission. The discipline shall be non-precedent setting, although it may be used in any subsequent proceeding involving that employee.
- D. Neither the Department's proposed discipline, the willingness of the Department, OPA, and the employee to consider utilizing Rapid Adjudication, or rejection of Rapid Adjudication by the employee, may be offered as evidence in any subsequent proceeding. Additionally, If the employee rejects Rapid Adjudication, the fact that Rapid Adjudication was rejected will not be considered in any future deliberations on the case or in deciding any potential discipline. The rejection will not be part of the case file, but may be tracked

by OPA/OIG for purposes of systemic review.

3.12 Police Officers' Bill of Rights

- A. All employees within the bargaining unit shall be entitled to protection of what shall hereafter be termed as the "Police Officers' Bill of Rights," except as provided at subsection B below. The Police Officers' Bill of Rights spell out the minimum rights of an officer but where the express language of the contract or the past practices of the Department grant the officer greater rights, the express language of the contract or the past practices of the Department shall be rights granted the officer. The placement of the Bill of Rights within Article 3 rather than an Appendix to the Agreement is solely for convenience and is not intended to limit or expand the scope of its application, including the Department's past practices, which include but are not limited to the Bill of Rights being applied to Force Investigations Team (FIT) investigations.
- B. The Police Officers' Bill of Rights shall not apply to the interview of a named or witness employee in a criminal investigation by the Department that may be the basis for filing a criminal charge against an employee, except as follows:
1. The Department shall notify the named employee in writing at the beginning of any follow-up interview that the investigation is a criminal one; that the named employee is free to leave at any time; and that the named employee is not obligated by his/her position with the Department to answer any questions; and
 2. A witness employee shall be provided a written notice not less than one (1) calendar day prior to being interviewed in a follow-up Departmental criminal investigation advising them of the date, time and location of the interview, that the employee is to be interviewed as a witness in a Departmental criminal investigation, and which notice shall contain the following advisement: "As an employee witness in a Departmental criminal investigation, in accordance with the Police Officers' Bill of Rights, you have a right under *Weingarten* to have a Seattle Police Officers' Guild representative present at the interview should you choose."
- C. All other departmental interviews of employees in administrative misconduct investigations shall be conducted pursuant to the following conditions:
1. The employee shall be informed in writing if the employee so desires of the nature of the investigation and whether the employee is a witness or a named employee before any interview commences,

including the name, address of the alleged misconduct and other information necessary to reasonably apprise him of the allegations of such Complaint. For an EEO matter, the SPD Human Resources Director may be listed as the Complainant in the classification report. The employee shall be advised of the right to be represented by the Guild at the interview.

2. Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty unless the exigencies of the investigation dictate otherwise.
3. Any interview (which shall not violate the employee's constitutional rights) shall take place at a Seattle Police facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately, if he/she requests, with an attorney of his/her own choosing or a representative of the Seattle Police Officers' Guild before being interviewed. An attorney of his/her own choosing or a representative of the Seattle Police Officers' Guild may be present during the interview (to represent the employee within the scope of the Guild's rights as the exclusive collective bargaining representative of the employee). Officers will be allowed a reasonable period of time (not to exceed four (4) hours) to obtain representation. No officer shall be subject to discipline for failure to cooperate if the notice or time of the interview prevents him or her from exercising the right to obtain representation.
4. The questioning shall not be overly long and the employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls, and rest periods.
5. The employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.
6. It shall be unlawful for any person, firm, or corporation of the State of Washington, its political subdivisions or municipal corporations, to require any employee covered by this Agreement to take or be subjected to any lie detector or similar tests as a condition of continued employment.
7. If the City has reason to discipline an officer, the discipline shall be

administered in a manner not intended to embarrass the officer before other officers or the public.

3.13 Equal Employment Opportunity (EEO) Investigations

- A. Complaints of Discrimination, Harassment, Retaliation, and other matters related to EEO laws and regulations shall be investigated under supervision of the Human Resources Unit.
- B. EEO Investigations may be conducted by a sworn sergeant assigned to the Human Resources Unit (or if the sergeant position is civilianized pursuant to Appendix G of this Agreement, the civilian who replaced such position) or, in the Department's discretion, by a neutral civilian investigator with expertise in EEO investigations. Such outside investigator shall either be an EEO investigator employed by a City department other than SPD or an investigator retained by the City of Seattle.
- C. At the Department's discretion, an investigation may culminate in a written report or an oral report of investigative findings to the Human Resources Unit or command staff, as appropriate. No discipline may be administered without a written report. The Department shall at minimum provide the complaining employee a closure notice.
- D. The Department may, at any time, refer an EEO matter to the OPA for a disciplinary investigation. The provisions of Section 3.6 shall apply to EEO investigations.

ARTICLE 4 - EMPLOYMENT PRACTICES

- 4.1 Working Out of Classification - Any employee who is assigned by appropriate authority to perform all of the duties of a higher paying classification and/or assignment for a continuous period of one (1) day or any portion thereof or longer shall be paid at the first pay step of the higher position for each day worked at the higher classification and/or assignment.
- 4.2 Personnel Files
- A. The Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including the personal photograph, shall be confidential and shall restrict the use of information in the files to internal use by the Police Department or other police agencies, including the OIG, and other City employees with a reasonable need to have access to the file. The Chief may authorize disclosure on the same reasonable need to have access basis to a third party hired by the City to perform work for the City, such as an outside attorney working on a grievance arbitration or an independent investigator performing an EEO investigation for the City. A confidential log will be maintained of any such authorizations authorized by the Chief. This provision shall not restrict such information from becoming subject to due process by any court or administrative tribunal. It is further agreed that information shall not be released to outside groups without the approval of the Chief of Police and the individual employee when practicable. The employer shall notify the employee of any request by the media, by Public Records Act, or by subpoena (except in criminal cases where the employee is the suspect) for the contents of a personnel file. The employer shall use reasonable efforts to protect the confidentiality of such materials. Access to an employee's personnel file shall be recorded by a check-out system and the employee will be allowed to review the record of who has checked out their file.
- B. Employees shall be allowed to make written responses to any materials which are in their personnel files, and such responses shall be maintained in their personnel files.
- 4.3 Rehires - In the event an employee leaves the service of the Employer and within the next two (2) years the Employer re-hires said former employee in the same classification to which assigned at date of termination, such employee shall be placed at the step in the salary range which the employee occupied at the time of the original termination. Such previous time worked shall be included for the purpose of determining eligibility for service steps and longevity pay, and the employee's vacation accrual rate; in addition, the Chief of the Seattle Police

Department shall grant sick leave credits in accordance with the rehired employee's past service time.

- 44 Non-discrimination - It is agreed by the Employer and the Guild that the City and the Guild are obligated, legally and morally, to provide equality of opportunity, consideration and treatment to all members employed by the Seattle Police Department in all phases of the employment process and will not unlawfully discriminate against any employee by reason of race, disability, age, creed, color, sex, national origin, religious belief, marital status or sexual orientation.
- 45 Privacy - It is agreed by the Employer and the Guild that employees have a reasonable expectation of privacy in their assigned lockers and desks and their persons, provided that lockers and desks may be subject to routine inspection upon order of a Bureau Commander and they may be entered without prior notice under exigent circumstances upon the order of a Lieutenant or above, who is not a bargaining unit member. Justification for entry without prior notice shall be memorialized in writing at or near the time the order is given and provided to the employee within five (5) days of the action. Provided, however, that the Employer shall not be required to provide or exhibit a written order to either the employee or the Guild before undertaking the search.
- 46 In-Service Training
- A. During the term of this Agreement, the Department will offer a minimum of thirty-two (32) hours of training per member per year. Each year the training shall include: firearms and use of force; and first aid. The training shall also include, but not necessarily be limited to, two (2) of the following four topics:
1. Diversity and Ethics Training.
 2. Emergency Vehicle Operation.
 3. Defensive Tactics.
 4. New technology.
- Those topics that are not subjects of training in one year shall be subjects in the following year.
- B. The parties understand that because of availability of training facilities and other resources, not every member may receive each of the preceding types of training in each year.
- C. The City may substitute certified or accredited training programs provided by non-City entities upon notice to the Guild (i.e., Caliber Press Street Survival).
- D. If by December 1 of any given year an employee believes that they have not been provided with the required training, the employee shall notify his/her

Chain of Command. The Department will have sixty (60) days to remedy the situation.

- E. Members shall be required to report in writing any approved training course they take.

- 4.7 Seattle Center Employee Parking - Employees who are assigned to work at the Seattle Center and who desire parking privileges shall pay twenty dollars (\$20.00) a month for parking during working hours only, or twenty-five dollars (\$25.00) a month for parking during working hours and all other hours.

- 4.7.1 Parking – During the term of the Agreement, the City shall continue the current practice with respect to employee parking.

- 4.8 Employment Security - Labor and management support continuing efforts to provide the best service delivery and the highest quality service in the most cost- effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.

Labor and management agree that, in order to maximize participation and results from the Employee Involvement Committees (EIC), no one will lose employment or equivalent rate of pay with the City because of efficiencies resulting from an EIC initiative.

In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate his/her rights under this employment security provision.

- 4.9 The Employer and the Guild shall establish a Joint Labor-Management Committee (JLMC) composed of an equal number of Employer and Guild representatives, not to exceed a total of eight (8) members.
 - A. The Chief of Police or his/her designee shall be a member of the JLMC and shall be responsible for appointing the other Employer members, one of whom shall be the City Director of Labor Relations or his/her designee.
 - B. The President of the Guild or his/her designee shall be a member of the JLMC and shall be responsible for appointing the other Guild members.
 - C. The Chief of Police or his/her designee and the President of the Guild or his/her designee shall have the authority to appoint alternate members who

shall attend and participate at JLMC meetings in the absence of regular members.

- 4.9.1 The JLMC shall meet at the request of either party but not less than quarterly for the purpose of discussing matters related to productivity, efficiency, and concerns pertaining to the improvement of the Department and welfare of employees.
- 4.9.2 A party may have such resource persons attend meetings of the JLMC as the party deems necessary. The cost of such resource persons shall be borne by the party requesting the persons' attendance.
- 4.9.3 All decisions of the JLMC shall be reached by consensus. No decision of the JLMC shall be in conflict with the collective bargaining agreement. Any decision of the JLMC that has budgetary implications must be approved by the Chief of Police and may need to be legislated before it can be implemented.
- 4.9.4 The parties agree that the following shall be agenda items for discussion by the JLMC: vacation scheduling; changing the clothing allowance to a voucher and/or quartermaster system; the 72-hour notice provision, Section 7.3; access to, retention of, and the contents of personnel files; the procedures used by the City with respect to employees who initially fail to qualify with their firearms, Section 7.5; and alternative work shifts. The parties also agree that patrol shift start times would be an appropriate topic for an EIC.
- 4.10 Employee Involvement Committees – The parties agree to use the EIC process to address workplace issues. The JLMC shall charter EICs. Employee Involvement Committees shall have the authority to make recommendations to the JLMC on the respective workplace issues. EICs that are chartered for the purpose of addressing issues relating to an alternative work schedule shall include a specific recommendation regarding the manner in which training days will be scheduled to avoid creating an increase in overtime costs for training those employees working the alternative shift.
- 4.11 The Department is responsible for setting patrol staffing levels. Staffing levels will be based upon the shared objectives of addressing average workload, providing for reasonable safety and backup for patrol officers, and providing the highest level of public safety. Setting staffing levels for the purpose of meeting the City's service needs is not grievable pursuant to this agreement. The Department shall maintain, or assign as provided below, sufficient shift staffing in each precinct during all hours to ensure that officers have sufficient back up and other personnel resources to safely perform their job duties. Staffing levels for average workload are not presumptive evidence of minimum levels for reasonable safety.

Patrol shift supervisors shall make every reasonable and necessary effort to ensure

that safe patrol staffing levels are met during their assigned shifts. In the event that safe patrol staffing levels cannot be met during an assigned shift, on-duty patrol supervisors may utilize other on-duty uniformed resources, utilize ACT/CPT personnel, draw uniformed personnel from other precincts with available resources, and if those measures are unsuccessful, with approval of the appropriate lieutenant or precinct commander, utilize officers on an overtime basis.

Grievances related to this provision shall be filed at step one. If the grievance is not resolved at step one, it shall be forwarded to the JLMC at the next scheduled meeting for handling at step two. If the grievance is not resolved at step two it shall proceed to arbitration upon the request of either party in accordance with the arbitration provisions of Article 14 of this Agreement. A sustained grievance on this section that staffing levels created actual unsafe working conditions must be proven by a preponderance of the evidence.

- 4.12 Within sixty (60) days of a sergeant vacancy becoming available the vacancy will be filled with a permanent promotion.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

- 5.1 Hours of Duty – The normal work week for members affected by this Agreement shall be the equivalent of forty (40) hours per week on an annualized basis. The normal work day for patrol (including CPT, ACT and clerks) and for employees in the Canine and Mounted units shall be nine (9) hours a day, including mealtime. The normal work day for all other employees shall be eight (8) hours a day, including mealtime. For purposes of a nine (9) hour day in patrol, employees shall be allowed to return to assigned station no more than fifteen (15) minutes prior to the end of the assigned shift, to check out and finish shift completion tasks. Overtime shall not commence until the conclusion of the assigned shift. The normal schedule for employees other than those in patrol, Canine, Mounted, Harbor and the Communications Center shall be five (5) days worked and two (2) days off during a seven (7) day period. The normal schedule for employees in the Communications Center shall be six (6) consecutive days worked followed by two (2) consecutive days off, adjusted to provide one hundred and four (104) furlough days per year. The schedule for employees working a nine (9) hour day shall be adjusted to provide an average of one hundred and two (102) hours of delayed furlough time. An employee may, subject to administrative approval, elect to work a normally scheduled furlough day and take that day off at a later time if doing so will not cause the City to incur an overtime obligation.

When the Department implements a ten (10)-hour shift pursuant to the Memorandum of Agreement between the parties, the patrol shift times shall be as set forth below. At that time all references in this collective bargaining agreement to the patrol nine (9)-hour day will be eliminated or modified as appropriate.

1 st Shift:	0600-1600
2 nd Shift:	1000-2000
3 rd Shift:	1500-0100
4 th Shift:	1900-0500
5 th Shift:	2400-1000
Fixed Shift:	1900-0500*

*The Department will not deploy more than 11% of the patrol officers to the fixed shift. Personnel assigned to the fixed shift shall work the fixed days of Wednesday, Thursday, Friday and Saturday.

For ninety (90) days after the initial implementation, the Department may adjust the above shift start times by thirty (30) minutes earlier or later. After the ninety (90) days the shift times are fixed. Any adjustment to the shift times must be made Department wide.

Officers and sergeants will work different rotation cycles as established pursuant to the Memorandum of Agreement between the parties, as follows:

Cycle A: 3-3, 3-3, 3-3, 3-3, 4-2, 4-2, 4-2, 4-3

Cycle B: 4-4, 4-4, 5-3, 5-3, 5-3, 5-4

- 5.1.1 Except in the event of annual Seafair events, unusual occurrence, civil disorder or national disaster, no employee shall be required over his/her objection to work on more than one (1) day in excess of the normal work week.
- 5.1.2 In the case of annual Seafair events, the Department will first ask for volunteers to work overtime to supplement staffing; then assign bargaining unit members working a five (5)-days-on, two (2)-days-off schedule to work overtime if more staffing is required; before, finally, assigning overtime to employees in patrol. When employees are assigned overtime for Seafair events, those with the highest serial numbers will be called on first, except that Patrol First Watch employees will be assigned last. When Patrol First Watch employees are assigned overtime for Seafair events, such Patrol First Watch employees shall be assigned to work in decreasing order of their serial numbers with employees with the highest serial numbers assigned first.
- 5.1.3 The City shall continue the current practice with respect to the method for assigning staff for the Fourth of July.
- 5.2 Process for Staffing Special Events - The parties agree that the practice of “red dot days” that existed prior to the execution of this agreement shall be eliminated.

Restricting discretionary time off and canceling furlough days for the purpose of staffing special events shall require the approval of an Assistant Chief or above.

The following process shall be used for the purpose of staffing special events, whether scheduled or anticipated, that are thirty (30) or more calendar days in the future:

- A. Event planners shall seek volunteers for overtime on a Department wide basis before the Department restricts discretionary time off and cancels furlough days.
- B. The Guild shall be provided reasonable advance notice prior to the Department announcing the restriction of discretionary time off and/or the cancellation of scheduled furloughs.
- C. In the event that the number of volunteers is insufficient and/or additional staff is needed, the Department shall use the same process as is currently used for selecting employees to perform overtime for the 4th of July and

Seafair, as provided at section 5.1.2 of this Agreement.

- D. If a determination is made by the Department that the number of employees initially assigned overtime for a special event exceeds the number required, notification to those affected employees that their overtime is cancelled shall be provided in person, by telephone or voicemail message not less than seventy-two (72) hours prior to the start of the employee's scheduled overtime. If less than seventy-two (72) hours notice is provided, an employee whose overtime is cancelled shall receive three (3) hours pay at the overtime rate.

If there is less than thirty (30) days notice of the event or there are unanticipated changes to a pre-planned event that require significant additional staff, the Department may apply section 5.1.1 of this Agreement to obtain the necessary staff. If an anticipated event is cancelled or otherwise does not occur for whatever reason and volunteers or others originally assigned to the event are not needed, the Department will not incur any overtime as outlined in paragraph 'D' above.

The above process does not apply to restrict the day-to-day decisions necessary to maintain minimum staffing levels.

- 5.3 Alternative Shifts – The parties may, by mutual written agreement, establish alternative work shifts for work units within the Department, including those identified in Section 5.1. All requests for alternative shifts shall first be addressed through a JLMC process that may include an EIC, as described in Section 4.10.
- 5.4 Overtime - Except as otherwise provided in this Article, employees on a five (5) day schedule shall be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of eight (8) in one (1) day or forty (40) in one (1) scheduled week, and employees on a six (6) day schedule shall be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of eight (8) in one (1) day and for all hours worked on a scheduled furlough day. Employees on the nine (9) hour day schedule shall be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of nine (9) in one (1) day and for all hours worked on a scheduled furlough day.

Holidays, vacation, compensatory time, and sick leave time are counted as hours worked.

The Employer and the Guild agree that some training classes and/or seminars will be offered, sponsored, and controlled by organizations other than the Seattle Police Department, and attended by officers from other law enforcement agencies. In such cases where the schedule of training requires a nine (9) hour day (with one (1) hour for lunch), such schedule will be worked without additional compensation.

An employee on vacation may voluntarily work an overtime detail unrelated to their

normal assignment. The employee shall receive overtime compensation for the detail.

- 5.5 Overtime Minimum Pay - In the event overtime is not an extension either at the beginning or end of a normal shift, the minimum pay shall be three (3) hours at the time and one-half (1 1/2) rate. A shift extension is defined as reporting for duty within three (3) hours preceding or within one (1) hour following an officer's regularly scheduled shift. In the event an individual is called back to work overtime or for a Court appearance, he/she shall not normally be required to perform duties unrelated to the particular reasons for which he/she was called back to duty. Callbacks of an employee will be made only when it is impractical to fulfill the purpose of the callback at the employee's next regular shift. There will be no pyramiding of callback overtime pay within a three (3) hour period.
- 5.6 Overtime Pay for Court Appearances - The following schedule depicts minimum time allowed for court appearances or at any pre-trial hearing or conference. Any additional time beyond the minimums will be paid hour-for-hour.
- A. If the session starts less than two and one-half (2 1/2) hours before or after their shift, it will be considered a shift extension for court. Officers will be compensated for the amount of time spent before or after their shift at the straight-time rate of pay and for the time spent in court at the time-and-one-half (1 1/2) rate of pay on an hour-by-hour basis.
 - B. If the session starts two and one-half (2 1/2) or more hours before or after their shift, compensation will be for a minimum of three (3) hours at the time-and-one-half (1 1/2) rate of pay.
 - C. Officers on scheduled furlough, vacation or holiday, and subpoenaed for court or otherwise called in for court-related hearings, shall receive a minimum of three (3) hours overtime at the rate of time and one-half (1 1/2) their regular rate of pay. "Furlough" shall be defined as that period of off time which falls between the end of the last regularly scheduled shift of one (1) regular work week and the beginning of the first shift of the next regularly scheduled work week.
 - D. There will be no pyramiding of overtime minimum pay within a three (3) hour period or continuous to a three (3) hour period ending as such relates to court appearances described above. For example, if an officer is called in for a court-related hearing on his/her scheduled furlough day at 1100 hours, is released at 1200 hours, and then called back in at 1400 hours for a new case, the officer will receive three (3) hours of overtime minimum pay to cover the time between 1100 hours and 1400 hours and then will receive overtime pay at the time-and-one-half (1 1/2) rate on an hour-by-hour basis after that. Or, alternatively, if an officer is called in for a court-related hearing on his/her

furlough day at 1100 hours, is released at 1200 hours, and then called back in at 1500 hours for a new case, the officer will receive three (3) hours of overtime minimum pay to cover the time between 1100 hours and 1400 hours and then will receive another three (3) hours of overtime minimum pay to cover the time between 1500 hours and 1800 hours. (In the second example, an additional three (3) hours of overtime minimum pay begins at 1500 hours since there is a break in time between the expiration of the initial three (3) hours of overtime minimum pay and when the officer is called back to court. There is no pay for the time not worked between 1400 hours and 1500 hours.)

- E. For Morning Court: Officers may, at their option and with supervisory approval, be relieved before their normal shift is completed in lieu of the equivalent in overtime.

5.7 Overtime Pay for Off-duty Telephone Calls – As provided by Department policy, an off-duty employee will be compensated at the normal overtime rate of time and a half (1½) for one hour for each work-related telephone call that equals or exceeds eight (8) minutes. Such compensation shall include all necessary work-related calls subsequently made to an employee or by an employee in response to the initial call, during the one-hour period following the call. If the total duration of the necessary work-related calls exceeds one hour, overtime will be paid for the actual duration of the calls. Time spent listening to a recorded voice message, including time spent calling in to listen to a recorded message on the status of court cases, will not be compensated when the employee could have made the call while on duty. Time spent returning a call-in response to a message will be compensated in accordance with the above procedures and Department policy. Calls made without supervisory approval in violation of Department policy may subject the caller to discipline. Calls made by an outside agency or party or calls initiated by an employee without supervisory approval or facilitation by the Seattle Police Department will not be compensated. Employees assigned to the Fraud and Explosives Section and the Homicide Unit on approved on-call status will not receive overtime pay for telephone calls under this section.

5.8 Compensatory Time

- A. An employee, subject to Administrative approval, may have any earned overtime paid on the basis of compensatory time off.
- B. At no time shall the accumulated total of compensatory time off exceed forty (40) hours. Employees assigned to patrol may accrue at least twenty-seven (27) hours of compensatory time off at any one time. A request by a patrol employee to accrue more than twenty-seven (27) hours of compensatory time off is subject to the approval of the Chief or his/her designee.
- C. All compensatory time accumulated by an employee in excess of forty (40) hours shall be paid at the employee's then current rate of pay on the next

payday.

- D. Notwithstanding Section 5.5.A of this Article, all such compensatory time off shall be at time and one-half (1 1/2).
- E. Patrol employees must use accrued delayed furloughs or holiday time due them before using compensatory time in increments of one day or more.

5.9 On-call - The Employer and the Guild agree that the use of off-duty on-call time shall be minimized consistent with sound law enforcement practices and the maintenance of public safety. Off duty on-call assignments shall be for a fixed predetermined period of time. Employees formally placed on off duty on-call status shall be compensated on the basis of ten percent (10%) of straight time pay. If the employee is actually called back to work, the off duty on-call premium shall cease at that time. Thereafter, normal overtime rules shall apply. Effective the first pay period following ratification, SWAT members assigned to off-duty on-call status will be covered by this Article 5.9.

- A. On-call time at the ten percent (10%) rate shall be defined as that period of time during which an officer or detective is required by the Employer to remain available by telephone or pager to respond to a summons to duty and for which discipline may attach for failure to respond.
- B. The Employer and the Guild agree that the issuance of a pager to an employee does not always constitute placing the employee on on-call status. It is agreed that no employee shall be restricted in his/her movement or activities by the issuance of the pager. It is agreed that the Homicide Unit will be on-call at the ten percent (10%) rate for eight (8) hours per day unless a third shift is implemented and that the Bomb Squad will be on on-call and will be issued a pager. Other units will be assigned on-call as directed by the Employer consistent with sound law enforcement practices and will be minimized consistent with the needs of public safety.
- C. In the case of riot or other large-scale disturbance or incident requiring mass police presence, employees placed on on-call shall be compensated at the rate of fifty percent (50%) for each hour on-call.
- D. Officers utilizing the voluntary on-call program for reporting to court shall not receive any compensation while on-call.

5.10 Call back from Vacation

- A. In the event that an employee is required to be called back to work by the Department for any purpose or is compelled to respond to a work-related subpoena during a period of authorized vacation leave or days off adjacent

thereto, where the vacation time has been approved by the Department more than thirty (30) days prior to the callback, the employee shall have the option of receiving his/her regular straight-time pay for the day and a vacation day, or being paid the greater of the minimum call back payment (three (3) hours at time and one-half (1 1/2)) or overtime at the double time (2x) rate for the actual time worked on the callback.

- B. Employees shall not be placed on-call on days off adjacent to a vacation period unless emergency conditions exist.

5.11 Canine - The parties recognize that canine officers are required as part of their jobs to perform certain home dog-care duties. In order to compensate canine officers for such home dog-care work, the City shall release each canine officer from their regular duties with pay one hour per duty day worked. In addition, canine officers shall receive forty-five (45) minutes of compensatory time off for each furlough day on which the officer boards his/her assigned police dog at home. In lieu of receiving compensatory time off on their furlough days, officers shall have the option of kenneling the dog. Animals will continue to be kenneled at the Canine Center while their handlers are on vacation or absent from work more than four (4) consecutive days.

5.12 Off-duty Employment and Return to Duty

- A. If an off-duty officer engages in a self-initiated lawenforcement activity arising out of and related to his/her secondary employment, the officer will be paid by the off- duty employer until the end of the off-duty shift and will not be paid by the City.
- B. Under the following circumstances, an officer working off-duty will be paid hour- for-hour overtime by the City for the actual time spent performing a necessary law enforcement action upon approval by an on-duty supervisor prior to or as soon as practical after the law enforcement action is initiated:
 - 1. The officer is required by Department policy to take law enforcement action and doing so will prevent the officer from performing their off-duty job; or
 - 2. The officer is continuing to perform law enforcement activity that was self- initiated, as provided at paragraph A above, after the end of the off-duty shift.
- C. An officer working off-duty will be entitled to call-back pay if the officer is required by an on-duty supervisor to address a public safety emergency or to process an arrest, book a suspect, etc., and the duty will not permit the officer to return to his/her secondary employment before the off-duty shift has ended. If the officer is called to duty by the Department and able to return

to his/her secondary employment, the officer shall be compensated by the City at the rate of time and one-half (1½) for the actual time worked performing the Department duty.

- D. With the exception of court overtime, an officer will not accept payment from an off-duty employer for the same time that is paid for by the City. Any officer willfully collecting pay in violation of this provision will be subject to discipline.

ARTICLE 6 – SALARIES

6.1 Salaries shall be in accordance with the following schedule:

A. Effective January 6, 2021, the base wage rates, which include an across- the-board increase of 1.3%, for the classifications covered by this Agreement shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6mos</u>	<u>18mos</u>	<u>30mos</u>	<u>42mos</u>	<u>54mos</u>
Police Officer	\$7,061	\$7,572	\$7,916	\$8,220	\$8,633	\$9,245
Police Sergeant	\$9,516	\$9,927	\$10,638			

B. Effective January 5, 2022, the base wage rates, which include an across- the-board increase of 6.4% for the classifications covered by this Agreement, shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6mos</u>	<u>18mos</u>	<u>30mos</u>	<u>42mos</u>	<u>54mos</u>
Police Officer	\$7,513	\$8,057	\$8,423	\$8,746	\$9,186	\$9,837
Police Sergeant	\$10,125	\$10,562	\$11,319			

C. Effective January 4, 2023, the base wage rates, which include a total increase of 15.3% (comprised of a 5% cost-of-living increase and a 10.3% market increase) for the classifications covered by this Agreement, shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6mos</u>	<u>18mos</u>	<u>30mos</u>	<u>42mos</u>	<u>54mos</u>
Police Officer	\$8,662	\$9,290	\$9,712	\$10,084	\$10,591	\$11,342
Police Sergeant	\$11,674	\$12,178	\$13,051			

6.2 The City shall provide a total annual match of an employee’s contribution to the City’s voluntary deferred compensation program of a maximum of 3.5% of the top step base salary of Police Officer. In the event that the City is unable to provide a deferred compensation match because such a benefit is determined to be illegal,

the benefit shall be converted to an across-the-board percentage wage increase of 3.5%, less any savings accruing to the City under a deferred compensation match system because the deferred compensation match does not necessitate the payment of the same salary-dependent rollup costs (such as LEOFF contributions) as does an across-the-board wage increase. Effective January 1, 2019, the City's match shall increase to 4% of the top step base salary of Police Officer.

- 6.3 The City may hire employees, who satisfy the criteria for the City's lateral entry program, at salary step three through salary step five, depending upon prior experience.
- 6.4 Percentage salary premiums based upon the top pay step of the classification currently held by the employee receiving the premium, shall be paid for the following assignments in accordance with the following schedule:

<u>Assignment</u>	<u>Percentage</u>
Detective, while assigned from any classification in Section 6.1	4%
*Detective-Bomb Squad, while assigned from any classification in Section 6.1	9%
Detective-Homicide, while assigned from any classification in Section 6.1	6%
Detective- CSI, while assigned from any classification in Section 6.1	6%
Detective- FIT, while assigned from any classification in Section 6.1	6%
Diver, while assigned from any classification in Section 6.1	5%
Motorcycle Officer, while assigned from any classification in Section 6.1	3%
Canine Officer, while assigned from any classification in Section 6.1	3%

SWAT Member, while so assigned from any classification in Section 6.1	3%
Hostage Negotiator, while so assigned from any classification in Section 6.1	3%
Academy Instructor, while so assigned from any classification in Section 6.1	3%
Non-Patrol, while so assigned from any classification in Section 6.1	1.5%

*Includes 4% Detective and 5% hazardous duty premium pay.

Patrol Premium

An additional 1.5% of the base monthly, top- step salary for the classification held by the affected employee shall be paid as a premium to patrol officers and patrol sergeants, including those assigned to the Seattle Center, the Mounted Patrol and the Harbor Unit. Police Officers and Sergeants assigned to the D.W.I. Squad and A.M./P.M. Enforcement Squads will also be eligible to receive patrol premium pay- (however, they have not been eligible for patrol longevity, effective the first pay period after ratification they will become eligible for patrol longevity).

New hires will not be eligible to receive patrol premium pay until they have completed 5 years of service.

The above premiums shall be in addition to the regular salary of employees as specified in Section 6.1. There will be no pyramiding of specialty pays.

- 6.5.1 Longevity premiums based upon the top pay step of the classification currently held by the employee receiving the longevity, shall be added to salaries in Section 6.1 during the life of this Agreement in accordance with the following schedules:

NON-PATROL LONGEVITY

<u>Longevity</u>	<u>Percentage</u>
Completion of seven (7) years of service	2%
Completion of ten (10) years of service	4%
Completion of fifteen (15) years of service	6%
Completion of twenty (20) years of service	8%
Completion of twenty-five (25) years of service	10%
Completion of thirty (30) years of service	12%

PATROL LONGEVITY

In order to encourage experienced officers to remain in or to transfer back to the Patrol Division, the parties have agreed to the following Patrol Longevity provision:

Police Officers and Sergeants assigned to patrol duty (including those assigned to the Seattle Center, the Mounted Patrol, the Harbor unit, SWAT, and Canine units will be eligible for longevity premium pay, based upon the top pay step of the classification currently held by the employee receiving the longevity, in accordance with the following schedule. Effective the first pay period following ratification, Traffic and Gangs will be eligible for longevity pay, based upon the top pay step of the classification currently held by the employee receiving the longevity, in accordance with the following schedule:

<u>Longevity</u>	<u>Percentage</u>
Completion of seven (7) years of service	2%
Completion of ten (10) years of service	6%

Completion of fifteen (15) years of service	11%
Completion of twenty (20) years of service	12%
Completion of twenty-five (25) years of service	14%
Completion of thirty (30) years of service	16%

Longevity premiums shall be paid beginning with the first full pay period following the completion of the eligibility requirements. For the purpose of determining eligibility for longevity premiums, service shall be limited to continuous time served in good standing as a uniformed member of the Seattle Fire Department or a sworn officer or Police Cadet or Police Trainee in the Seattle Police Department.

6.5.2 Body Worn Video (BWV) Pay

Effective the first pay period after January 1, 2018, an additional two percent (2%) of the base monthly, top-step salary for the classification held by the affected employee shall be paid to employees required to wear BWV while on duty for the City. An employee will be eligible for the BWV pay upon successful completion of probation. Any employee who is in a unit that is not regularly assigned BWV, but who is deployed with a body worn video for a shift/assignment shall receive the BWV pay for the entire shift/assignment. The determination of which officers will wear (or not wear) BWV will be made by the Department.

All eligible employees who were required to wear a body worn video prior to the ratification of this Agreement shall receive BWV pay for the time period between the first full pay period following January 1, 2018 and the last pay period for which retroactive pay is calculated in implementing this Agreement. Any employee who reached the eligible criteria for BWV pay between January 1, 2018 and the last pay period for which retroactive pay is calculated in implementing this Agreement shall receive the retroactive BWV pay for the portion of the time from becoming eligible moving forward.

ARTICLE 7 - DEPARTMENTAL WORK RULES

7.1 Notification of Changes - The Employer agrees to notify the Guild in advance of significant anticipated departmental changes or hearings affecting working conditions of employees covered by this Agreement, and conferences in good faith shall be held thereon before such changes are placed in effect. For illustrative purposes, such changes would include but are not limited to changes in working hours, expansion or reduction of major services, and community relations programs. Transfers, reassignments, and emergency situations shall be excepted from this provision.

7.2 Clothing Allowance - Employees shall purchase clothing and equipment in accordance with department standards. When uniforms or equipment are to be modified, such changes shall be discussed with the Guild, who shall forward their input to the Chief of Police. Any employee hired on or after September 1, 1985, shall be paid \$500.00 for the cost of said items after completion of the academy and appointment as a sworn officer. In addition, each employee shall be paid \$550.00 annually beginning with eighteen (18) months of service from the employee's date of hire to cover the cost of replacement of said items. The Employer agrees to provide a fund to repair or replace clothes or equipment damaged in the line of duty.

Police officers and sergeants who are assigned to the Motorcycle Squad, Mounted Patrol or the Harbor Unit as divers will be eligible for a one-time reimbursement of up to \$500.00 each for the purchase of required items of clothing and/or equipment which are unique to those assignments, upon the showing of receipts of purchase, after one year of service in said assignment.

7.3 Work Rotation - The rotation of personnel between shifts shall be minimized within the limitations of providing an adequate and efficient work force at all times.

A. Except as provided below, the Employer will not arbitrarily change nor reschedule furlough days or scheduled hours of work in order to prevent the payment of overtime to an employee.

B. In certain specialized units (Traffic, Motorcycle, SWAT, K-9, Mounted, Intelligence, Community Police Teams, Proactive Teams, and Gang Unit), there may be a need for personnel to work hours other than those normally worked. In such cases, a 72-hour prior notification shall be given when changing work schedules; otherwise, the pertinent overtime provision will apply. Except in emergencies, personnel will not be required to work sooner than eight (8) hours following completion of the previous shift.

C. Except for the last sentence, the provisions of Section 7.3B above shall not apply to traffic control work at events at the major league baseball or football stadiums.

- D. Employees' shift hours (but not regularly scheduled furlough days) may be adjusted for training purposes, without the payment of overtime, provided the Department gives seven (7) days' advance notice.

7.4 Involuntary Transfer - An involuntary transfer is a permanent change in unit of assignment not requested by the employee.

- A. The Employer shall provide the employee with at least one pay period's advance notice of the transfer.
- B. The notice from the Employer shall list all current and anticipated openings for which the employee is qualified. The employee shall not be limited to the openings listed by the Employer, if the employee can make other arrangements. If multiple positions are available, the employee shall be permitted to select the position to which he/she shall be transferred.
- C. When an involuntary transfer is required to fill a vacancy, it shall be accomplished by inverse Department seniority.
- D. When an involuntary transfer is required as a result of a reduction in the number of available positions within a unit, it shall be accomplished by inverse unit seniority. If two or more employees are displaced and wish to transfer to the same available position, the employee with the most Department seniority will be transferred to the position.
- E. Any exceptions to the above shall be made by a Bureau Chief, who shall inform the involved employee(s) in writing. The exception must be necessary for bona fide operational reasons or to meet a specific Department need for special, bona fide qualifications or experience. In instances where more than one employee has the needed qualifications or experience, the least senior employee, as defined by subsection 7.4E above, shall be transferred.
- F. Upon the submission of a prompt written request, the employee's Bureau Chief or his/her designee shall meet with the employee to discuss the basis for the involuntary transfer.
- G. Prior to an involuntary transfer for inadequate performance, an employee will be given notice of the performance deficiencies and a reasonable opportunity to correct the deficiencies.

7.4.1 Disciplinary Transfer – A disciplinary transfer is a permanent change in unit of assignment that is imposed as discipline and shall be subject to the requirement of just cause.

7.4.2 Investigatory Transfers – An investigatory transfer is a temporary change in unit of assignment not requested by the employee that is made pending the completion of an investigation. The employee shall be provided notice of the available position(s) to which the employee may be transferred. If the notice includes multiple positions, the employee shall be permitted to select the position to which he/she shall be transferred. Upon completion of the investigation, if no misconduct is found, the employee may elect to return to his/her unit of assignment, except where a Bureau Chief determines that bona fide operational reasons exist to the contrary.

7.4.3 Temporary Assignments – A temporary assignment is a temporary change in unit of assignment for the purpose of filling a temporary vacancy or a grant funded position, or for training. During a temporary assignment, employees shall continue to accrue seniority in the unit from which they have been temporarily assigned. If a temporary assignment becomes a permanent assignment, the employee shall accrue seniority in the unit from the date of the temporary assignment.

7.4.4 Performance Based Transfers – A transfer based upon inadequate performance shall only occur if the Department has documented a repetitive performance deficiency and informed the employee, and the employee has had a reasonable opportunity to address the performance deficiency, normally no less than thirty (30) and no more than ninety (90) days. The performance deficiency to be corrected must be based on objective criteria that are evenly applied across similar units of assignment (for purposes of this provision similar units of assignment in patrol will be citywide across the watch). The performance deficiency identified as needing correction cannot be simply general statements. The employee shall be given a written explanation of 1) the concerns, which shall include sufficient facts or examples of the employee's failures to meet the objective criteria in order to assist the employee to understand the issue(s); and 2) specific actions the employee can take to satisfactorily address the employer's concerns. Prior to the written explanation document being given to the employee, it shall be reviewed and approved by the employee's Bureau Commander and the Department's Human Resource Director (or designee). When making the transfer, the Department will give good faith consideration to the employee's preference for a new assignment.

7.5 Firearms Required/Qualifications

A. No employee shall be required to work without a firearm except as provided below:

1. The Employer may require an employee to work for up to ten (10) days without a firearm in a position that does not require dealing with the public in person.
2. Within that ten (10) day period the officer will receive a psychological

evaluation, at the Department's expense, and the results of that evaluation will determine continuation of the employee's temporary assignment. Such evaluations shall be conducted in accordance with the Americans with Disabilities Act (ADA). This position would not be considered to be a limited duty assignment.

- B. Employees will be required to qualify with their service weapon at the range as a condition of employment. If an employee fails to qualify at the range, the employer shall provide remedial firearms training to the employee. If the employee still fails to qualify during the course of remedial training, the employee shall be allowed sixty (60) days from the conclusion of remedial training to demonstrate the ability to qualify. An employee who fails to qualify after remedial training shall be reassigned to an administrative position. The City shall notify the Guild when an employee fails to qualify after remedial training. The employee may appeal the reassignment to the Firearms Qualification Review Board (FQRB). During this 60-day period, the employee will be provided with a reasonable amount of additional target ammunition to assist the employee to gain proficiency, and, upon request, the Department may provide coaching from a member of the range staff.

If, at the conclusion of the 60-day period, the employee has still not qualified, the Employer may take appropriate measures with the employee. Should the employee be disabled or on sick leave during any portion of the 60-day period, the 60-day period shall be lengthened by the amount of the time the employee was disabled or on sick leave. Appropriate measures shall include, if the employee was formerly authorized to carry a revolver, affording the employee the opportunity to qualify with a revolver, which shall thereafter be the employee's service weapon until the employee qualifies with an automatic. The Department may not institute disciplinary measures against the employee for at least ten (10) days following the expiration of the 60-day period. If at any time during the pendency of the disciplinary action the employee qualifies with his/her service weapon, the disciplinary action shall immediately be terminated with no discipline issued to the employee based upon the failure to qualify and the employee shall be returned to the assignment held prior to the remedial training.

The FQRB shall be composed of one representative of the Training Section, one member appointed by the Chief, and one Guild representative. The FQRB shall meet within seven (7) days of receiving an appeal from a member and shall consider any written or oral information provided by the employee. The FQRB shall make a recommendation to the Chief concerning the reassignment of the employee and the training options available to assist the employee in qualification.

7.6 Bulletin Boards - The Seattle Police Officers' Guild shall be entitled to maintain one (1)

bulletin board in a conspicuous place in each outlying Police Precinct, the Operations Bureau and the Investigations Bureau.

- 7.7 Menial Tasks - The Employer shall not require an employee to perform work defined as janitorial or intentionally embarrassing in nature. An employee shall be responsible for the appearance of his/her work area, vehicle and other assigned equipment; provided further, an employee shall be responsible for the proper condition of his/her uniform, weapons and other items of personal equipment in his/her care and possession.
- 7.8 Sickness/Serious Injury in the Family - In the event of a sudden, unexpected, disabling illness, injury or condition to a member of the immediate family of an employee, said employee will be entitled to such release time as is reasonably necessary to stabilize the employee's family situation. Such release time may be granted by the employee's immediate supervisor for a period of up to two (2) days; provided, however, that any additional release time must be approved by the Employer or his/her designated representative. The employee will, upon request, provide the necessary documentation to establish the nature and duration of the emergency.
- 7.9 Employees covered by this Agreement shall be allowed to engage in off-duty employment subject to the same terms and conditions in effect on January 1, 1992. This provision is subject to the Secondary Employment reopener set forth in Article 21.
- 7.10 It is agreed that non-sworn personnel shall neither be dispatched to, nor assigned as a primary unit to, investigate any criminal activity.
- 7.11 Except for unusual circumstances, an employee who is to be transferred for thirty (30) days or longer by the Employer from one Unit, Shift (Day, Evening, Night) and/or Watch to another shall be given at least four (4) calendar days' notice prior to the effective date of the transfer.
- 7.12 A request for a leave of absence without pay shall not be unreasonably denied, consistent with available staffing levels. An employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period.
- 7.13 Performance Appraisals.
- A. An annual performance appraisal shall be conducted by the employee's immediate supervisor.
 - B. The employee's immediate supervisor shall meet with the employee for the purpose of presenting feedback about job performance. Performance

appraisals shall not include references to acts of alleged misconduct that were investigated and unfounded, exonerated or not sustained, or sustained and reversed on appeal. The employee shall be given an opportunity to provide written comments on the final appraisal including, but not limited to, agreement or disagreement with the information presented. The employee shall sign the appraisal to acknowledge receipt. Signing the appraisal shall not infer agreement with the review.

- C. If an employee wishes to challenge an appraisal, the following steps shall be taken in the following order:

STEP 1

Within fifteen (15) days of receiving the appraisal, the employee may request a meeting with his/her supervisor to address and challenge the appraisal. After the employee has provided the information associated with the challenge, the supervisor shall advise the employee as part of the meeting of his/her determination to either modify the appraisal or preserve it as written. The supervisor shall document the discussion with the employee. If the employee is not satisfied with the supervisor's response, he/she may appeal to Step 2.

STEP 2

Within fifteen (15) days following the meeting with his/her supervisor, the employee may request a meeting with the supervisor's commanding officer (or civilian equivalent) to address and challenge the appraisal. After the employee has provided the information associated with the challenge, the commanding officer shall advise the employee as part of the meeting of his/her determination to either modify the appraisal or preserve it as written. The commanding officer shall document the discussion with the employee. If the employee is not satisfied with the commanding officer's response, he/she may appeal to Step 3 only if the employee alleges: (1) factual inaccuracy in the appraisal, including references to acts of misconduct that were investigated and unfounded, exonerated or not sustained, or sustained and reversed on appeal; and/ or (2) lack of prior notice of the conduct that the supervisor has identified as part of the performance appraisal.

STEP 3

Within fifteen (15) days following the meeting with his/her commanding officer the employee may request, through the SPD Director of Human Resources, a review by the Performance Appraisal System (PAS) Review Board to address concerns of factual inaccuracy and/or lack of prior notice. The request must be submitted in writing and cite specific facts supporting the employee's allegation(s). The SPD Director of Human Resources will review the employee's request to determine if the criteria for an appeal have been met.

The Board shall consist of a total of six (6) members, three (3) selected by the Guild and three (3) selected by the Department. If due to scheduling conflicts the Board of six (6) is unable to meet within one month of employee's request for Board review, the Board may be composed of four (4) members, two (2) selected by the Guild and two (2) selected by the Department. No Board member may have been actively involved in conducting the performance appraisal of the employee appealing to the Board.

The Board shall review the relevant evidence, meet with the employee and the Department representatives responsible for the performance appraisal, and vote to determine to either modify the appraisal or preserve it as written. The SPD's Director of Human Resources will also attend the meeting. In the event the Board is unable to reach a majority decision, the final determination shall be made by the SPD's Director of Human Resources.

The decision of the Board/SPD Director of Human Resources shall be final and not subject to the grievance process or appeal to the Public Safety Civil Service Commission. Together with the decision, the Board may provide recommendations to the employee on how he/she can improve on weaknesses that are identified. The Board may also provide recommendations to the employee's Chain of Command on how to assist the immediate supervisor and employee in addressing any performance related or work relationship concerns.

- D. The Department may use performance appraisals, along with other relevant information, in determining the appropriateness of promotions and voluntary transfers, and as notice for the purpose of disciplinary actions. Employees may not appeal a performance appraisal used in making such determinations unless they do so within the timelines provided by subsection C above.

ARTICLE 8 - HOLIDAYS

- 8.1 Employees covered by this Agreement shall be allowed fourteen (14) holidays off per year with pay, or fourteen (14) days off in lieu thereof, for a total of 112 hours of paid holiday time, at the discretion of the Chief of Police, and Ordinance 97220, as amended, and all others in conflict herewith are hereby superseded. For purposes of holiday premium pay, holidays shall be defined as commencing at 0001 hours and ending at 2400 hours on the dates specified at Section 8.3 below.
- 8.2 Employees on pay status on or prior to October 1st shall be entitled to use of a personal holiday during that calendar year. Employees on pay status on or prior to February 12th shall be entitled to use a second personal holiday during that calendar year.
- 8.3 Employees covered by this Agreement who are scheduled to work during the holiday time periods enumerated below shall be compensated at the rate of one and one-half (1½) times their regular hourly rate of pay for each hour worked during said period. The dates of the holidays are set forth in parentheses; provided, however, there shall be no pyramiding of the overtime and holiday premium pay.

New Year's Day	(January 1st)
Martin Luther King, Jr.'s Day	(third Monday in January)
Presidents' Day	(third Monday in February)
Memorial Day	(last Monday in May)
Juneteenth	(June 19th)
Independence Day	(July 4th)
Labor Day	(first Monday in September)
Indigenous Peoples' Day	(second Monday in October)
Thanksgiving Day	(fourth Thursday in November)
The day immediately following Thanksgiving Day	
Christmas Day	(December 25th)

- 8.4 Whenever an employee has actually worked a holiday covered in Section 8.1 and the employee has not been given a day off with pay in lieu thereof and the employee is subsequently prevented from taking such a day off during that calendar year because of illness, injury or department work schedule, the employee may carry over to the next succeeding year such unused holiday time, or the Employer may compensate the employee at his/her straight-time hourly rate for said holiday time; provided, however, that in either case the total number of holidays carried over or paid shall not exceed the number of months remaining in the year at the onset of such illness or injury; provided further, the employee has made a conscientious effort to use his/her holiday time off.
- 8.5 When a LEOFF II employee is on disability leave or sick leave and a holiday occurs,

he/she shall be marked holiday on the time sheet. When a LEOFF I employee is on disability leave and a holiday occurs, he/she shall not be allowed to cash out that holiday or save it for future use. This provision shall not prevent the Guild from contesting the legality of such practice.

- 8.6 If an employee is required to work on July 4th and that day falls on his/her scheduled time off, the employee shall be compensated at the rate of double time for all hours worked.

ARTICLE 9 - VACATIONS

- 9.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 9.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period; except in the case of employees who work an alternative schedule whose work hours are equivalent to eighty (80) hours biweekly on an annualized basis.
- 9.2 "Regular pay status" is defined as regular straight-time hours of work plus any paid time off. At the discretion of the Employer, 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.
- 9.3 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. For purposes of the following table, the word "days" refers to eight- hour days.

<u>COLUMN NO. 1</u> <u>ACCRUAL RATE</u>		<u>COLUMN NO. 2</u> <u>EQUIVALENT ANNUAL</u> <u>VACATION</u> <u>FOR FULL-TIME EMPLOYEE</u>			<u>COLUMN NO. 3</u> <u>MAXIMUM</u> <u>VACATION</u> <u>BALANCE</u>
Hours on Regular Pay Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Working Hours Per Year	Maximum Hours
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

- 9.4 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.

- 9.5 Employees may, with Employer approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.
- 9.6 If an employee is unable to take vacation time due to the Employer's operational needs, and has exceeded his/her maximum balance, the employee may request the restoration of any lost vacation time. The request must be made in writing via the Chain of Command within thirty (30) days from the date of reaching the maximum balance. Approval will be at the discretion of the Chief of Police or his/her designee on a case-by-case basis.
- 9.7 "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 consecutive anniversaries of the employee's date of hire thereafter.
- 9.8 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 Chief of Police, such lesser fraction of a day as shall be approved by the department head.
- 9.9 An employee who retires or resigns or who is laid off after more than six (6) months' service shall be paid in a lump sum for any unused vacation he/she has previously accrued.
- 9.10 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.
- 9.11 Except for family and medical leave granted pursuant to Chapter 4.26, Seattle Municipal Code, 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 he/she has previously accrued or, at the Employer's option, the employee shall be required to exhaust such vacation time before being separated from the payroll.
- 9.12 Where a LEOFF II employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons only with prior approval of the Chief of Police or his/her designee. Except for family and medical leave granted pursuant to Chapter 4.26, Seattle Municipal Code, employees must use all accrued vacation prior to beginning an unpaid leave of absence; provided, however, that if an employee is utilizing long term disability insurance, the employee shall have the option as to whether to utilize sick leave, compensatory time, or vacation time prior to being placed on an unpaid leave of absence.
- 9.13 The Chief of Police 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.

- 9.14 In the event that an employee becomes seriously ill or seriously injured while he/she is on vacation, and it can be established that the employee is incapacitated due to the illness or injury, the day or days that he/she is sick under these circumstances shall be carried as sick rather than vacation, and he/she will for all purposes be treated as though he/she were off solely for the reason of his/her illness or injury. Upon request of the Employer, the employee shall submit medical documentation of the illness or injury from the attending physician.
- 9.15 All requests for vacation time of 10 days or greater submitted by January 31 of each year shall be made in the order of departmental seniority and returned either approved or denied by February 14. All vacation requests made after January 31 of each year shall be honored on a first-come, first-served basis.

It is understood, however, that the Employer has the right to decide whether or not the department's operational needs can accommodate vacation time being taken in any case.

If an employee is transferred at the employee's request, the employee shall not be allowed to displace the vacation time previously selected by any other employees, regardless of the respective seniority of the employees. If the employee is transferred at the Department's behest, the Department will honor the vacation requests of all existing employees and the transferring employee.

ARTICLE 10 - PENSIONS

- 10.1 Pensions for employees and contributions to pension funds will be governed by the Washington State Statute in existence at the time.

ARTICLE 11 - MEDICAL COVERAGE

- 11.1 Medical coverage shall be provided in accordance with the laws of the State of Washington, RCW 41.20.120 and/or RCW 41.26.150.
- 11.2 For employees covered by this Agreement who were hired before October 1, 1977, and are covered by State Statute RCW 41.26, the City will provide a medical care program, as established by the City, for the dependents of eligible employees pursuant to Ordinance 102498, as amended.
- 11.3 For employees covered by this Agreement who are not covered by State Statute R.C.W. 41.26 or who are hired on or after October 1, 1977, and who are not entitled to medical coverage under State Statute R.C.W. 41.26, the City shall provide a medical care program, as established by the City, for eligible employees and their eligible dependents.
- 11.4 The City shall pay ninety-five percent (95%) of the self-insured Seattle Traditional and Seattle Preventive monthly cost for the medical care programs cited in Sections 11.2 and 11.3, and employees shall pay, through payroll deduction, the remaining five percent (5%) of the monthly cost.
- 11.5 The City shall provide information to the Guild by August 15, including claims experience and health care cost trends utilized by the City to actuarially determine the subsequent year's rates, together with the City's actuarially determined rates for the self-insured Seattle Traditional and Seattle Preventive plans available to bargaining unit members. (For example, for 2009, the City shall provide claims experience and cost trend information to the Guild by August 15, 2008.) The City shall utilize the same actuarial methodology in determining health care rates for each respective plan as was utilized by the City to establish the rates for each respective plan for 2005. If the Guild elects to challenge health care rates established by the City for the identified plans, it shall do so through the initiation of a grievance at Step 3 of the grievance procedure set forth at Appendix A of this Agreement by no later than September 30 of the calendar year preceding the rate change (e.g., September 30, 2008 for 2009 health care rates).
- 11.6 The City shall pay ninety-five percent (95%) of the Kaiser Standard Plan's (formerly Group Health Cooperative) monthly premium, for the medical care programs cited in Sections 11.2 and 11.3, now funded by the City. Employees that subscribe to the Kaiser Standard Plan shall pay the remaining five percent (5%) of the monthly premium cost.

The City will provide a vision care benefit under the Kaiser Plan. The City shall pay ninety-five percent (95%) of the additional cost for providing the vision care benefit

under the Kaiser Standard Plan, with employees paying the remaining five percent (5%).

- 11.7 Employees may enroll in the Kaiser Deductible Plan that is offered to other City employees. The benefits of the plan are subject to change as determined by the City's Labor-Management Health Care Committee and employees shall be advised of such changes during the annual open enrollment period. For the calendar years 2021-2023, during the term of this Agreement, the City shall pay ninety-five percent (95%) of the Kaiser Deductible Plan's monthly premium. Employees that subscribe to the Kaiser Deductible Plan shall pay the remaining five percent (5%) of the monthly premium cost for each calendar year during the term of this Agreement.
- 11.8 Except as otherwise provided in this Agreement, the Seattle Traditional and Seattle Preventive self-insured plan designs shall remain as they existed for the 2021 program year and shall remain unchanged during the term of this Agreement, except by mutual written agreement of the parties.
- 11.9 Retirees under the age of 65 (including those who separate and are eligible at the time of separation to receive a monthly LEOFF retirement benefit but elect to defer receiving the monthly benefit until a later date) shall be entitled to participate in the medical plans offered to active Guild members and the retiree medical plans available to other City employees. The costs of the plans shall be paid by these retirees. These retirees may elect to obtain coverage for their dependents at the time of retirement pursuant to the same eligibility requirements as may active members. The City will provide this option to these retirees with tiered-rates.

These retirees must select a particular medical option which will remain in effect until age 65. These retirees must elect coverage within thirty-one (31) days of their LEOFF retirement or the date their COBRA benefits expire or, if they are rehired by the City in a civilian capacity and they have no break in coverage under the medical plans offered to City employees, within thirty-one (31) days of their separation from City service. These retirees can enroll eligible family members who were enrolled on a City medical plan immediately prior to retirement. They can later remove dependents but cannot add any dependents after the initial enrollment period; provided that enrollment of a spouse or domestic partner may be delayed while the spouse or domestic partner is covered through their employer. When the spouse or domestic partner loses such coverage, they may enroll in the retiree plan within thirty-one (31) days of the loss of coverage upon providing proof of loss of coverage. If a retiree declines coverage during the applicable enrollment period, the retiree and the retiree's spouse or domestic partner and dependents cannot enroll at a later date.

Any benefit changes to the plans for Guild members and other City employees who are active employees will automatically apply to the respective retiree plans.

- 11.10 The health care programs cited in Section 11.2 and Section 11.3 above do not have to remain exactly the same as the programs in effect upon the effective date of this Agreement but the medical benefits shall remain substantially the same. The City may, at its discretion, change the insurance carrier for any of the medical benefits covered above and provide an alternative plan through another carrier. However, any contemplated modification(s) to the medical benefits afforded under the existing health care program(s) or a change in carrier(s) shall first be discussed with the Guild. If a carrier is unable or unwilling to maintain a major benefit now covered under said plans, the parties to this Agreement shall enter immediate negotiations over selection of a new carrier and/or modification of the existing plan.
- 11.11 During the term of this Agreement, the Employer may eliminate the insurance carrier for any of the medical 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 benefits and is more cost effective. The Employer, at its discretion, may provide, and later discontinue if it deems appropriate, any other medical care options in addition to those cited in Sections 11.2, 11.3 and 11.5.
- 11.12 Changes In Health Care Plan Third-Party Administrators And/Or Provider Networks - During the term of the collective bargaining agreement and consistent with section 11.9 of the agreement, the City shall have the right to contract with and/or change one or more third party administrators for health care benefit plans, and to change provider networks, even though such a change may exclude the health care providers of some employees from coverage under the City's benefit plans, if benefits remain the same. The City shall provide SPOG with at least thirty (30) days written notice of any change of provider networks, and/or third-party administrators.
- 11.13 Employees who are catastrophically disabled as defined in the Jason McKissack Act will have access to the medical, dental and vision benefits as required by said Act and as outlined in the "Benefits Exception Approval Request" signed by the SDHR Director on May 10, 2012.

ARTICLE 12 - DENTAL CARE

- 12.1 Pursuant to Ordinance 100862, as amended, the City shall provide a dental care program, as established by the City, for eligible employees and their dependents.
- 12.2 The City shall pay one hundred percent (100%) of the monthly premium for the dental care program now funded by the City. The per person annual maximum benefit shall be two thousand five hundred dollars (\$2,500).
- 12.3 The Employer shall provide through its dental care plan orthodontic coverage for adults and dependents under the age of 19. This benefit shall provide 50% of the usual, customary and reasonable charges for orthodontic work, up to a maximum of \$3,000 in benefits for each eligible individual. For example, if the orthodontic bill is \$1,400, the dental program will pay \$700.

ARTICLE 13 - SICK LEAVE AND LONG-TERM DISABILITY

- 13.1 Employees covered by this Agreement who are not covered by State Statute R.C.W. 41.26 shall receive sick leave benefits provided to other City employees under Ordinance 88522 as amended, and as provided in Section 13.4 below.
- 13.2 Employees covered by this Agreement hired on or after October 1, 1977, who are not entitled to disability leave under State Statute R.C.W. 41.26, shall be granted sick leave benefits as provided under Ordinance 88522, as amended and as provided in Section 13.4 below. Upon retirement or death or service-connected disability, twenty five percent (25%) of an employee's unused 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 the employee's retirement. Employees, who separate and are eligible at the time of separation to receive a monthly LEOFF retirement benefit and elect to defer receiving the monthly benefit until a later date, shall be entitled to the same sick leave cashout benefit as if they were receiving a LEOFF retirement benefit.
- 13.3 Under the terms of the parties Memorandum of Understanding, dated February 3, 1999, the City shall provide mandatory payroll deduction for the monthly premium costs of a disability insurance plan to be selected periodically and administered by the Guild.
- 13.4 Sick Leave Incentive - Effective September 1, 1986, employees covered by this Agreement, hired on or after October 1, 1977, who are not entitled to disability leave under State Statute R.C.W. 41.26, shall be eligible for the following sick leave incentive program:
- A. Employees who use no sick leave in a payroll year shall have sixteen (16) hours of additional sick leave credited to their account for the next year;
 - B. Employees who use two (2) days or less of sick leave in a payroll year shall have twelve (12) hours of additional sick leave credited to their account for the next year;
 - C. Employees who use four (4) days or less of sick leave in a payroll year shall have eight (8) hours of additional sick leave credited to their account for the next year.

Such incentive sick leave shall be subject to all rules, regulations and restrictions as normally earned sick leave, except as provided below.

- D. Incentive sick leave may be used only after all regular sick leave has been used.

- E. Incentive sick leave may not be cashed out or applied to the payment of health care premiums pursuant to Section 13.2 above.
- F. If an employee is absent from work due to an on-duty injury or illness or a leave of absence, for thirty (30) days or more, the amount of incentive sick leave that can be potentially earned will be proportionally reduced.
- G. To be eligible for incentive sick leave in a given payroll year, an employee must have been appointed to a rank covered by this Agreement prior to January 1st of said payroll year.
- H. Any sick leave benefits used by officers for any illness or injury covered by the State Industrial Insurance and Medical Aid Acts will (1) not be counted as sick leave used for purposes of computing whether an employee is entitled to the incentive provided herein; and (2) will first be subtracted from the separate balance of incentive sick leave existing under this Article before any deductions are made from the officer's regular sick leave account.

ARTICLE 14 GRIEVANCE PROCEDURE

- 14.1 Any dispute between the Employer and the Guild concerning the interpretation or claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. Such a dispute shall be processed in accordance with this Article. For purposes of processing, grievances will be categorized in two ways: “Discipline Grievances” and “Contract Grievances”.

Discipline Grievances cover the challenge to a suspension, demotion, termination or transfer identified by the Employer as disciplinary in nature. Any grievance challenging such discipline shall be considered a Discipline Grievance, even though the grievance may involve other contractual issues as well. A Discipline Grievance will be initiated at Step 3 and may include additional related grievance(s) regarding an interpretation or claim of breach or violation of the terms of the Agreement, which may be added per Section 14.2 Step 4.

Contract Grievances cover all other grievances that do not fit in the definition of “Discipline grievance” including other types of discipline. A Contract Grievance will be initiated at Step 1 or as provided for in Section 14.3.

There shall be no change in the nature of any Contract Grievance after it is submitted at step 2 or above. Any disputes involving Public Safety Civil Service Commission Rules or Regulation shall not be subject to this Article unless covered by an express provision of this Agreement.

An employee covered by this Agreement must, upon initiating objections relating to actions subject to appeal through either the grievance procedure or pertinent Public Safety Civil Service appeal procedures, use either the grievance procedure contained herein or pertinent procedures regarding such appeals to the Public Safety Civil Service Commission. Under no circumstances may an employee use both the grievance procedure and Public Safety Civil Service Commission procedures relative to the same action. If there are dual filings with the grievance procedure and the Public Safety Civil Service Commission, the City will send a notice of such dual filings by certified mail to the employee(s) and the Guild. If both appeals are still pending after thirty (30) days from the receipt of such notice by the Guild, the appeal through the grievance shall be deemed withdrawn. The withdrawn grievance shall have no precedential value.

- 14.2 A grievance as defined in Section 14.1 of this Article shall be processed in accordance with the following procedure:

Step 1

Contract Grievance:

All Contract Grievances shall be submitted in writing generally describing the nature of the grievance by the aggrieved employee to his/her Lieutenant within thirty (30) calendar days of the day the employee knew or should have known of the alleged contract violation. The Lieutenant shall provide the City's answer to the grievance to the aggrieved employee and the Guild in writing within fifteen (15) calendar days after being notified of the grievance.

Discipline Grievance: this step does not apply.

Step 2

Contract Grievance:

If the Contract Grievance is not resolved pursuant to Step 1 above, the aggrieved employee may, if he/she still desires to pursue the grievance, submit the grievance in writing to the Guild. The grievance shall be reduced to written form by the Guild, stating the Section(s) of the Agreement allegedly violated and explaining the grievance in detail, including a description of the incident, the date the matter first came to the attention of the employee, the date the employee submitted the grievance to his/her Lieutenant, and the remedy sought. If it elects to do so the Guild shall submit the written grievance to the Chief of Police or his/her designee within fifteen (15) calendar days after the Step 1 answer is due, with a copy to the City Director of Labor Relations. The Chief of Police or his/her designee shall answer the grievance on behalf of the Department within fifteen (15) calendar days.

Discipline Grievance: this step does not apply.

Step 3

Contract Grievance:

If the Contract Grievance is not resolved pursuant to Step 2 above, it shall be reduced to writing in the same manner described in Section 2 and filed at Step 3. The Guild shall forward the Step 3 grievance to the City Director of Labor Relations with a copy to the Chief of Police within fifteen (15) calendar days after the Step 2 answer is due. The Director of Labor Relations or his/her designee shall investigate the grievance. Either the Director of Labor Relations or his/her designee, or the Guild may request a meeting between the appropriate parties to discuss the facts of the grievance and such a meeting shall occur within fifteen (15) calendar days from receipt of the Step 3 grievance. The Director of Labor Relations shall thereafter

make a recommendation to the Chief of Police. The Chief of Police shall, within fifteen (15) calendar days after receipt of the written grievance or the meeting between the parties, whichever is later, provide the Guild with his/her written decision on the grievance with a copy to the City Director of Labor Relations.

Discipline Grievance:

Discipline Grievances shall be submitted in writing by the Guild at Step 3 of the grievance process, within thirty (30) calendar days from the date of the final action by the City. Such a grievance may be general in nature and is not required to cite any contract violation other than lack of just cause; additional violations may be added pursuant to Step 4. The Guild shall forward the Step 3 grievance to the Department's Human Resources Director and the City Director of Labor Relations, with a copy to the Chief of Police. The Director of Labor Relations (or designee) shall investigate the grievance. Either the Director of Labor Relations, or the Guild may request a meeting between the appropriate parties to discuss the facts of the grievance and such a meeting shall occur within fifteen (15) calendar days from receipt of the Step 3 grievance. The Director of Labor Relations shall thereafter make a recommendation to the Chief of Police. The Chief of Police shall, within fifteen (15) calendar days after receipt of the written grievance or the meeting between the parties, whichever is later, provide the Guild with his/her written decision on the grievance with a copy to the Director of Human Resources.

Step 4

If the grievance is not settled at Step 3, the grievance may be referred to arbitration, to be conducted under the voluntary labor arbitration rules of the American Arbitration Association (AAA). Referral to arbitration by either party must be made within thirty (30) calendar days after the Step 3 response is due.

Contract Grievance:

Contract Grievances shall be accompanied by the following information:

1. Identification of the Section(s) of the Agreement allegedly violated.
2. Details or nature of the alleged violation.
3. Position of the party who is referring the grievance to arbitration.
4. Question(s) which the arbitrator is being asked to decide.
5. Remedy sought.

Discipline Grievance:

Discipline Grievances shall be accompanied by a copy of the information contained in the grievance submitted in the Step 3 notice. The arbitrator in a Discipline Grievance shall determine whether the Chief's disciplinary decision was for just cause and in compliance with this Agreement and, if not, what the remedy should be. In making determinations as to what the remedy shall be, the arbitrator will give deference to the Chief's judgment as to the appropriate disciplinary penalty so long as the disciplinary penalty is reasonable and consistent with just cause. In Discipline Grievances, if the Guild ultimately identifies other contract violations besides just cause, it shall notify the City no later than forty-five (45) days prior to the first day of the Discipline Grievance arbitration, unless the Guild has good cause to notify the City less than 45 days prior to the hearing. Such notification shall include a general explanation of the basis for the asserted Contract violation. Contract violations added at Step 4 as part of a Discipline Grievance proceed to arbitration with the Discipline Grievance.

Arbitration

An arbitration hearing shall generally be conducted within ninety (90) calendar days from the date the arbitrator provides potential dates to the parties, recognizing that the parties may extend the timeline to account for availability. Requests for an extension will not unreasonably be denied.

The Parties agree to abide by the award made in connection with any arbitrable difference.

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

- A. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- B. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Guild and union employees involved.
- C. For Contract Grievances the cost of the arbitrator shall be borne by the party that does not prevail. For Discipline Grievances, the cost of the arbitrator shall be split by the parties. Each party shall bear the cost of presenting its own case. However, with the exception of the subject employee in Discipline

Grievances, any employee who attends a Discipline Grievance as a witness during his/her off-duty time shall be compensated in accordance with Section 5.6 (Overtime Pay for Court Appearances) of this Agreement. In the event all the charges in the complaint are exonerated or unfounded, the subject employee will also be entitled to the overtime provision in Section 5.6.

- D. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.
- E. Any arbitrator selected under Step 4 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.
- F. Selection of Arbitrators. For all grievances governed by RCW 41.58.070, the arbitrator shall be assigned by PERC according to the statutory procedures. For all other grievances, the arbitrator shall be selected from a permanent panel of arbitrators created in the following manner. The parties will each submit a list of ten (10) acceptable arbitrators. The arbitrators submitted by each party shall be on either the AAA and/or the Federal Mediation and Conciliation Service (FMCS) panels of Pacific Northwest Arbitrators and will charge for travel only within Washington/Oregon. Any name on both the Guild and City lists is automatically on the panel. Each party will then have the opportunity to strike two names from the remaining names on the list of the other party. The parties will then randomize the list through an agreed upon methodology. Absent agreement on a methodology, names shall be randomized by the PERC (the "List"). The List will be used by the parties for arbitrator selection for the duration of the Agreement. Selection of an arbitrator will operate as follows:
 - 1. The parties will alternate who goes first, starting with the Guild going first in the first arbitration conducted under this Agreement.
 - 2. The party going first will have the option to strike or accept the top name on the List. The other party then will have the option to strike or accept the top name on the List. After each party has gone, the top name on the List will be the arbitrator that hears the grievance. Any arbitrator struck by a party, or selected to hear a case, shall rotate to the bottom of the list.
 - 3. The parties will continue sequentially down the List for all future arbitrations.

4. The List will remain in effect until a new collective bargaining agreement is reached, at which time the parties will go through the above process and update the List, thereby ensuring that there will be a sufficient number of labor arbitrators to resolve disputes. The List will be appended to the 2015 - 2020 collective bargaining agreement. In the event either party seeks to modify the selection process in negotiations for the 2021 bargaining agreement, and the parties are unable to agree, the status quo doctrine will be inapplicable to resolution of this issue in interest arbitration.
- 14.3 The Guild may file a Contract Grievance at the step appropriate to the status of the decision maker whose action was the basis of the grievance, but in no event shall the grievance be filed at a step higher than Step 3.
 - 14.4 The time limits for processing a grievance stipulated in 14.2 of this Article may be extended for stated periods of time by mutual written agreement between the Employer and the Guild, and the parties to this Agreement may likewise, by mutual written agreement, waive any step or steps of Section 14.2.
 - 14.5 If the City fails to comply with any time limitation of the procedure in this Article pertaining to a Contract Grievance, the matter will be settled in favor of the Guild's last requested remedy. If the aggrieved/Guild fails to comply with any time limitation of the procedure in this Article pertaining to a Contract Grievance, the grievance is withdrawn and the City's position sustained. If the Guild fails to file a Discipline Grievance within the time limit specified in Step 3, the City's position is sustained. While forfeiture under this clause will finally resolve the matter in dispute, it will not establish a precedent between the parties. If the City does not timely respond at Step 3 of a Discipline Grievance, the Discipline Grievance automatically advances to Step 4.
 - 14.6 Grievance settlements shall not be made retroactive beyond the date when the Guild knew or should have known of the existence of the grievance. Diligence in filing the grievance shall be relevant to the issue of the retroactivity of the arbitrator's award.
 - 14.7 A grievance decision at any step of the procedure in Section 14.2 of this Article shall not set a precedent, with the exception of Step 4. A decision at Step 1 shall be subject to reversal by the Employer within fifteen (15) days of the date a Bureau Chief or the Chief of Police knew or should have known of the Step 1 decision. In the event a decision is set aside as described in this Section, the ensuing grievance time limits shall become operative when the Guild is notified of the reversal.
 - 14.8 Employees covered by this Agreement will follow all written and verbal directives which are alleged to be in conflict with the provisions of this Agreement. Disputes concerning conflicts between directives and the contract may subsequently be

addressed through the grievance procedure.

- 14.9 As an alternative to answering the Step 3 Contract Grievance or conducting an investigation or meeting at Step 3, the Director of Labor Relations after consultation with the Chief of Police may, in writing, refer the Contract Grievance back to the Guild. The Guild may then initiate Step 4 of this procedure within the time frames specified therein.
- 14.10 The parties may, by mutual agreement, submit any grievance for mediation prior to, during, or in lieu of the arbitration process.
- 14.11 The hearing before the arbitrator shall be recorded. If a transcript is requested by either party, that party shall bear the costs of producing the transcript for the arbitrator unless both parties wish to have a copy, in which case the costs of the transcription shall be evenly split by the parties. If neither party wishes that a transcript be prepared, but the arbitrator does, the parties shall evenly split the cost of the preparation of a transcript.

ARTICLE 15 - MANAGEMENT RIGHTS

- 15.1 The Guild recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

Among such rights is the determination of the methods, processes and means of providing police service, including the increase, or diminution, or change of operations, or police equipment, in whole or in part, including the introduction of any and all new, improved, automated methods of equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination or consolidation of jobs; provided, however, in exercise of such rights, it is not intended any other provision of this contract providing a specific benefit or perquisite to the police officer shall be changed, modified, or otherwise affected, without concurrence of the Guild. In establishing and/or revising performance standards, the Employer shall, prior to final formalization and effectuation, place them on an agenda of the Joint Labor-Management Committee for consideration and discussion, and shall give the Guild sufficient time and opportunity to study them and consult its members thereon.

- 15.2 Subject to the provisions of this Agreement, the Employer has the right to schedule work as required in a manner most advantageous to the department and consistent with requirements of municipal employment and the public safety.

- 15.3 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

- 15.4 Subject to the provisions of this Agreement, the Employer reserves the right:

- A. To recruit, hire, assign, transfer or promote members to positions within the department;
- B. To suspend, demote, discharge, or take other disciplinary action against members, other than probationary employees, for just cause, and to suspend, discharge or take other disciplinary action against probationary employees consistent with the rules of the Public Safety Civil Service Commission;
- C. To determine methods, means, and personnel necessary for departmental operations;
- D. To control the departmental budget;
- E. To determine reasonable rules relating to acceptable employee conduct. Rules restricting the lawful off-duty conduct of employees shall be authorized

by this Agreement or concern behavior which brings discredit to the employee in his/her capacity as a police officer, the Department or the City, or must otherwise be duty-related. Nothing herein shall allow the Employer the right to unreasonably restrict constitutionally protected activity by officers;

- F. To take whatever actions are necessary in emergencies in order to assure the proper functioning of the department; and
- G. To manage and operate its Departments except as may be limited by provisions of this Agreement.

15.5 The Chief of Police reserves the right to supplement the scheduled police staffing of special events with non-sworn volunteers. Nothing herein shall grant the City the right to expand the existing reserve program. "Supplement" in this context is defined as the utilization of non-sworn, unpaid civilian volunteers in positions that do not require (1) arrest power or authority; (2) use of force; (3) issuance of citations; (4) specialized police equipment other than that needed for communication; (5) immediate protection of life or property; (6) investigation of crime; or (7) taking of a police incident report. In all instances, volunteers would only be utilized in pre-planned community events where there was no event history or current information to substantiate a significant risk to persons or property, or a need for extraordinary police enforcement activity.

ARTICLE 16 - PERFORMANCE OF DUTY

- 16.1 Nothing in this Agreement shall be construed to give an employee the right to strike, and no employee shall strike or refuse to perform his/her assigned duties to the best of his/her ability during the term of this Agreement. The Guild agrees that it will not condone or cause any strike, slowdown, mass sick call or any other form of work stoppage or interference to the normal operation of the Seattle Police Department during the term of this Agreement.
- 16.2 Neither an employee nor the City will ask for or volunteer to waive any provisions of this contract, unless such waiver is mutually agreed upon by the Police Guild and the City.

ARTICLE 17 - RETENTION OF BENEFITS

- 17.1 Except as otherwise stated in this Agreement, the Employer agrees that in placing the terms of this Agreement into effect it will not proceed to cancel benefits or privileges generally prevailing for employees with knowledge of the Police Chief even though such benefits or privileges are not itemized in this Agreement.

ARTICLE 18 - SUBORDINATION OF AGREEMENT

- 18.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable Federal Law 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 and State Law are paramount and shall prevail.
- 18.2 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 19 - SAVINGS CLAUSE

- 19.1 If any Article of this Agreement or any Addendum hereto 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 Addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE 20 - ENTIRE AGREEMENT

- 20.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.
- 20.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, the Employer and the Guild for the duration of this Agreement, each voluntarily and unqualifiedly, agree to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to or covered in this Agreement.

ARTICLE 21 - DURATION OF AGREEMENT

- 21.1 Except as expressly provided herein, this Agreement shall become effective upon signing by both parties, and shall remain in effect through December 31, 2023. Written notice of intent to amend or terminate this Agreement must be served by the requesting party upon the other party at least five (5) months prior to the submission of the City Budget in the calendar year 2023 (as stipulated in R.C.W. 41.56.440).
- 21.2 Any contract changes desired by either party must be included in the written notice of intent to amend or terminate this Agreement described in Section 21.1 above or at the first negotiations session between the parties, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties in writing.
- 21.3 Either party may reopen this Agreement for the purpose of negotiating any mandatory subjects that may be associated with changes to the content and format of promotional examinations. This reopener may be exercised only if the issue is first discussed at the JLMC and the parties have been unable to reach agreement on the issue during JLMC discussions.
- 21.4 The City may re-open negotiations regarding patrol shift schedules. Should the City request such a re-opener, the parties agree the matters to be bargained shall include supervision, wages, and benefits.
- 21.5 For the duration of this Agreement, the City may reopen this Agreement on the issue of Secondary Employment. In the event the City does re-open, the Guild may re-open the Agreement on any economic issue that is directly related to and impacted by the change in Secondary Employment.
- 21.6 For the duration of this Agreement, the Guild agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts.
- 21.7 Re-Openers. The parties have agreed to re-open the Agreement on some topics. Each party recognizes the right of the other to establish its own internal process for review and approval of any tentative agreement reached during re-opener bargaining. Any such internal process will be disclosed to the other party.

Signed this _____ day of _____ 2024.

SEATTLE POLICE OFFICERS' GUILD

THE CITY OF SEATTLE
Executed under the Authority
of Ordinance _____.

President

Mayor

Vice President

Secretary/Treasurer

APPENDIX A - BODY WORN VIDEO

Effective the date of the City's adoption of the Body Worn Video policy in the SPD Manual (July 19, 2017), the parties agree as follows:

1. Employees may review their own recorded video except in instances of FIT investigations. The FIT manual outlines when employees may view video in those cases (for purposes of this CBA, "Type III force case"). See SPD Manual 16.090-POL-2.
2. The parties recognize that the inability to review video can impact reporting accuracy. They further recognize the likelihood that there may be differences and discrepancies between an employee's statement/interview and the video where the employee was prohibited from watching the video. The referenced protocol is intended to capture a "perceptual statement" untainted by the review of any external evidence. Differences between perception and other sources such as video may be due, among other things, to the limits of human perception and memory (e.g. – selective focus, influence of adrenaline, fight or flight response, tunnel vision) and expanded capacity of video sources (e.g. – wider field of vision and consistent focal range). As such, the parties agree that in disciplinary cases and appeals where the employee was not permitted to review video, the decision-maker should not automatically provide a video recording with greater evidentiary value than an employee's statement. The City has recognized that there are inherent limitations as to (i) what the human brain can attend to and cognitively integrate into memory; (ii) what ultimately solidifies into memory is only a fraction of all sensory inputs received; (iii) factors or events that may be perceivable at a scene and relevant to the subject report may not have solidified into memory at the time a report is drafted; and (iv) given that officers' reports and statements are written after an incident has resolved, away from the scene, and based on the recall ability of the officer at the time they are writing the report, an officer may not be able to recall at the time they are writing the report all information they in fact perceived that may be salient to the incident. The City recognizes that due to its prohibition of watching the video, the potential for accuracy of the statement/interview may be diminished. An officer may not receive any discipline for any allegation of wrongdoing based upon a difference or discrepancy between the officer's statement/interview prior to watching video evidence and any other evidence unless the City can prove that the employee knew the information was discrepant and provided the discrepant information with an intent to deceive the City.

APPENDIX B - FALSE ARREST

- B.1 The City acknowledges its obligations pursuant to SMC Chapter 4.64 to provide defense and indemnity to employees in accordance with the terms set forth in the SMC and the current practice as of June 1, 2018 on all mandatory subjects of bargaining related to providing defense and indemnity to employees.

APPENDIX C - EQUIPMENT REQUIRED

C.1 Firearms

- A. The Department policy on firearms applies to members of the bargaining unit. While on duty, officers shall be armed with those weapons approved by the Department.
- B. Upon service retirement from the Seattle Police Department, an employee may purchase from the Department, at market value, the service weapon he or she had been issued.
- C. An employee whose request to purchase a service weapon is denied shall have the right to appeal the denial to the Chief of Police or designee, whose decision shall be final and binding.

C.2 Ammunition

- A. Officers covered by this Agreement shall be provided with ammunition appropriate to their weapon and consistent with Department policy which will be of the best possible quality available for Police purposes. Employees shall, upon request, be issued two (2) months of their twelve (12)-month allotment of practice ammunition during any sixty (60)-day period, and shall use all practice ammunition at the range and return the brass to the range office at the conclusion of the practice. The Commander of Training has the discretion to issue employees additional practice ammunition.

- C.3 Vests - The Department shall, consistent with its policy, provide the employee with body armor of threat level II or IIIA. Newly-hired employees shall have the option of being provided a voucher in the amount of the Department's cost for the current Department-issued body armor. Exceptions to the requirement that the vest be threat level II or IIIA shall be handled according to Department policy. Vests shall be replaced whenever they are defective, but in no case longer than eight (8) years from their original purchase.

APPENDIX D - CIVILIANS IN THE OFFICE OF POLICE ACCOUNTABILITY

The parties agree as follows:

1. At any time after the date of signing, the City may supplement the existing investigator positions with up to two (2) additional civilian investigators, for a total of up to four (4) civilian investigators.
2. Any case that reasonably could lead to termination will have a sworn investigator assigned to the case.
3. Once the civilian investigators of OPA have been trained, the intake work for civilian initiated complaints will primarily be performed by civilian investigators. Sergeants may be assigned to fill-in or back-up a civilian investigator engaged in intake duties for civilian initiated complaints. All other intake and all investigations will be performed by both Sergeants and the civilian investigators (collectively the "Investigators"). It is agreed that while OPA civilian administrative personnel will not conduct investigations or intake duties, they will have responsibility for providing routine administrative support to the Investigators. Examples of duties that are considered administrative support are creating the IA-Pro file, adding documents to the file as directed by Investigators, and preparing routine response communications for Investigators such as a file closing letter. Examples of duties that are considered intake, and not administrative support, are conducting interviews, analyzing video, determining relevancy, determining policy violations, and drafting any non-routine communications.
4. The civilianization of OPA shall not result in the reduction of Sergeant FTE's in the Department. The FTE for any Sergeant position removed from OPA shall be transferred to another position in the Department.
5. Acting Sergeants currently on the Sergeant promotional roster may serve in OPA to fill a temporary vacancy limited to three (3) months. While at OPA, Acting Sergeants shall only perform intake duties and may be paired with a Sergeant to assist in investigations.

APPENDIX E - ACCOUNTABILITY LEGISLATION

The parties have successfully completed bargaining over the Seattle Municipal Code (SMC) changes contained in the Accountability Ordinance, which were contained in Council Bill #118969. Those SMC changes are referred to as the “Ordinance” in this Agreement. The results of the bargaining are incorporated into the Collective Bargaining Agreement including this Appendix (also referred to as the “Agreement” or “CBA”) between the parties. Recognizing the importance of proceeding with implementation of the Ordinance, and the need to protect the interests of both the Guild and the City, the parties hereby agree as follows:

1. The City may implement the Ordinance, consistent with the terms of the CBA including this Appendix.
2. The parties understand the importance of police accountability to the residents of Seattle. Over the years, the Guild has been a partner in accountability reforms, including the original establishment of the Office of Professional Accountability with a civilian director. The City recognizes the importance of this partnership. Consistent with the evolution of accountability in Seattle, the parties also recognize that policing in the 21st Century is dynamic and requires vigilance in order to ensure the processes and practices meet the needs of the public, the City, and the Guild. Since policing is an evolving process, and the Guild cannot be expected to agree with yet to be developed changes to mandatory subjects of bargaining, the parties hereby agree as follows:
 - A) Numerous sections of the Ordinance require the evaluation, recommendation, revision and/or development of policies, processes, standards, and practices. For example, some of these requirements are specifically identified (e.g. – take home cars and secondary employment in SMC 3.29.430, policies related to continuous improvement in 3.29.410, etc.) and others are part of the duties given to the parties (e.g. OPA Director shall strengthen the effectiveness of OPA investigations 3.29.120). To the extent any such requirements result in a proposed change to a mandatory subject of bargaining under RCW 41.56, the City agrees that by entering into this Appendix, SPOG is not waiving the right to bargain over the decision and/or effects of any such change.
 - B) For purposes of RCW 41.56 bargaining, the City will not assert i) that the parties’ agreement on the Ordinance satisfies the obligation of the City to give notice to SPOG regarding any as yet-to-be developed changes, and as such the Ordinance is not a waiver of bargaining rights related to such matters; and ii) a business necessity defense where the basis for the necessity is the Ordinance.
 - C) The parties also recognize that the City will monitor the progress made in the

creation of these improvements and may decide to consider revisions in the Ordinance. For purposes of RCW 41.56 bargaining, SPOG will not assert that by entering into this Appendix the City is prohibited from seeking further improvements in accountability.

3. In the event there is a conflict between the language of the Ordinance and the language of the CBA or the explanations and modifications in this Appendix, the language of the CBA or this Appendix shall prevail.
4. Disclosure of SPOG Names. It is understood that any report (which includes reviews/audits) prepared by the OPA, OIG, or CPC pursuant to the Ordinance will not identify a SPOG named employee, investigator, Guild representative or witness by name (or other unique identifier such as employee number or badge number). No SPOG employee will be identified by name (or other identifier) on any website required by the Ordinance. While nothing in this section 2 prohibits OPA from using the names of employees in documents prepared as part of an OPA investigation, such documents shall otherwise be subject to the provisions of this section, as well as Sections 5 and 6 below.
5. Public Disclosure Requests. The Guild understands there will be times when the City is required by law to produce records that have the name or other unique identifier of a SPOG employee. The City agrees that the release of a name or unique identifier that is required by public disclosure law only will be done if the information is requested pursuant to a specific public disclosure request and shall only be released as part of the response to that request.
6. Websites. Some provisions of the Ordinance require creation of publicly searchable websites/databases. SPOG employee names or other individual unique identifiers will not be included in the searchable public websites/database created pursuant to the Ordinance.
7. Just Cause. The parties recognize the principle of just cause, as provided for in the Agreement. The City confirms that any discipline of a bargaining unit employee requires just cause, and references in the Ordinance to performance expectations for SPOG employees will be as provided for in the SPD Manual.
8. Rapid Adjudication and Mediation. The parties have included both Rapid Adjudication and Mediation in the Agreement. The City agrees that these programs as set forth in the Agreement meet the goals of the Ordinance.
9. Civilianization. In the event the Chief believes that a body of work should be converted from sworn to civilians, other than as provided for in the Agreement, the City agrees that the proposal for these additional positions and/or additional work will be bargained under RCW 41.56 prior to the position(s)/work being civilianized.

10. Garrity. Without limiting other potential situations where Garrity could/would apply, the City agrees that in implementing the Ordinance it will comply with Garrity whenever it seeks to compel testimony during an OPA interview.
11. Commentary on Open Discipline Cases. The City agrees that no reports created pursuant to the Ordinance will be issued that provide substantive commentary about a specific disciplinary decision while the decision is on appeal.
12. The parties have also reached the following understandings on specific sections of the Ordinance. For ease of reference, the relevant language from the section is included below, followed by the agreement of the parties in italics.

3.29.010 (B) Purpose – Enhancing and sustaining effective police oversight
B. “...Office of Police Accountability (OPA) to help ensure the actions of SPD employees are constitutional and in compliance with federal, state, local laws, and with City and SPD policies, and to promote respectful and effective policing, by initiating, receiving, classifying, investigating, and making findings related to complaints of misconduct...”

The parties agree that the reference to “making findings related to complaints of misconduct” is not intended to change the existing process under which OPA recommends findings to the Chief, who is the final decision maker concerning discipline.

3.29.100 (G) Office of Police Accountability established – Functions and authority

G. OPA’s jurisdiction shall include all types of possible misconduct. In complaints alleging criminal misconduct, OPA shall have the responsibility to coordinate investigations with criminal investigators external to OPA and prosecutors on a case-by-case basis to ensure that the most effective, thorough, and rigorous criminal and administrative investigations are conducted.

The City agrees that the intent of the Ordinance is that OPA will not itself conduct criminal investigations, but rather that the OPA will have responsibility to coordinate its investigations with criminal investigators and/or prosecutors from the City or other jurisdictions

3.29.105 (C) Office of Police Accountability – Independence

C. Only the OPA Director or the OPA Director’s designee shall comment publicly on the specifics of any ongoing OPA investigation.

This section provides that only the OPA Director (or designee) may comment publicly on the specifics of an ongoing OPA investigation. The intent is to limit the public release of substantive details concerning the status of an OPA investigation. As such, communication concerning the status of an OPA investigation will be limited to the OPA Director (or designee). This section is not intended to prevent the Chief (or designee) from commenting publicly about SPD's involvement in the incident itself. Nothing in this section restricts a SPOG representative from commenting on the status of an ongoing investigation, so long as the representative makes it clear that the information is given on behalf of SPOG, and not the City or the Department.

3.29.120 (B) Office of Police Accountability Director – Authority and responsibility

B. Hire, supervise, and discharge OPA civilian staff, and supervise and transfer out of OPA any sworn staff assigned to OPA. OPA staff shall collectively have the requisite credentials, skills, and abilities to fulfill the duties and obligations of OPA set forth in this Chapter 3.29.

3.29.120 (E) Office of Police Accountability Director – Authority and responsibility

E. Ensure OPA policies and practices are detailed in, and in compliance with, the OPA Manual, which shall be updated at least annually. Such updates shall be done in accordance with a process established by the OPA Director that provides for consultation and input by OIG and CPC prior to final adoption of any updates.

3.29.140 (E) Office of Police Accountability – Staffing

E. The OPA Director and the Chief shall collaborate with the goal that the rotations of sworn staff into and out of OPA are done in such a way as to maintain continuity and expertise, professionalism, orderly case management, and the operational effectiveness of both OPA and SPD, pursuant to subsection 3.29.430.G.

3.29.430 (G) Recruitment, hiring, assignments, promotions, and training

G. The Chief shall collaborate with the OPA Director with the goal that sworn staff assigned to OPA have requisite skills and abilities and with the goal that the rotations of sworn staff into and out of OPA are done in such a way as to maintain OPA's operational effectiveness. To fill such a sworn staff vacancy, the Chief and the OPA Director should solicit volunteers to be assigned to OPA for two-year periods. If there are no volunteers or the OPA Director does not select from those who volunteer, the Chief shall provide the OPA Director with a list of ten acting sergeants or sergeants from which the OPA Director may select OPA personnel to fill intake and investigator positions. Should the OPA Director initially decline to select personnel from this list, the Chief shall provide the OPA Director with a second list of ten additional acting sergeants or sergeants for consideration. If a

second list is provided, the OPA Director may select personnel from either list, or from among volunteers.

The City confirms that all transfers in or out of OPA of bargaining unit members will be done in compliance with the CBA.

3.29.125 (E) Office of Police Accountability – Classifications and investigations

E. When necessary, the OPA Director may issue a subpoena at any stage in an investigation if evidence or testimony material to the investigation is not provided to OPA voluntarily, in order to compel witnesses to produce such evidence or testimony. If the subpoenaed individual or entity does not respond to the request in a timely manner, the OPA Director may ask for the assistance of the City Attorney to pursue enforcement of the subpoena through a court of competent jurisdiction.

3.29.240 (K) Office of Inspector General for Public Safety – Inspector General – Authority and responsibility

K. Issue a subpoena if evidence or testimony necessary to perform the duties of OIG set forth in this Chapter 3.29 is not provided voluntarily, in order to compel witnesses to produce such evidence or testimony. If the subpoenaed individual or entity does not respond to the request in a timely manner, the Inspector General may ask for the assistance of the City Attorney to pursue enforcement of the subpoena through a court of competent jurisdiction.

3.29.125 E and 3.29.240 K – The City agrees that these sections of the Ordinance will not be implemented at this time with regard to bargaining unit employees and their family members, and third party subpoenas seeking personal records of such employees and their family members. After the City further reviews questions raised concerning the authority and potential need for OPA and the OIG to issue such subpoenas, the City may re-open the Agreement for the purpose of bargaining over these sections of the Ordinance and the parties will complete bargaining prior to the OIG or OPA issuing subpoenas to bargaining unit employees and their family members, or a third party subpoena seeking the personal records of such employees and their family members.

3.29.125 (F) Office of Police Accountability – Classifications and investigations

F. Every OPA investigation shall have an investigation plan approved by the OPA Director or the OPA Director's designee prior to the initiation of an investigation. OPA investigation plans shall include the prioritization of the investigation within OPA's ongoing body of work, the witnesses to be interviewed, the perishable evidence to be prioritized, other material evidence to be obtained,

and the approach to addressing each allegation of possible policy violation or misconduct. If OPA is unable to investigate an allegation in the manner the OPA Director believes appropriate due to resource constraints in light of other investigation priorities, the investigation plan and case file should indicate that this intentional decision is being made regarding allocation of investigative resources.

The investigation plan shall be produced to the Guild after completion of the investigation and prior to the due process hearing.

3.29.125 (G) Office of Police Accountability – Classifications and investigations

G. In cases where a Sustained finding has been recommended by the OPA Director and hearing from the complainant would help the Chief better understand the significance of the concern or weigh issues of credibility, the OPA Director may recommend that the Chief meet with the complainant prior to the Chief making final findings and disciplinary decisions.

In the event the Chief meets with a complainant as provided in this section, notes will be taken at the meeting, and a copy of those notes will be made available to the Guild.

3.29.125 (H) Office of Police Accountability – Classifications and investigations

H. Consistent with subsection 3.29.240.D, the OPA Director shall establish in the OPA Manual a protocol for referral to OIG for classification and appropriate complaint-handling, such as Supervisor Action, investigation, or alternative resolution, any complaints involving OPA staff that cannot be handled within OPA due to a potential conflict of interest.

In the event the OIG conducts an investigation of a SPOG bargaining unit member assigned to OPA in order to avoid a conflict of interest, the procedures and protections provided for in the CBA will apply. In the event of such an investigation, the review and certification process normally performed by the OIG will be performed by the Seattle City Auditor.

3.29.130 (C) and (D) Office of Police Accountability – Classification and investigation timelines

C. SPD employees shall timely refer incidents involving possible policy violations and misconduct to OPA. Members of any SPD unit or board with authority to conduct administrative investigations or review compliance with policy also have a responsibility for ensuring complete and timely referral to OPA of any incident they review that involves such potential misconduct or policy violation.

D. If an SPD employee fails to timely refer a complaint to OPA the failure to refer shall also constitute misconduct subject to complaint and investigation, and

discipline under this Chapter 3.29 and the authority of the Chief. OPA shall initiate a complaint and investigation of such failure to timely refer.

3.29.400 (A) Reporting of potential misconduct and police accountability issues

A. SPD shall establish and maintain clear written policies requiring that significant matters coming to SPD's attention that involve potential police misconduct or policy violations are documented and forwarded in a timely manner to OPA, including cases originating from outside sources and from all SPD units or boards with authority to review compliance with policy or to conduct administrative investigative processes.

These sections of the Ordinance deal with the responsibility of employees to report to the OPA "possible policy violations and misconduct" and "potential misconduct or policy violations." Section 5.002 of the Seattle Police Department Manual, applicable to bargaining unit members, is titled "Responsibilities of Employees Concerning Alleged Policy Violations." This section of the Manual has been approved by the Monitor and the Court overseeing the DOJ Settlement Agreement. As stated in Section 5.002.5(a), "(A)ll allegations of serious policy violations will be referred to OPA for investigation." Conversely, "minor policy violations," defined as those that do not rise to the level of serious, are to be investigated by the Chain of Command. In order to avoid any conflict or doubt, it is agreed that the obligations provided for in these sections of the Ordinance will be interpreted in a manner consistent with Section 5.002 of the Manual.

3.29.130 (I) Office of Police Accountability – Classification and investigation timelines

I. To ensure the integrity and thoroughness of investigations, and the appropriateness of disciplinary decisions, if at any point during an OPA investigation the named employee or the named employee's bargaining representative becomes aware of any witness or evidence that the named employee or the employee's bargaining representative believes to be material, they shall disclose it as soon as is practicable to OPA, or shall otherwise be foreclosed from raising it later in a due process hearing, grievance, or appeal. Information not disclosed prior to a due process hearing, grievance, or appeal shall not be allowed into the record after the OPA investigation has concluded if it was known to the named employee or the named employee's bargaining representative during the OPA investigation, and if OPA offered the employee an opportunity to discuss any additional information and suggest any additional witnesses during the course of the employee's OPA interview.

The City agrees that this section will not be implemented during the term of this Agreement (including any holdover period). Instead, the parties will implement the following provisions. This agreement does not in any way change or impact the

application of any evidentiary standards applicable in grievance arbitration. In the interest of the Chief receiving relevant information prior to making a disciplinary decision, the parties have agreed that in the event new material evidence is presented to the Chief at a due process hearing, the Chief may return the matter to OPA, and the 180-day period will be extended to allow the OPA to investigate the new evidence and provide it to the Chief (see Article 3.5F) of the Agreement). Additionally, in order to minimize the likelihood that either party is unduly surprised at an appeal hearing, the parties agree that fifteen days prior to a discipline appeal hearing, each party will disclose any experts not previously used in the due process hearing or the grievance procedure.

3.29.145 (E) Office of Police Accountability – Reporting

E. Each year in June and December, OPA shall provide to OIG status reports regarding (a) all OPA cases that were referred by OPA for possible criminal investigations during the previous six months and (b) all OPA cases that were referred by OPA for possible criminal investigations in earlier periods and for which investigations remained open at any time during the current reporting period. These status reports shall include the nature of the criminal allegation, the case number, the named employees, the date of complaint, the timeliness of the criminal investigation, and the current status of the case.

The parties recognize that these are internal reports containing information about ongoing criminal investigations, and that it is necessary to include the named employee in the communication between OPA and OIG. If any of these reports are requested under the PRA or will otherwise be publicly released, references to a named employee will be redacted whenever permissible by law.

3.29.240 (C) Office of Inspector General for Public Safety – Inspector General – Authority and responsibility

C. Review OPA and SPD handling of allegations of misconduct, including directing audits and reviews of OPA classifications and investigations, directing any additional OPA investigation, and making certification determinations on OPA investigations.

The parties recognize that the OIG will have full and unfettered access to the operations of the Department. As an independent entity, the OIG is not part of the Department's Chain of Command. In any case when the OIG directs the OPA to conduct additional investigation, the additional investigation that OIG requests shall be documented in writing, and be included in the investigative file.

3.29.250 (A) Office of Inspector General for Public Safety – Review of OPA classifications

A. OIG shall conduct audits of random samples of classifications of all

misconduct complaints from the prior quarter to validate that OPA classifications were appropriately assigned for OPA investigation, Supervisor Action, or an alternative resolution, and that allegations and employees associated with the complaints were properly identified.

While OIG may audit, review and comment upon classifications, the classification will be issued by OPA, except when an investigation is conducted by OIG pursuant to SMC 3.29.125 (H).

3.29.300 (E) Community Police Commission established – Functions and authority

E. Identify and advocate for reforms to state laws that will enhance public trust and confidence in policing and the criminal justice system. Such advocacy may include, but is not limited to, reforms related to the referral of certain criminal cases to independent prosecutorial authorities, officer de-certification, pension benefits for employees who do not separate from SPD “in good standing,” and the standards for arbitrators to override termination decisions by the Chief.

While the Guild recognizes the right of the CPC to engage in advocacy, the Guild is concerned that inclusion of the examples in this section of the Ordinance could be perceived as support by the Guild for these examples. Recognizing the need to get the Ordinance in place, the City agrees it will remove the second sentence from the Ordinance. In so doing, the City reaffirms its support of CPC’s authority to identify and advocate for reforms to state laws that will enhance public trust and confidence in policing and the criminal justice system, as explicitly provided for in the first sentence of this section of the Ordinance, which will remain in place as written.

The Guild and the City further confirm that nothing in their agreement on this issue is intended to restrict or limit CPC advocacy.

3.29.350 (A-C) Community Police Commission – Appointment, removal, and compensation

A. CPC shall consist of 21 Commissioners, appointed and reappointed as set forth in this Chapter 3.29. The Mayor shall select seven Commissioners, the Council shall select seven Commissioners, and CPC shall select seven Commissioners, including the public defense representative, the civil liberties law representative, and the SPOG and SPMA representatives.

B. Each appointing authority shall provide a process that allows individuals to apply and be considered for appointment and shall ensure appointees meet the qualifications outlined in Section 3.29.340 and ensure the collective membership of CPC meets the requirements of subsection 3.29.360.B. The appointing authorities shall consult with one another prior to making their respective

appointments and reappointments. All Commissioners appointed or reappointed by the Mayor or CPC shall be confirmed by a majority vote of the full Council and shall assume office upon receiving Council confirmation; Commissioners appointed or reappointed by the Council shall assume office upon appointment or reappointment.

C. Commissioners in position numbers 1, 4, 7, 10, 13, 16, and 19 shall be appointed, and where applicable, reappointed by the Mayor. Commissioners in position numbers 2, 5, 8, 11, 14, 17, and 20 shall be appointed, and where applicable, reappointed by the Council. Commissioners in position numbers 3, 6, 9, 12, 15, 18, and 21 shall be appointed, and where applicable, reappointed by CPC. Position number 3 shall be designated for the public defense representative; position number 6 shall be designated for the civil liberties law representative; position number 15 shall be designated for the SPOG representative; and position number 18 shall be designated for the SPMA representative.

The City agrees that appointment of a SPOG representative to the CPC must be selected from a list of three (3) names provided by SPOG to the CPC.

3.29.400 (I) Reporting of potential misconduct and police accountability issues

I. Complaints against any employee of OPA, OIG, or the Office of the CPC where the allegation is discrimination, harassment, retaliation, or any other act that may violate Equal Employment Opportunity laws and policies shall be investigated by the Seattle Department of Human Resources.

The parties agree that this section is not intended to restrict bargaining unit employees from exercising any right to file complaints with other governmental agencies.

3.29.420 (A)(5) Disciplinary, grievance, and appeals policies and processes

A. (5). No disciplinary action will result from a complaint of misconduct where the misconduct comes to the attention of OPA more than five years after the date of the alleged misconduct, except where the alleged misconduct involves criminal law violations, dishonesty, or Type III Force, as defined in the SPD policy manual or by applicable laws, or where the alleged act of misconduct was concealed.

The parties have amended Article 3.6G of the Agreement, which will be applicable. The parties further agree that the existing phrase in Article 3.6G “where the named employee conceals acts of misconduct” includes but is not limited to misconduct where an employee fraudulently completes a timesheet because such act conceals the actual amount of time that was worked.

3.29.420 (A)(8) Disciplinary, grievance, and appeals policies and processes

A (8). SPD employees shall not use any type of accrued time balances to be compensated while satisfying a disciplinary penalty that includes an unpaid suspension

The parties agree that application of Section 3.4 of the Agreement meets the interests of the City, and thus will continue to be applicable.

3.29.420 (A)(9) Disciplinary, grievance, and appeals policies and processes

A (9) The City Attorney's Office shall determine legal representation for SPD in disciplinary challenges. The City, including SPD, shall not settle or resolve grievances or disciplinary appeals without the approval of the City Attorney's Office.

The parties confirm that this section of the Ordinance is not intended to alter the steps of the grievance process, or provide a mechanism for either party to void an agreement reached during the grievance process. Each party is expected to designate the representative(s) authorized to enter into a binding settlement agreement. While each party may have internal processes in place in terms of attaining authority for reaching an agreement, it is the responsibility of the representative to ensure internal processes have been complied with.

3.29.440 (F) Public disclosure, data tracking, and record retention

F. For sworn employees who are terminated or resign in lieu of termination, such that the employee was or would have been separated from SPD for cause and at the time of separation was not "in good standing," SPD shall include documentation in SPD personnel and OPA case files verifying (a) a letter was sent by SPD to the Washington State Criminal Justice Training Commission (WSCJTC) regarding de-certification and consistent with the requirements set forth in subsection 3.29.420.A.11; (b) whether action was taken by the WSCJTC in response to that letter; (c) that the Chief did not and will not grant the employee authorization to serve in a Special Commission capacity, as a reserve officer or as a retired officer in a private company that provides flagging, security, or related services; and (d) that the Chief did not or will not grant any request under the Law Enforcement Officers Safety Act to carry a concealed firearm. The latter two actions shall also be taken and documentation included in the SPD personnel and OPA case files whenever a sworn employee resigns or retires with a pending complaint and does not fulfill an obligation to fully participate in an OPA investigation.

The City recognizes that the scope of certification review by the WSCJTC is specified in RCW 43.101, and that this section of the Ordinance is not intended to expand or change the statutory process for WSCJTC review of certifications.

3.29.460 (B) and (C) Collective Bargaining and Labor Agreements.

B. The terms of all collective bargaining agreements for SPD employees, along with any separate agreements entered into by SPD or the City in response to an unfair labor practice complaint, settlement of grievance or appeal, or for other reasons, including those previously reached, shall be clearly and transparently provided to the public, by posting on the SPD website.

C. Whenever collective bargaining occurs, any separate agreements in place affecting ongoing practices or processes which were entered into by SPD or the City in response to an unfair labor practice complaint, settlement of grievance or appeal, or for any other reasons, shall be incorporated into the new or updated collective bargaining agreement or shall be eliminated.

Pursuant to SMC 3.29.460, the parties have reviewed all of their outstanding separate agreements. After determining which of those involve “ongoing practices or processes” under the Ordinance, the parties have agreed to incorporate the agreements listed Appendix G as part of the new collective bargaining agreement. It is understood that while the failure to incorporate an agreement involving an ongoing practice or process means that the agreement can no longer be enforced through the CBA, any such former agreement may still be relied upon for historical purposes or as evidence of past practice. While enforcement through the CBA has been “eliminated”, the former agreement may be used for historical or past practice purposes. In addition, as compliance with 3.29.460B, each of the incorporated agreements will be posted on the Department website. In addition, the parties agree that 3.29.460B is satisfied in full by posting CBA, the incorporated agreements, and any future agreements that change ongoing practices or policies on the Department website.

3.29.420 A(7)(a) Disciplinary, grievance, and appeals policies and processes

A. (7)(a). All appeals related to SPD employee discipline shall be open to the public and shall be heard by PSCSC.

The parties have agreed that appeals related to employee discipline can go through arbitration pursuant to the collective bargaining agreement or to the PSCSC. The City may re-open the Agreement for the purpose of bargaining over members of the public attending arbitrations, and the parties will not change their current practice until after a change is achieved through the negotiation process.

3.29.420 A(7)(b) Disciplinary, grievance, and appeals policies and processes

A(7)(b). The PSCSC shall be composed of three Commissioners, none of whom shall be current City employees or individuals employed by SPD within the past ten years, who are selected and qualified in accordance with subsection 4.08.040.A.

The parties have agreed that changes to the structure of the PSCSC contained in the Ordinance should be resolved through joint bargaining with the other interest arbitration eligible public safety unions. The Guild agrees to participate in such bargaining. During joint bargaining, the Guild will retain the ability to disagree with the position(s) advocated by the other unions, and may vote independently. If the event of such a disagreement, the City and Guild shall proceed to mediation and arbitration to resolve the matter. In the event other public safety unions refuse to engage in joint bargaining, the City may re-open the Agreement for the limited purpose of negotiating the changes in the Ordinance related to the structure of the PSCSC. The City agrees to defer implementation of this section until bargaining is completed on all issues for which bargaining is required.

3.29.420 A(7)(c) Disciplinary, grievance, and appeals policies and processes

A(7)(c). Oral reprimands, written reprimands, "sustained" findings that are not accompanied by formal disciplinary measures, and alleged procedural violations may be processed through grievance processes established by the City Personnel Rules or by Collective Bargaining Agreements, but no grievance procedure may result in any alteration of the discipline imposed by the Chief. Such grievances are not subject to arbitration and may not be appealed to the PSCSC or any other forum.

The City agrees that this section of the Ordinance shall not change the scope of matters that are subject to the grievance procedure and arbitration under the Agreement and to challenge/hearings under the PSCSC. In addition, the City confirms that operation of the grievance procedure and PSCSC can result in the alteration of discipline imposed by the Chief. Both parties recognize the right of the other party to utilize internal review processes prior to entering into a settlement of a grievance or a PSCSC appeal.

3.29.500 A Construction

A. In the event of a conflict between the provisions of this Chapter 3.29 and any other City ordinance, the provisions of this Chapter 3.29 shall govern.

The fact the new Agreement is implemented by Ordinance does not change or impact the agreements and understandings reached in this Appendix.

APPENDIX F – INCORPORATED MOUs/MOAs and OTHER AGREEMENTS ON ONGOING PRACTICES AND POLICIES

The following Memoranda of Understanding (MOUs) and Memoranda of Agreement (MOAs) are hereby incorporated into this Collective Bargaining Agreement:

August 1989	LTD
December 1996	Communications Center, Police Boat, etc.
September 1998	Off Duty Employment and Return to Duty, Telephone calls, LTD, etc.
February 1999	Off Duty Employment and Return to Duty, Telephone calls, LTD, etc.
September 1999	West Precinct Parking
March 2000	Meal reimbursement rate
March 2000	Water Rescue Work
April 2000	FRB
May 2000	FRB
June 2000	Police Boat 1 with Hale Pump
September 2000	Dive Work and Elliot Bay Patrols
September 2000	TRU Reporting, etc.
October 2000	Police Boat with Hale Pump
April 2001	Promotional Lawsuit
September 2001	Loss of Vacation time on LEOFF1
February 2002	ICV
February 2005	TRU/Reporting, Supplemental Benefits Eligibility, medical and EEO
March 2007	Part Time
April 2008	Holding Cell
April 2008	Park Rangers
August 2008	10 Hour Patrol Shifts
August 2008	AVL System
August 2008	TRU/COMM
September 2008	Recommendations 9,16,25
June 2009	Telephone Subpoenas
October 2009	Fire-UW Harbor
September 2010	Canine
December 2011	FRB
October 2012	Settlement Agreement-ICV
December 2012	Sick Leave
January 2013	Monitor-FRB
February 2013	Loudermill (Chain of Command/Salary) Article 3 and 6.6
August 2013	Sgt Staff Levels
August 2013	Confidentiality-Monitor Team
August 2013	Changes arising out of implementation of “agreements”
November 2013	License restrictions
March 2014	FIT implementation
September 2014	FIT interview procedures
October 2014	HQ Parking –Homicide and Robbery Detectives
September 2015	Sgt OPA Tenure, Transfers, and Longevity
January 2020	Implementation of WAPFML
July 2022	Community Response Group Implementation
January 2023	4/10 Shift Implementation

December 2023	Special Event Premium, Dual Dispatch Pilot and Park Rangers
December 2023	Special Event Staffing Pilot
June 2024	Use of Non-Sworn Police Department Personnel
Various Dates	Various Work Schedule Agreements

APPENDIX G – MISCELANEOUS

The Guild and the City of Seattle enter into the following agreements pursuant to their negotiations for the 2015-2020 collective bargaining agreement.

Contract Effectiveness

Unless otherwise provided in this Agreement (such as retroactive wages), the provisions of this Agreement shall become effective upon ratification by the parties.

Janus Compliance

In June of 2018, after the parties had been bargaining for several years, the US Supreme Court issued the *Janus v. AFSCME* decision (Janus). Rather than further delay resolution of the new contract, the parties have agreed to engage in negotiations immediately following ratification of the new Agreement in order to reflect compliance with Janus.

Office of Inspector General at Firearms Review Boards

In addition to the other agreements reached by the parties related to the OIG, the OIG may attend Firearms Review Boards and will in all respects be afforded the same access, participation, and treatment as be as the Monitor (see the January 18, 2013 MOU of the parties).

Transition From DRB to Arbitration.

All DRB's that are scheduled (meaning a neutral is selected) as of the date the City and Guild TA a new contract and begin the ratification process, will proceed as a DRB. All disciplinary appeals pending after that date will be scheduled as an arbitration, with the parties seeking to mutually agree upon an arbitrator and scheduling a hearing. Unless otherwise mutually agreed, in the event the new CBA is not ratified by either the Guild or the City, any scheduled arbitrations will be converted to a DRB, and all unscheduled appeals will remain as DRB's. The previously selected arbitrator will act as the Chair of the DRB. Assuming the CBA is ratified, the parties will implement the selection process for creation of a panel of arbitrators, as provided in the new CBA.

APPENDIX H-CLASSIFICATION REPORT EXAMPLES

In Article 3.6A, the parties agreed to provide examples of their shared understanding of classification report descriptions pursuant to the criteria set forth in 3.6A(iv). The following examples are hypotheticals, and use “Named Employee” and “complainant” since the examples do not have any specific names attached to them; the actual report would have the complainants name or state “anonymous complainant”. Either party may re-open this agreement on the limited issue of how OPA should deal with anonymous complaints when providing unit members information in the classification report. Those examples are as follows:

Directive 18-02 informed Named Employee #1 that you had to complete May Day training by April 20th. Records show that you failed to complete the training.

It is alleged that on Sept 3, 2018 at 1800 on 3rd and Pine, Named Employee #1 had contact with the complainant/subject. It is alleged that you violated the use of force policy when you failed to de-escalate and you tasered the complainant/subject. It is further alleged that NE #1 did not report the taser application to your supervisor.

Named Employee #1 failed to be truthful with OPA when you stated that you were not late on July 7 during your interview on September 5.

Named Employee #1 failed to give the complainant/subject your name when she asked for it while you were on a traffic accident at 44th Ave SW and California Ave SW at 1200 on or about December 12, 2007. You were rude and unprofessional when you raised your voice and in your communication to her, amongst other things asked whether she got her license from a cracker jack box.

It is alleged the Named Employee #1 initiated a vehicle pursuit pursuant to attempting to contact a suspect vehicle for a traffic violation, which fled the stop. Radio traffic clearly indicates NE #1 had activated her emergency equipment and was pursuing based off of a traffic violation and eluding alone, which was outside of Department policy. The pursuit was terminated by a monitoring sergeant. It is unclear if NE #1 properly terminated the pursuit pursuant to policy. A short time later Named Employee #2 re-initiated the pursuit with the offending vehicle, which was once again terminated by another monitoring sergeant. During the re-initiated pursuit NE #2 positioned his car across multiple lanes of traffic in what appears to be a pursuit-ending tactic.

MEMORANDUM OF UNDERSTANDING

Between the City of Seattle

and

The Seattle Police Officer's Guild

The purpose of this Memorandum of Understanding between the City of Seattle (the "City") and the Seattle Police Officer's Guild (the "Guild") is to memorialize agreements reached between the parties during negotiations for a new collective bargaining agreement.

AGREEMENT

Now, therefore, the parties agree as follows:

The City may use non-sworn Police Department personnel to perform the following work functions:

1. Respond to lost or missing property calls unless it is a weapon or a potentially stolen item.
2. Respond to found property calls, unless the caller believes the found item is stolen, related to a crime, or a weapon or narcotics.
3. Deliver messages, except death messages.
4. Respond to requests for transportation unrelated to a crime.
5. Address landlord/tenant problems, with no confrontation or disturbance.
6. Respond to emergency food and shelter requests.
7. Performing mail runs (using locked mail containers).
8. Missing Juveniles and Runaways – After screening with a sergeant, i) Taking reports of juvenile runaways from a government facility, ii) staying with juveniles after cleared by an officer while waiting for CPS or guardians to arrive.
9. Missing Adult Persons- After screening with a sergeant, stay with the found person after the officer has contacted the person.
10. Wellness checks (which are defined as an identified individual known to the caller, not person down calls) where the identified individual known to the caller does not have any history of or current suicidal ideations, significant health problems including mental health, history of or fighting addiction, history of or concerns of domestic abuse, or is living in one of the City's "wet houses."
11. Nuisance noise complaints after being screened by a sergeant if the sergeant determines that a non-sworn response can occur.
12. Hospital guard if approved by a lieutenant once the individual is secured at the hospital facility.
13. Property damage, within the following guidelines:

- a. Under \$750
 - b. No evidence
 - c. No suspect or witness information
 - d. Not malicious harassment related
14. Automated traffic safety camera enforcement of stop light violations, rail crossings, speed violations, traffic obstructed violations, stopping at intersection or crosswalk violations, public transportation only lane violations, stopping or traveling in restricted lane violations (if permitted by law); provided that the City will preserve five positions that will remain available to officers.
15. Transporting mobile fingerprint readers to officers.
16. Pick up adult witnesses and transport them at the request of an officer if the entire transport is audio and video recorded.
17. Augment detective capacity with:
- a. Former law enforcement officers with at least ten years of commissioned law enforcement experience to complete in-custody rush file cases for court filings, and respond to requests for more information from a prosecutors' office; and/or
 - b. Civilians to perform the following analytical work to assist investigative units and patrol with thorough, precise, and timely information directly related to the furtherance of their criminal investigations to include:
 - i. Tracking citywide criminal trends and patterns;
 - ii. Producing hot sheets and reports associated with the crime patterns;
 - iii. Preparing weekly crime numbers reports and specialized maps;
 - iv. Monitoring criminal activity, performing analysis, and preparing reports utilizing crime data;
 - v. Providing statistical information;
 - vi. Performing specific analysis for an investigation at the direction of a sworn detective including using Cellebrite, Geotime or equivalent programs;
 - vii. Providing threat assessments to the Department based on Internet and social media trends;
 - viii. Accessing digital imprints related to persons and or events that may contribute to broader investigations, as well as identify persons attempting to commit crimes using aliases, fraudulent identities and usernames;
 - ix. Pulling criminal histories, requesting 911 recordings, releasing and/or re-releasing evidence housed in evidence.com to the prosecutor, all as necessary to perform the duties above or under the direction of a detective.

The deployment of civilian personnel is intended to augment resources within SPD and free up capacity among sworn officers to perform other functions. The presence and

deployment of civilian personnel will not prohibit officers from doing any of the functions identified above.

The performance of SPOG bargaining unit work by non-sworn personnel in circumstances unknown to SPOG president or designee, in circumstances to which SPOG has not agreed, will not create a past practice or result in the waiver of work jurisdiction claims by SPOG. Following adoption of this agreement, there will be a rebuttable presumption that work performed by non-sworn personnel is unknown to SPOG unless the City has provided written notice to the SPOG president or designee.

Signed this _____ day of _____, 2024

For the City:

For the Guild:

Mike Solan

_____, City of Seattle

President, Seattle Police Officers' Guild

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Seattle Department of Human Resources	Shaun Van Eyk / Danielle Malcolm	Joseph Russell / Kailani DeVille

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the Seattle Police Officers’ Guild for the period from January 1, 2021, through December 31, 2023; authorizing the execution of a Memorandum of Understanding between The City of Seattle and the Seattle Police Officers’ Guild; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation: This legislation authorizes the Mayor to implement a collective bargaining agreement between The City of Seattle (“City”) and the Seattle Police Officers’ Guild (“SPOG”) (collectively referred to as the “Parties”). This legislation affects approximately 950 regularly appointed City employees. It also affects approximately 850 former employees and surviving beneficiaries who receive pension benefits through the Police Relief and Pension Fund (“PPEN”). This legislation also authorizes the Mayor to implement a Memorandum of Understanding between the Parties regarding the use of non-sworn Seattle Police Department personnel, affecting approximately 50 additional regularly appointed current City employees.

Seattle Police Officers’ Guild Bargaining Agreement 2021-2023

The collective bargaining agreement is a three-year agreement on wages, benefits, hours, and other working conditions from January 1, 2021, through December 31, 2023. Employees will receive base wage increases of 1.3 percent in 2021, 6.4 percent in 2022, and 15.3 percent (comprised of a 5 percent wage increase and a 10.3 percent negotiated wage adjustment) in 2023. Health care cost sharing plans will continue the same as in previous agreements: the City will continue to pay 95 percent of the monthly premium for medical coverage (including vision care benefit) and employees will pay the remaining 5 percent of costs.

The Parties agreed to amendments to the disciplinary and internal investigation procedures, including eliminating the requirement that the Office of Police Accountability notify a named employee within five days of receipt of a complaint; allowing tolling of the 180-day time period to include instances where the alleged misconduct is being criminally investigated; and extending the 180-day time period by up to 60 days in the event the Force Review Board refers an allegation of Type 3 use of force. The Parties also agreed to amendments to the grievance procedures, including granting deference to the discipline imposed by the Chief of Police when determining remedy at arbitration, and codifying the requirement that for grievances governed by RCW 41.58.070, arbitrators are assigned by the Public Employment Relations Commission in accordance with statutory procedures.

The collective bargaining agreement allows for two additional civilian investigators to the Office of Police Accountability (OPA), for a total of up to four civilian investigators, and incorporates the Memorandum of Understanding regarding the use of non-sworn personnel and other prior agreements regarding ongoing practices and policies, among other items.

Memorandum of Understanding

The Memorandum of Understanding regarding the use of non-sworn personnel specifies a number of work functions for which the City may use non-sworn Seattle Police Department personnel to perform. The use of civilian personnel is intended to augment resources with the Seattle Police Department and free up capacity among sworn officers to perform other functions, and will not prohibit officers from performing any of the functions identified.

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

Fiscal impacts to the Seattle Police Department – Seattle Police Officers’ Guild bargaining agreement

The City Budget Office has estimated the incremental cost to the Seattle Police Department of implementing the collective bargaining agreement that will be authorized by this legislation. 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 SPOG. The estimated costs for the collective bargaining agreements shown below include all elements of employee compensation, including wages, retirement contributions, and Medicare. The incremental financial impacts include two key components: (i) retroactive payments for the years 2021, 2022, and 2023; and (ii) the ongoing costs associated with the increased compensation. The table below distinguishes both elements.

The lumpsum, one-time payment in 2024 will cover the incremental costs of the wage adjustments that are being awarded retroactively for work by SPOG members in 2021, 2022, and 2023. The ongoing annual costs capture the compounded impact of the annual wage increases provided for these three years. As highlighted in the table, these incremental ongoing, annual costs do not change for 2024 and beyond. This reflects the fact that the term of the agreement with SPOG only runs through the end of 2023 and does not address compensation changes beyond this date. The City and SPOG will ultimately negotiate a labor agreement that extends beyond the end of 2023, but until then, per state law, the terms of the agreement and the wage rates provided will remain in effect.

	<i>Salary Base</i>	2024 Retro-payments	2024 - Ongoing Cost	2025 est.	2026 est.
Expenditure Change (\$) General Fund	<i>\$171,696,000</i>	\$56,971,000	\$39,126,000	\$39,126,000	\$39,126,000
Expenditure Change (\$) Other Funds	<i>\$409,000</i>	\$135,000	\$93,000	\$93,000	\$93,000
Total – All Funds	<i>\$172,105,000</i>	\$57,106,000	\$39,219,000	\$39,219,000	\$39,219,000

The City anticipated significant aspects of the compensation terms reflected in the proposed bills and has held financial reserves to address the immediate needs and developed long-term financial plans for additional labor costs that will be incurred in the future. However, the costs of the final terms of this agreement exceed the costs anticipated and planned for in the 2024 budget process. Over the period from 2021 to 2026, the financial terms of the agreement exceed reserves and previously forecast expenditures by approximately \$9.2 million.

To address the 2024 costs, the Executive will request additional appropriations as part of the mid-year supplemental budget request that will likely be submitted in June. This request will allocate the available reserves and may request appropriations beyond those reserves, likely relying on unanticipated unspent resources from 2023 and savings from actions taken in 2024 to generate additional resources to cover any additional need. The incremental costs for 2025 and 2026 will be addressed as part of the Mayor’s proposed biennial budget. These additional costs will add to the \$230+ million annual deficit that must be resolved in that budget.

Notes:

- There are no new revenues associated with this legislation. This legislation does not authorize the creation of new positions. (As noted above, the agreement allows for the creation of two additional positions in OPA, but the decision to add those employees has not been made at this time.)
- Total costs of the proposed agreements with SPOG are divided roughly 99.8% General Fund and 0.2% Other Funds (costs have been split proportional to SPD's 2024 Adopted labor budget which allocates this small share to the School Safety Traffic and Pedestrian Improvement Fund).
- Compensation costs for employees affected by this legislation increase by roughly 24% across the three years of the agreement. (The AWI amounts sum to 23.0%, but with compounding across years, the effect is a 24.2% increase.)
- To address the 2024 incremental costs, the Executive will request additional appropriations as part of the mid-year supplemental budget request that will likely be submitted in June. This request will allocate the available reserves to the appropriate departments and may request appropriations beyond those reserves, likely relying on unanticipated unspent resources from 2023 and savings from actions taken in 2024 to generate additional resources to cover any additional need.

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 costs shown above pertain to the Seattle Police Department only. However, PPEN will also require funding as a result of this agreement in order to increase pension payments to retirees of SPOG proportional to the wage adjustments specified in the agreement, as required by RCW 41.20 and 41.26. PPEN is still preparing estimates of those amounts, but having anticipated these increases, expects the PPEN to have reserves sufficient to cover the cost. Any amount above those reserves will be the obligation of the General Fund.

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.

If this legislation is not implemented, employees would continue to receive the same wages that became effective on January 1, 2020. The City would also be limited in its use of non-sworn personnel to augment resources within the Seattle Police Department and free up sworn officers to perform other functions. There may be other risks associated with not implementing this legislation.

4. OTHER IMPLICATIONS

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

There are financial and operational impacts to the Seattle Police Department and PPEN.

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.

Implementation of the agreement, which includes accountability provisions and reflects the City's commitment to constitutional policing, will have a positive effect on vulnerable or historically disadvantaged communities.

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 Agreement By and Between The City of Seattle and Seattle Police Officers’ Guild

AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE OFFICERS' GUILD

Effective through December 31, ~~2020~~2023

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AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE OFFICERS' GUILD

PREAMBLE

The rules contained herein constitute an Agreement between the City of Seattle, hereinafter referred to as the Employer and the Seattle Police Officers' Guild, hereinafter referred to as the Guild, governing wages, hours, and working conditions for certain members of the Seattle Police Department.

The City and the Guild agree that the purpose of this Agreement is to provide for fair and reasonable compensation and working conditions for employees of the City as enumerated in this Agreement, and to provide for the efficient and uninterrupted performance of municipal functions. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its employees.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

- 1.1 The Employer recognizes the Guild as the exclusive representative of all sworn police officers of the Seattle Police Department (SPD) up to and including the rank of Sergeant for the purposes of bargaining with the Employer.
- 1.2 The elected President, Vice President, Secretary-Treasurer, and members of the Board of Directors of the Guild are recognized by the Employer as official representatives of the Guild empowered to act on behalf of members of the unit for negotiating with the Employer.
- 1.3 The President, Vice President, and Secretary-Treasurer or their designated alternate shall be the liaison between members of the bargaining unit and the Seattle Police Department.
- 1.4 Guild Presidency - At the Guild's option, and after reasonable notice to the City, the Police Officer or Sergeant who serves as the elected Guild President shall be assigned to the Guild office for the purpose of administering the collective bargaining agreement. The Guild President shall submit a timesheet with appropriate notation of vacation, sick leave, holiday leave, or other time balance which he/she has used during the pay period. The Guild President is neither authorized nor required to work overtime without the express written authorization of the appropriate assistant chief or above. The Guild President shall retain all seniority rights with the City and continue to accrue service credit during the period of leave. The basic salary reported for the Guild President may not be greater than the salary paid to the highest paid job class covered by this Agreement. The Guild President may be returned to regular duty by the City (1) in an emergency, and (2) periodically, as necessary to maintain current certification as a law enforcement officer in the State of Washington, to maintain firearms qualification, participate in mandatory training, and to appear in court on duty-related matters. All compensation (including salary and the cost of all City-paid benefits) shall be split between the Guild and the City as follows: The City pays for all time spent maintaining skills and training as a police officer and all time spent dealing with the City in labor-management meetings, grievances, or other such duties. The Guild pays for all time spent doing Guild business. Having reviewed the data, it is agreed that effective July 1, 2018, the City will pay seventy-eight percent (78%) of the Guild President's salary for 1736 hours a year, with the remaining twenty-two percent (22%) paid by the Guild for 1736 hours a year, up to 2088 per year. In addition, the City shall pay the entire cost of any hours over 1736 in a year, without contribution from the Guild. Thereafter, the parties will review the data in the spring of each year (recognizing the Guild's July through June budget year) to determine whether an adjustment of the 78/22 percentage (up or down) should be made. Recognizing that there may at times be a difference of opinion on this issue, and that there may be confidential time records of the Guild President, the parties agree that any dispute

will be submitted to a neutral third party for final and binding resolution. In the event the parties are unable to agree on a neutral, the Executive Director of the Washington State Public Employment Relations Commission (PERC) shall be asked to appoint a neutral. The Guild shall provide not less than thirty (30) days notice of the date that the Guild President shall return to regular full-time duty and the Guild assignment shall end. Reasonable efforts shall be made to accommodate the request of the Guild President to be assigned to an appropriate vacant position. If no such request is made or there is no appropriate vacant position, the Guild President shall be returned to the same or a similar position to that held prior to being assigned to the Guild. The provisions of this Section 1.4 shall be construed in accordance with Revised Code of Washington (RCW) 41.26.520 (2).

- 1.5 It is recognized that the governing body of the Guild may be required to absent themselves from their regular duties while participating in negotiations. The City retains the right to restrict such release time when an unusual condition, such as but not limited to, riots, civil disorder, earthquake, or other event exists and such release from regular assignments would create a manpower shortage.
- A. The Employer shall afford Guild representatives a reasonable amount of on-duty time to consult with appropriate management officials and/or aggrieved employees, to post Guild notices and distribute Guild literature not of a political nature and to meet with the recruit class during a time arranged by the Employer; provided that the Guild representative and/or aggrieved employees contact their immediate supervisors, indicate the general nature of the business to be conducted, and request necessary time without undue interference with assignment duties. Time spent on such activities shall be recorded by the Union representative on a time sheet provided by the supervisor. Guild representatives shall guard against use of excessive time in handling such responsibilities.
 - B. The Employer reserves the right to determine the total amount of specific hours of official time which will be approved for Guild officials to conduct Guild business on duty time.
 - C. Upon sufficient notification, the Employer shall grant Guild officers a special leave of absence with pay to attend to official Guild business to the extent that such leave does not interfere with the reasonable needs of the Police Department; provided that the requested leave will not conflict with any of the employees' scheduled court appearances. Said absences shall not exceed ten (10) consecutive days per meeting, and the sum total of all such absences shall not exceed one hundred twenty (120) workdays in any contract year. The Guild shall reimburse the Employer for the hourly rate of pay including longevity and specialty pay for such time said Guild officers spend on special leave of absence, and such reimbursement shall be due quarterly.

- D. Police Guild officers will not be paid by the City during negotiations. Negotiations shall be conducted on not more than one-half of the Police Guild negotiating committee on-duty time, unless rescheduled by mutual agreement.
- 1.6 Employees in the bargaining unit shall be given time off without pay to attend Guild meetings during working hours provided one day advance notification is given. The City retains the right to restrict such release time.
- 1.7 The Guild officials shall furnish the Chief of Police (Chief) or his/her designee in writing and shall maintain with Police Administration on a current basis a complete list of authorized Stewards and duly elected or appointed officials.

ARTICLE 2 - UNION MEMBERSHIP AND DUES

- 2.1 Each regular full-time employee within the bargaining unit whose most recent date of employment with the City of Seattle commences on or after the signing of this Agreement shall, within thirty (30) days following the date of employment within the unit, be required, as a condition of employment, to either join the Guild or pay an agency fee to the Guild or, in the case of employees with a religious objection to Guild membership as described below, pay a like amount to the Police Charity Fund or non-religious charity. When paid to the Police Charity Fund, the amount shall be reported monthly to the Guild and the City by the Police Charity Organization.

Employees, by the above language, have the option of either:

- A. Joining the Seattle Police Officers' Guild.
- B. In the case of employees with a religious objection to Guild membership as described below, paying an amount equivalent to the regular dues to the Police Charity Fund or other non-religious charity.
- C. Paying an agency fee to the Guild without any membership rights.
- D. In accordance with RCW 41.56.122(1) employees covered by this Agreement who are forbidden from joining a labor organization based on bona fide religious tenets or teaching of a church or religious body of which such employee is a member shall pay an amount of money, equivalent to regular Guild dues and initiation fee, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Guild.

The employee shall furnish written proof that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

All employees who are members of the Guild on the effective date of this Agreement shall, as a condition of employment, be required to remain members of the Guild during the term of this Agreement, to make agency fee payments, or in the case of employees with a religious objection to Guild membership as described above, to pay an amount equivalent to the regular dues of the Guild to the Police Charity or other non-religious charity.

Failure by an employee to abide by the above 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 State Law, City Charter and Civil Service Rules which provisions are paramount and shall

prevail; provided, further, that when an employee fails to fulfill the above obligation, the Guild shall provide the employee and the City with thirty (30) days notification of the Guild's intent to initiate discharge action, and during this period the employee may make restitution in the amount which is overdue.

- 2.2 Neither party shall discriminate against any employee or applicant for employment because of membership in or non-membership in the Guild. Guild officers and past Guild officers shall be afforded all protection under applicable State Laws. Provided, however, that this clause shall not restrict the Guild from providing internal, Guild-sponsored benefits to Guild members only.
- 2.3 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues and assessments uniformly required of members of the Guild. In addition, the City agrees to deduct from the paycheck of bargaining unit members who are not Guild members the amounts contributed to the Police Charity Fund (in the case of employees with religious objections to Guild membership) or agency fees paid in lieu of Guild dues. The amounts deducted shall be transmitted twice each month to the Guild on behalf of the employees involved. Authorization by the employee 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 Guild by the City.
- 2.4 The Guild agrees to indemnify and save harmless the City from any and all liability resulting from the dues check-off system, the agency fee system, and the system of payments in lieu of dues made by employees with religious objections to Guild membership, unless caused by the City's willful negligence. The Guild will administer the provisions of this Article with regard to agency fee payments or payments made by employees with religious objections to Guild membership in accord with its obligations under the law. The Guild agrees to establish an internal dispute resolution mechanism for the purpose of adjudicating disputes concerning agency fees or payments made by employees with religious objections.

ARTICLE 3 - DISCIPLINARY, COMPLAINT HEARING, ~~AND~~
INTERNAL INVESTIGATION PROCEDURES ~~AND~~
POLICE OFFICERS' BILL OF RIGHTS

- 3.1 The parties agree that discipline is a command function, and that the Department may institute a disciplinary procedure. So much of said procedure that relates to the right of an employee to a hearing and the mechanics thereof are outlined in this Article; provided, however, that it is understood that if deemed appropriate by the Chief of the Police Department, discipline or discharge may be implemented immediately consistent with the employee's constitutional rights. Disciplinary action shall be for just cause. The standard of review and burden of proof in labor arbitration will be consistent with established principles of labor arbitration. For example, and without limitation on other examples or applications, the parties agree that these principles include an elevated standard of review (i.e. – more than preponderance of the evidence) for termination cases where the alleged offense is stigmatizing to a law enforcement officer, making it difficult for the employee to get other law enforcement employment.

In the case of an officer receiving a sustained complaint involving dishonesty in the course of the officer's official duties or relating to the administration of justice, a presumption of termination shall apply. Dishonesty is defined as intentionally providing false information, which the officer knows to be false, or intentionally providing incomplete responses to specific questions, regarding facts that are material to the investigation. Specific questions do not include general or 'catch-all' questions. For purposes of this Section dishonesty means more than mere inaccuracy or faulty memory.

- 3.2 Written reprimands shall be subject to the grievance procedure of the Agreement.
- 3.3 Indefinite Suspensions - On indefinite suspensions used for investigative purposes which do not result in termination of employment or reduction in rank, the resultant punishment shall not exceed thirty (30) days including the investigative time incorporated within the indefinite suspension. However, if an employee has been charged with the commission of a felony or a gross misdemeanor involving either moral turpitude, or a sex or bias crime, where the allegation if true could lead to termination, the Employer may indefinitely suspend that employee beyond thirty (30) days as long as the length of such suspension is in accord with all applicable Public Safety Civil Service Rules. In the event the gross misdemeanor charges are filed by the City, and are subsequently dropped or the employee is acquitted, the backpay withheld from the employee shall be repaid, with statutory interest. The Guild will be notified when the Department intends to indefinitely suspend an employee. The Guild has the right to request a meeting with the Chief to discuss the suspension. The meeting will occur within fifteen (15) days of the request. If the charges are dropped or lessened to a charge that does not meet the qualifications above, there is a plea or verdict to a lesser charge that does not meet the

qualifications above, or in the case of a hung jury where charges are not refiled, the employee shall be immediately returned to paid status. An employee covered by this Agreement shall not suffer any loss of wages or benefits while on indefinite suspension if a determination of other than sustained: exonerated, unfounded, or not sustained is made by the Chief of Police. In those cases where an employee covered by this Agreement appeals the disciplinary action of the Chief of Police, the Chief of Police shall abide by the decision resulting from an appeal as provided by law with regard to back pay or lost benefits.

3.4 An employee will be precluded from using accrued time balances to satisfy a disciplinary penalty that mandates suspension without pay when the suspension is for eight or more days. However, if precluding such use of accrued time negatively affects the employee's pension/medical benefit, the unpaid suspension may be served non-consecutively.

3.5 Hearing Procedures

A. When any report of violation of Seattle Police Department rules and regulations lodged against an employee within the bargaining unit has been sustained by the Chief, the City shall notify the employee and the Guild in writing of the disposition of the complaint and the actual or proposed disciplinary sanction. If the proposed discipline includes suspension, transfer, demotion or discharge, the City shall also notify the employee of the employee's right to a due process hearing before the Chief within ten (10) days of receipt of the disciplinary action document. Such notice shall be given in a reasonable period of time prior to the due process hearing, taking into consideration the severity of the charges, the status of the employee, the complexity of the case, and the level of the proposed discipline. The employee, the City, and the Guild shall cooperate in the setting of a hearing date, which shall be held thirty (30) days after the investigation file is provided to the Guild (unless mutually agreed to hold it earlier). The parties may agree to an extension based on extenuating circumstances.

B. When the City provides the employee with the notice described in the previous paragraph, the Guild shall additionally be provided with the City's disciplinary investigation, including access to any physical evidence for examination and testing. Nothing herein shall constitute a waiver of the Guild's right to request the recommendations of other than the Chief on the issue of whether the complaint against the employee should have been sustained and, if so, what the proposed level of discipline should be.

C. All due process hearings shall be held by the Chief of Police. Provided, however, that if the Chief of Police is absent for five (5) business days or more, the due process hearing may be held before the Acting Chief.

- D. The employee shall have the right to be represented at the due process hearing by an attorney and a Guild representative. There shall be only one primary spokesperson for the employee at the hearing. Department attendees at the due process hearing will be limited to the Chief of Police, the Office of Police Accountability (OPA) Director (or designee for discipline involving suspensions of less than eight (8) days), the Department HR Director (or designee), an assistant or deputy chief, the Inspector General (or designee from that Office), an attorney from the City Attorney's Office (CAO)/SPD assigned to the matter, and, at the request of the named employee, any employee of the Department.
- E. Due process hearings may be held in writing if an employee requests that the hearing be held in writing, or if the employee is unavailable for an in-person hearing because the employee is incarcerated or intentionally makes himself/herself unavailable for the hearing. Employees shall have the right to waive a due process hearing.
- F. Unless further investigation is deemed necessary, the Chief shall make a good faith effort to make the final decision within ten (10) days as to whether charges should be sustained, and if so, what discipline, if any, should be imposed, after considering the information presented in any due process hearing. If new material facts are revealed by the named employee during the due process hearing and such new material facts may cause the Chief to act contrary to the OPA Director's recommendation, the case will be sent back to the OPA for further investigation. The 180-day period for investigation will be extended by an additional sixty (60) days, less any time remaining on the 180 day clock (i.e. – if at one hundred twenty (120) days on the clock, then no extension; if at one hundred fifty (150) days, then an additional thirty (30) days; if at one hundred eighty (180) days, then an additional sixty (60) days).

The 180-day period runs from the 180 Start Date (see 3.6B) until the proposed Disciplinary Action Report is issued. If further investigation is warranted the 180-day period begins to run again the day after the due process hearing and will not include the time between issuance of the proposed Disciplinary Action Report and the due process hearing. The named employee has no obligation to attend his/her due process hearing or to present any information during the due process hearing if he/she chooses to attend.

- G. When the Police Chief changes a recommended finding from the OPA, the Chief will be required to state his/her reasons in writing and provide these to the OPA Director. A summary of the Chief's decisions will be provided to the Mayor and City Council. In stating his/her reasons in writing for changing an OPA recommendation from a sustained finding, the Chief shall use a format

that discloses the material reasons for his/her decision. The explanation shall make no reference to the officer's name or any personally identifying information in providing the explanation. In the event the change of recommendation is the result of personal, family, or medical information the Chief's explanation shall reference "personal information" as the basis of his decision.

3.6 Investigations - This Section does not apply to on-scene law enforcement investigations occurring at the time police services become involved in an event. The following procedures apply to follow-up or subsequent investigations of complaints of misconduct conducted by the Seattle Police Department.

- A. Except in criminal investigations ~~or where notification would jeopardize the investigation (the most common example being ongoing acts of misconduct), OPA shall notify the named employee of the receipt of a complaint, including the basic details of the complaint, within five (5) business days after receipt of the complaint by OPA. The OPA shall furnish the employee and the Guild with a classification report,~~ no later than thirty (30) days after receipt of ~~the~~ complaint by the OPA. OPA shall: 1) if the complaint/case has been closed and no further investigative action will be taken, notify the named employee and the Guild of the receipt of complaint, including a copy of the complaint, and the disposition; or 2) in all other complaints/cases, furnish the employee and the Guild with a classification report. The classification report shall include, at a minimum, i) a copy of the complaint, ii) the results of the OPA's preliminary review of the complaint, iii) the title and section (e.g. – 8.04 is Title 8, Section 4) of the policy or policies that the employee potentially violated, iv) a meaningful, detailed description of the employee's alleged actions that potentially violate the Department's policies, and, v) ~~if the OPA intends to investigate the complaint,~~ the procedures it intends to use in investigating the complaint (e.g., OPA investigation or ~~line investigation~~ Frontline Investigation). In order to ensure mutual understanding of this provision, the parties have included examples in Appendix H. In the case of allegations involving discrimination, harassment, retaliation or other Equal Employment Opportunity (EEO) laws, the classification report will indicate whether the investigation will be managed through the Seattle Department of Human Resources (SDHR). No employee may be interviewed until the employee has been provided the classification report.
- B. Except in cases where the employee is physically or medically unavailable to participate in the internal investigation, no discipline may result from the investigation if the investigation of the complaint is not completed within one-hundred eighty (180) days after the 180 day start date (the 180 Start Date), or (if submitted to the prosecutor within one hundred eighty (180) days) thirty (30) days after receipt of a decline notice from a prosecuting authority or a

verdict in criminal trial, whichever is later. The 180 Start Date begins on the earliest of the following:

- i) Receipt/initiation of a complaint by the OPA;
- ii) Receipt/initiation of a formal complaint by a sworn supervisor alleging facts that, if true, could without more constitute a serious act of misconduct violation, as long as the supervisor forwards the matter to OPA within forty-eight (48) hours of receipt. For cases of less than serious acts of misconduct, the 180 Start Date will begin with the receipt of information where the supervisor takes documented action to handle the complaint (for example a documentation in the performance appraisal system);
- iii) For incidents submitted to the Chain of Command in Blue Team (or its successor), fourteen (14) days after the date on which the initial supervisor submits the incident for review to the Chain of Command;
- iv) OPA personnel present at the scene of an incident; or
- v) If the Office of the Inspector General (OIG) is present at the scene of an incident at which OPA is not present, and if OIG subsequently files a complaint growing out of the incident, the date of the incident.

Provided, however, in the case of a criminal conviction, nothing shall prevent the Department from taking appropriate disciplinary action within forty-five (45) days, and on the basis of, the judicial acceptance of a guilty plea (or judicial equivalent such as nolo contendere) or sentencing for a criminal conviction.

For purposes of (iii) above, if following a Blue Team entry, the Chain of Command concludes that no misconduct occurred, and then material new evidence (including video) is provided at a later date that suggests serious misconduct did occur, then a new 180 Start Date is triggered on the date that the new material evidence of serious misconduct is provided.

1. If the OPA cannot immediately identify the employee who is the subject of the complaint, the OPA will provide the required notifications to the Guild. Once the OPA identifies the employee who is the subject of the complaint, the notification process with respect to that employee shall begin. In such cases, the 180 day time limit provided in this section shall be temporarily held in abeyance if sixty (60) days have elapsed without identification of the employee. The 180 day time limit will continue from the point where it was held in abeyance (i.e., at day 61) when the OPA identifies and notifies the employee of the complaint in accordance with subsection 3.6A above. The Guild will be contemporaneously notified whenever the notification process has stopped due to the Department's inability to identify the employee who is the subject of the complaint and will be notified contemporaneously

whenever the Department subsequently is able to identify the employee.

2. In addition to those circumstances defined in subsection B.1, above, the 180-day time period will be suspended when a complaint involving alleged criminal conduct is being criminally investigated, reviewed by a prosecuting authority, or is being prosecuted at the city, state, county, tribal or federal level ~~or if the alleged conduct occurred in another jurisdiction and is being criminally investigated or prosecuted in that jurisdiction.~~
3. In circumstances where OPA or the Department requests/directs that alleged conduct be criminally investigated, OPA shall provide notice to Guild that a case has been referred for criminal investigation, which includes the OPA case number so that the case can later be identified.
4. In the event that the Force Review Board refers an allegation of excessive force where the alleged force is a Type 3 use of force, if the FRB refers it within seven (7) calendar days of the FRB meeting in which the incident was reviewed, the 180-day period for investigation will be extended by an additional sixty (60) days, less any time remaining on the 180 day clock (i.e. – if at one hundred twenty (120) days on the clock, then no extension; if at one hundred fifty (150) days, then an additional (30) days; if at one hundred eighty (180) days, then an additional sixty (60) days).

C. 180 Day Extension Requests

1. The OPA may request and the Guild will not unreasonably deny an extension of: (1) the thirty (30) day period for furnishing the employee a classification report, if the complaint was not referred by the sworn supervisor to his/her Chain of Command or the OPA in a timely manner; (2) the one-hundred eighty (180) day time restriction if the OPA has made the request before the one-hundred eighty (180) day time period has expired; has exercised due diligence in conducting the investigation of the complaint; and is unable to complete the investigation due to one of the following reasons: i) the unavailability of witnesses/named employee; ii) the unavailability of a Guild representative; iii) the OPA Director position becomes vacant due to unforeseen exigent circumstances; iv) when a complex criminal investigation conducted by the City takes an unusually long period of time to complete, and the City has exercised due diligence during the investigation; or v) other reasons beyond the control of the Department. A request for an extension due to the unavailability of witnesses must be supported by a showing by the Department that

the witnesses are expected to become available within a reasonable period of time. The City's request for an extension will be in writing. The Guild will respond to the request in writing, providing the basis for denial, and recognizing that the determination will be based on the information provided to it.

2. The OPA may request an extension for reasons other than the reasons listed above; however, any denial shall not be subject to subsection C1 above. Any approval or denial of a request for an extension other than the reasons listed in C1 shall be non-precedential.
3. Nothing in this section prohibits the OPA from requesting more than one extension during the course of an investigation.
4. In determining whether an extension request under C1 was appropriately denied, the factors to be considered are the good faith of the parties, the facts and circumstances surrounding the request, and the information provided to the Guild by the City.

D. 180 Start Date Re-calculation

When a community member complains about an incident, the OPA will generally investigate even in situations where the 180 day period for investigation may have expired. In the event an incident that was or should have been determined to be a Type II Use of Force, Bias, or Pursuit is entered into Blue Team, reviewed by the Chain of Command, the Chain of Command does not forward the incident to OPA, and a community member later complains, the OPA may initiate the following process to determine whether a re-calculation of the 180 Start Date is appropriate.

1. If OPA's investigation results in an OPA recommended finding that : (i) serious misconduct occurred, and that (ii) the serious misconduct was or should have been determined by the Chain of Command to be a violation of the Type II Use of Force, Bias, or Pursuit policy (or policies), OPA may request in writing that the 180 Start Date be recalculated to commence effective on the day of the community member's complaint. Such requests may not be unreasonably denied by the Guild. In the event the Guild denies the re-calculation, the Guild shall explain in writing the reason for the denial, and the matter will be resolved by the Chief, as provided below. If OPA recommends a finding that the serious misconduct described above occurred, it will forward its recommendations to the Chief. After reviewing OPA's recommendations, and offering a due process hearing where required, the Chief will determine in writing whether the matter was

appropriate for re-calculation, and if so, whether the findings of OPA should be sustained and discipline imposed. The Chief's decision on re-calculation as well as any discipline issued are subject to arbitration.

2. In the event a Bias or Pursuit incident entered into Blue Team is recalculated pursuant to D.1. above, and there was a Type I Use of Force in the same incident that was serious misconduct, which was not previously reported to OPA, -then the recalculated 180 Start Date from the Bias/Pursuit incident will be applied to the Type I Use of Force.
- E. When an employee is to be interviewed or is required to make a statement relative to a complaint against him/her by any City agency, that employee will be afforded his/her rights under the Police Officers' Bill of Rights (see Article 3.12) by that City agency.
1. If another City agency is conducting an investigation of the Department or any of its employees, the Department may order an employee to comply with the investigation through either writing a report or statement or participating in an in-person interview. If the employee is ordered to participate in an in-person interview, the interview shall comply with all requirements of this agreement, including the notice requirements for in- person interviews. If an employee is not ordered by the Department to write a report or statement or participate in an in-person interview, the employee's participation in the investigation shall be voluntary.
- F. Administrative Misconduct Interviews
1. The OPA shall conduct in-person interviews of the named employee and any member of the Guild's bargaining unit who has been determined to be a witness. Named and witness employee interviews shall be conducted in conformance with the Bill of Rights and all legal and constitutional protections and requirements. For the sole and exclusive purpose of determining whether or not an employee was a witness to an event or incident that is the subject of a complaint, the employee may be required to submit within five days of receipt a written response to questions provided to the employee in writing by the OPA.
 2. At least five (5) calendar days and no more than thirty (30) days prior to the interview, the OPA shall provide notice to the Guild and the employee being interviewed. The Chief of Police, or Acting Chief of Police in the event the Chief is unavailable, may determine that notice

of not less than one (1) calendar day is appropriate for interviews in a specific case due to exigent circumstances. The notice shall include all notice required by Article 3.12 of this Agreement, shall advise the employee of his/her right to representation by the Guild during the interview, and shall include the subject matter(s) about which the employee will be questioned. The classification report shall be provided together with the notice of the interview, if the classification report has not been previously provided to the employee.

3. If, during the course of the interview, the OPA believes that the employee's answers raise the possibility that the employee engaged in misconduct unrelated to the original inquiry, the OPA may continue the interview in the new area after providing the employee with the notice required in 3.6F(2), unless otherwise agreed by the OPA, the Guild and the employee.
4. The Guild will be allowed reasonable on-duty release time for a Guild Board member or shop steward to provide representation requested by the employee during the questioning.
5. Persons in attendance at OPA interviews will be limited to the employee, the employee's Guild representative and/or attorney (no more than two (2) persons), the OPA investigator(s) assigned to the case and the OPA Director and/or Lieutenants and Captain, or the civilian positions that replace the Lieutenants and Captain in OPA, (no more than three (3) persons), and a court reporter or stenographer, if requested. An OIG representative may attend interviews as a neutral observer. OIG will make a good faith effort to provide the Guild and OPA at least three (3) days notice when an OIG representative will be in attendance at any interview, unless such notice would be inconsistent with the duties of the OIG.
6. All interviews shall be digitally audio recorded and transcribed unless the employee objects. Interviews that are not digitally audio recording for transcription by OPA shall be recorded by a court reporter or stenographer. The employee and/or entity requesting a court reporter or stenographer shall pay all appearance fees and transcription costs assessed by the court reporter or stenographer and shall make available to the other party an opportunity to obtain a copy of any transcription.
7. If the interview is digitally audio recorded by the OPA, the employee and/or the Guild shall have the right to make an independent digital audio recording of the interview, a copy of which shall be made available to the OPA upon request. The OPA shall provide the Guild a

copy of the transcript of the digital audio recording made by OPA at no cost within five (5) days after completion of the transcription. If there is a follow-up interview, the transcript shall be provided, if requested, and shall be provided to SPOG at least five (5) days prior to the follow-up interview.

- G. Timing of Investigations - No disciplinary action will result from a complaint of misconduct where the complaint is made to the OPA more than four (4) years after the date of the incident which gave rise to the complaint, except:
1. In cases of criminal allegations, or
 2. Where the named employee conceals acts of misconduct, or
 3. For a period of thirty (30) days following a final adverse disposition in civil litigation alleging intentional misconduct by an officer.
- H. Unless pursuant to a court order or by operation of law, access to OPA_files shall be limited to members of the OPA, the OIG, OPA Auditor, Deputy and Assistant Chiefs, the Legal Advisors, the Department's Human Resources Director, the City Attorney's Office and the Chief of Police. The Community Police Commission (CPC) will only have access to closed OPA files. The Chief of Police or his or her designee may authorize access to the officer's Captain, and to others only if those others are involved in (1) the disciplinary process; (2) the defense of civil claims; (3) the processing of a public disclosure request; or (4) the conduct of an administrative review.
- I. OPA shall utilize an electronic system (currently IA-Pro) that retains a record when individuals from outside OPA have been granted access to the file and the date of access. In the event a file is accessed for the purpose of transmitting it to someone outside the Department, a notation shall be included in IA-Pro indicating who the file will be transferred to and the reason for the transmittal. A notation is not required if the file is transferred to OIG, or an attorney working on a matter involving the named employee. The record will be provided to SPOG upon a written request.
- J. An employee may request access to the investigatory portion of closed OPA files in which the employee was an accused. Such a request shall be in writing fully stating the reasons such access is desired. The OPA shall consider the circumstances and not unreasonably deny such access. If an employee has appealed discipline, the employee shall be allowed to access the investigatory portion of the OPA file related to the discipline of that employee on the incident involved in the appeal.
- K. To the extent allowable by law at the time of the request, the City will consider

application of relevant exemptions to the public disclosure laws with respect to personally identifying information in internal disciplinary proceedings files and OPA files, the nondisclosure of which is essential to effective law enforcement. At least five (5) business days prior to release of information by the City, the City shall notify an employee by mail at their last designated home address, with a copy to the Guild, of requests for access to internal disciplinary proceedings files and OPA files concerning the employee made by other than the individuals identified in 3.6H. It is understood that an officer's personal identifying information shall be redacted from all records released to the extent permissible by law.

Records of all sustained complaints, including the punishment imposed, should be made public in a format designed to protect the privacy of the officers and complainants, consistent with the provisions of Section 3.6.K.

- L. OPA files shall be retained based on their outcome. Investigations resulting in findings of "Sustained" shall be retained for the duration of City employment plus six (6) years, or longer if any action related to that employee is ongoing. Investigations resulting in a finding of not sustained shall be retained for three (3) years plus the remainder of the current year. OPA files resulting in a not sustained finding may be retained by OIG for purposes of systemic review for a longer period of time, so long as the files do not use the name of the employee that was investigated.

- 3.7 Criminal Investigations - The Chief, after consultation with OPA will determine the appropriate investigative unit with expertise in the type of criminal conduct alleged to conduct the criminal investigation and the associated interviews of the named employee(s), witness employee(s) and other witnesses. Unless otherwise required by law, while there is a presumption that criminal investigations will be performed by the City of Seattle, investigations may be sent to other agencies to be performed on behalf of the City in cases of a potential conflict of interest or other extenuating/unusual circumstances. In the event the Chief decides to have the Department conduct a criminal investigation internally despite the objection of OPA, the Chief will provide a written statement of the material reasons for the decision to the Mayor and the City Council President. OPA will not conduct criminal investigations. OPA and specialty unit investigators conducting the investigation may communicate about the status and progress of the criminal investigation, but OPA will not direct or otherwise influence the conduct of the criminal investigation. In the discretion of the Department, simultaneous OPA and criminal investigations may be conducted. In the event the Department is conducting an OPA investigation while the matter is being criminally investigated or considered by a prosecuting authority, the 180-day timeline provision continues to run. The criminal investigation shall become part of the administrative investigation. The Chief of Police may, at his/her discretion, request that an outside law enforcement agency conduct a criminal investigation.

- 3.8 Frontline Investigations - For any complaint that will be handled using the Frontline process (i.e. – an investigation involving a minor policy violation that is handled by the Chain of Command), the Bill of Rights shall apply. A supervisor will not impose discipline as a result of a Frontline investigation, and instead it will be handled as a performance matter. The result(s) will be recorded in writing within the Department's performance evaluation system. Upon opening a Frontline Investigation, the supervisor will issue a Frontline Investigation Form (the "Form") to the employee. The Form will identify for the employee the allegation, the right of the employee to have a Guild Representative (Guild Rep), and the fact that the statement is voluntary unless the employee requests it be compelled. The supervisor will audio record the employee statement. The Form will be given to the employee prior to the interview. If during the employee's statement the supervisor believes that the answers raise the possibility that the employee engaged in misconduct unrelated to the original inquiry, and the new potential misconduct would be a minor policy violation to which a Frontline is applicable, the supervisor may continue the interview in the new area after providing the employee with a new Form. If the new potential misconduct is potentially serious misconduct, the interview will cease, and the matter will be immediately referred to OPA. The Guild will be allowed reasonable on-duty release time for a Guild Rep to provide representation during the statement if requested by the employee.

Except as provided above, during the Frontline Investigation the Article 3 provisions related to OPA investigations shall not apply if and until the matter is retained by OPA. If OPA retains the case upon review, the digital recording will be transcribed. All Frontline investigations shall be subject to audit for systemic review by the OIG. All Frontline Investigations will be completed within twenty-eight (28) days of the supervisor opening the investigation. In the event of any delay in obtaining a Guild Rep, this time period will be extended by the amount of the delay. The completed Frontline file will be forwarded to OPA upon completion to ensure it is thorough and complete. In the event OPA returns the Frontline for additional investigation or consideration, the above provisions will continue to apply. In the event a matter is retained by OPA, the Article 3 provisions related to OPA investigations will be effective immediately. The date for provision of the five (5)-day and thirty (30)-day notices will begin to run from when OPA takes control of the investigation. OPA will provide a notice to the Chain of Command and the Guild on the date that it takes control of the investigation. The 180 Start Date will begin on the date the supervisor takes action by opening the Frontline investigation, less any time by which the investigation was delayed in order to obtain a Guild Rep.

- 3.9 For purposes of this Article, a "named employee" shall be an employee who is alleged to have violated Department rules.

3.10 Mediation

- A. The parties recognize and embrace the value of having a process whereby

officers and community members can openly discuss situations in which a member of the public felt dissatisfied with an interaction with an officer. Through communication and dialogue, officers will have the opportunity to hear the perspective and concerns of the public, and complainants will have an opportunity to get a better understanding of the role and responsibility of a police officer. The parties commit to monitoring and improving, as needed, the alternative resolution process detailed in this section of the Agreement. While this section references mediation, the parties may choose to utilize other means of alternative dispute resolution by mutual agreement.

- B. For cases involving dissatisfaction with an interaction with an officer, the initial notification under 3.6A will ask the officer whether he/she is willing to mediate the complaint.

- C. Assuming the employee is interested in mediation, the OPA will have the discretion to determine whether or not mediation of a complaint is appropriate. The classification report will normally be used to inform the named employee that the OPA has determined that a complaint is eligible for mediation. Complaints may also be deferred to mediation after an investigation has been commenced. A deferral will not be made until such time as the complainant has agreed to participate in the mediation process. Nothing herein shall affect the obligation of the employer that any discipline be imposed in accordance with just cause.
 - 1. Voluntary process – Mediation will occur only if both the complainant and employee agree.

 - 2. Non-disciplinary process – If the employee agrees and participates in mediation, or the complainant refuses to participate after the employee has agreed to participate, the complaint will not result in discipline or a record on the employee’s complaint history.

 - 3. The Mediator will attempt to schedule the mediation as soon as reasonably possible, recognizing the importance of holding the mediation at a time that is convenient for the complainant.

 - 4. If the Mediator informs the Department that the employee participated in the process in good faith, the complaint will be dismissed and will not be recorded on the officer’s complaint history. Good faith means:
 - a. The officer actively listens to the perspective of the other party; and
 - b. The officer fully communicates his/her own position and engages in the discussion.

Good faith does not require the officer to agree to any particular resolution of a complaint.

5. If the Mediator informs the Department that the employee did not participate in the mediation in good faith, a finding of which shall not be subject to challenge, the complaint will be returned to OPA. If returned to OPA, the 180-day time period shall be tolled during the time from when the complaint was deferred to mediation until the matter is returned to OPA.
6. Confidential process – The parties to mediation will sign a confidentiality agreement. The mediator will only inform the OPA whether or not the parties met and participated in good faith. Any resolution will be confidential.
7. Time spent at the mediation shall be considered on-duty time.
8. The panel of mediators will be jointly selected by the OPA and the Guild. All costs of mediation shall be borne by the City.

3.11 Rapid Adjudication

- A. The parties agree to pilot a process of Rapid Adjudication during the term of this Agreement. There are situations when an employee recognizes that their conduct was inconsistent with required standards and is willing to accept discipline for the policy violation rather than requiring an extensive investigation by OPA.
- B. 1. Employee Initiated.

Included in the initial notice will be information about the Rapid Adjudication process. Within five (5) days of receiving the initial notice under 3.6.A, the employee may request starting Rapid Adjudication. The OPA (in consultation with the Chief or designee) will have ten (10) days to determine whether the case is appropriate for Rapid Adjudication and if so, to provide a recommendation for discipline or a range of discipline to the Chief (or designee). If the Chief (or designee) accepts the recommendation for Rapid Adjudication and the discipline or range of discipline recommended, then OPA will inform the employee (the "Acceptance Notice") and the 30-day period for submittal of the classification report and the 180-day period for investigation will be tolled upon notice to the employee. If the discipline involves suspension, the range of proposed discipline shall be a variance of no more than three (3) days. The employee shall

have five (5) days to accept the discipline or range of discipline. If the offer is not accepted by the employee, the matter will be returned to OPA for investigation, with the 30 and 180-day timelines re-started at that time. If accepted, the employee's acceptance shall close the case. In cases where a range of discipline has been offered, the employee may request to meet with the Chief to provide him/her with information that the employee would like the Chief to consider in making a final determination on the amount of discipline within the range. The employee may have a Guild Rep at any such meeting.

2. OPA Initiated.

Prior to a classification report being issued, OPA may review the case and make a determination as to whether OPA believes the case is appropriate for Rapid Adjudication. If so, OPA will set forth the discipline, or range of discipline, it recommends and forward it to the Chief (or designee). The Chief (or designee) will approve or disapprove the recommendation for Rapid Adjudication, and the recommended discipline (or range of discipline) to be offered to the employee.

For those cases approved by the Chief (or designee), at or prior to the time that the classification report is issued, the OPA will provide notice to the employee explaining Rapid Adjudication and include the employee's option to elect Rapid Adjudication. The notice will include the proposed discipline (or a range of proposed discipline) that would be imposed if the employee elects to have the matter rapidly adjudicated. If the discipline involves suspension, the range of proposed discipline shall be a variance of no more than three (3) days.

Within five (5) days after receipt of the offer for Rapid Adjudication, an employee may inform OPA in writing, that the employee will utilize the Rapid Adjudication process and accepts the proposed discipline. Upon notification by the employee to the City of acceptance, the case will be closed. In cases where a range of discipline has been offered, the employee may request to meet with the Chief to provide him/her with information that the employee would like the Chief to consider in making a final determination on the amount of discipline within the range. The employee may have a Guild Rep at any such meeting.

- C. In all cases using Rapid Adjudication, the discipline imposed by the Chief will be final and binding and not subject to challenge or appeal through either the grievance procedure or the Public Safety Civil Service Commission. The discipline shall be non-precedent setting, although it may be used in any subsequent proceeding involving that employee.

- D. Neither the Department's proposed discipline, the willingness of the Department, OPA, and the employee to consider utilizing Rapid Adjudication, or rejection of Rapid Adjudication by the employee, may be offered as evidence in any subsequent proceeding. Additionally, If the employee rejects Rapid Adjudication, the fact that Rapid Adjudication was rejected will not be considered in any future deliberations on the case or in deciding any potential discipline. The rejection will not be part of the case file, but may be tracked by OPA/OIG for purposes of systemic review.

3.12 Police Officers' Bill of Rights

- A. All employees within the bargaining unit shall be entitled to protection of what shall hereafter be termed as the "Police Officers' Bill of Rights," except as provided at subsection B below. The Police Officers' Bill of Rights spell out the minimum rights of an officer but where the express language of the contract or the past practices of the Department grant the officer greater rights, the express language of the contract or the past practices of the Department shall be rights granted the officer. The placement of the Bill of Rights within Article 3 rather than an Appendix to the Agreement is solely for convenience and is not intended to limit or expand the scope of its application, including the Department's past practices, which include but are not limited to the Bill of Rights being applied to Force Investigations Team (FIT) investigations.
- B. The Police Officers' Bill of Rights shall not apply to the interview of a named or witness employee in a criminal investigation by the Department that may be the basis for filing a criminal charge against an employee, except as follows:
 - 1. The Department shall notify the named employee in writing at the beginning of any follow-up interview that the investigation is a criminal one; that the named employee is free to leave at any time; and that the named employee is not obligated by his/her position with the Department to answer any questions; and
 - 2. A witness employee shall be provided a written notice not less than one (1) calendar day prior to being interviewed in a follow-up Departmental criminal investigation advising them of the date, time and location of the interview, that the employee is to be interviewed as a witness in a Departmental criminal investigation, and which notice shall contain the following advisement: "As an employee witness in a Departmental criminal investigation, in accordance with the Police Officers' Bill of Rights, you have a right under *Weingarten* to have a Seattle Police

Officers' Guild representative present at the interview should you choose.”

- C. All other departmental interviews of employees in administrative misconduct investigations shall be conducted pursuant to the following conditions:
1. The employee shall be informed in writing if the employee so desires of the nature of the investigation and whether the employee is a witness or a named employee before any interview commences, including the name, address of the alleged misconduct and other information necessary to reasonably apprise him of the allegations of such Complaint. For an EEO matter, the SPD Human Resources Director may be listed as the Complainant in the classification report. The employee shall be advised of the right to be represented by the Guild at the interview.
 2. Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty unless the exigencies of the investigation dictate otherwise.
 3. Any interview (which shall not violate the employee's constitutional rights) shall take place at a Seattle Police facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately, if he/she requests, with an attorney of his/her own choosing or a representative of the Seattle Police Officers' Guild before being interviewed. An attorney of his/her own choosing or a representative of the Seattle Police Officers' Guild may be present during the interview (to represent the employee within the scope of the Guild's rights as the exclusive collective bargaining representative of the employee). Officers will be allowed a reasonable period of time (not to exceed four (4) hours) to obtain representation. No officer shall be subject to discipline for failure to cooperate if the notice or time of the interview prevents him or her from exercising the right to obtain representation.
 4. The questioning shall not be overly long and the employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls, and rest periods.
 5. The employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.

6. It shall be unlawful for any person, firm, or corporation of the State of Washington, its political subdivisions or municipal corporations, to require any employee covered by this Agreement to take or be subjected to any lie detector or similar tests as a condition of continued employment.
7. If the City has reason to discipline an officer, the discipline shall be administered in a manner not intended to embarrass the officer before other officers or the public.

3.13 Equal Employment Opportunity (EEO) Investigations

- A. Complaints of Discrimination, Harassment, Retaliation, and other matters related to EEO laws and regulations shall be investigated under supervision of the Human Resources Unit.
- B. EEO Investigations may be conducted by a sworn sergeant assigned to the Human Resources Unit (or if the sergeant position is civilianized pursuant to Appendix G of this Agreement, the civilian who replaced such position) or, in the Department's discretion, by a neutral civilian investigator with expertise in EEO investigations. Such outside investigator shall either be an EEO investigator employed by a City department other than SPD or an investigator retained by the City of Seattle.
- C. At the Department's discretion, an investigation may culminate in a written report or an oral report of investigative findings to the Human Resources Unit or command staff, as appropriate. No discipline may be administered without a written report. The Department shall at minimum provide the complaining employee a closure notice.
- D. The Department may, at any time, refer an EEO matter to the OPA for a disciplinary investigation. The provisions of Section 3.6 shall apply to EEO investigations.

ARTICLE 4 - EMPLOYMENT PRACTICES

- 4.1 Working Out of Classification - Any employee who is assigned by appropriate authority to perform all of the duties of a higher paying classification and/or assignment for a continuous period of one (1) day or any portion thereof or longer shall be paid at the first pay step of the higher position for each day worked at the higher classification and/or assignment.
- 4.2 Personnel Files
- A. The Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including the personal photograph, shall be confidential and shall restrict the use of information in the files to internal use by the Police Department or other police agencies, including the OIG, and other City employees with a reasonable need to have access to the file. The Chief may authorize disclosure on the same reasonable need to have access basis to a third party hired by the City to perform work for the City, such as an outside attorney working on a grievance arbitration or an independent investigator performing an EEO investigation for the City. A confidential log will be maintained of any such authorizations authorized by the Chief. This provision shall not restrict such information from becoming subject to due process by any court or administrative tribunal. It is further agreed that information shall not be released to outside groups without the approval of the Chief of Police and the individual employee when practicable. The employer shall notify the employee of any request by the media, by Public Records Act, or by subpoena (except in criminal cases where the employee is the suspect) for the contents of a personnel file. The employer shall use reasonable efforts to protect the confidentiality of such materials. Access to an employee's personnel file shall be recorded by a check-out system and the employee will be allowed to review the record of who has checked out their file.
- B. Employees shall be allowed to make written responses to any materials which are in their personnel files, and such responses shall be maintained in their personnel files.
- 4.3 Rehires - In the event an employee leaves the service of the Employer and within the next two (2) years the Employer re-hires said former employee in the same classification to which assigned at date of termination, such employee shall be placed at the step in the salary range which the employee occupied at the time of the original termination. Such previous time worked shall be included for the purpose of determining eligibility for service steps and longevity pay, and the employee's vacation accrual rate; in addition, the Chief of the Seattle Police

Department shall grant sick leave credits in accordance with the rehired employee's past service time.

- 44 Non-discrimination - It is agreed by the Employer and the Guild that the City and the Guild are obligated, legally and morally, to provide equality of opportunity, consideration and treatment to all members employed by the Seattle Police Department in all phases of the employment process and will not unlawfully discriminate against any employee by reason of race, disability, age, creed, color, sex, national origin, religious belief, marital status or sexual orientation.
- 45 Privacy - It is agreed by the Employer and the Guild that employees have a reasonable expectation of privacy in their assigned lockers and desks and their persons, provided that lockers and desks may be subject to routine inspection upon order of a Bureau Commander and they may be entered without prior notice under exigent circumstances upon the order of a Lieutenant or above, who is not a bargaining unit member. Justification for entry without prior notice shall be memorialized in writing at or near the time the order is given and provided to the employee within five (5) days of the action. Provided, however, that the Employer shall not be required to provide or exhibit a written order to either the employee or the Guild before undertaking the search.
- 46 In-Service Training
- A. During the term of this Agreement, the Department will offer a minimum of thirty-two (32) hours of training per member per year. Each year the training shall include: firearms and use of force; and first aid. The training shall also include, but not necessarily be limited to, two (2) of the following four topics:
1. Diversity and Ethics Training.
 2. Emergency Vehicle Operation.
 3. Defensive Tactics.
 4. New technology.
- Those topics that are not subjects of training in one year shall be subjects in the following year.
- B. The parties understand that because of availability of training facilities and other resources, not every member may receive each of the preceding types of training in each year.
- C. The City may substitute certified or accredited training programs provided by non-City entities upon notice to the Guild (i.e., Caliber Press Street Survival).
- D. If by December 1 of any given year an employee believes that they have not been provided with the required training, the employee shall notify his/her

Chain of Command. The Department will have sixty (60) days to remedy the situation.

- E. Members shall be required to report in writing any approved training course they take.
- 4.7 Seattle Center Employee Parking - Employees who are assigned to work at the Seattle Center and who desire parking privileges shall pay twenty dollars (\$20.00) a month for parking during working hours only, or twenty-five dollars (\$25.00) a month for parking during working hours and all other hours.
- 4.7.1 Parking – During the term of the Agreement, the City shall continue the current practice with respect to employee parking.
- 4.8 Employment Security - Labor and management support continuing efforts to provide the best service delivery and the highest quality service in the most cost- effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.

Labor and management agree that, in order to maximize participation and results from the Employee Involvement Committees (EIC), no one will lose employment or equivalent rate of pay with the City because of efficiencies resulting from an EIC initiative.

In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate his/her rights under this employment security provision.

- 4.9 The Employer and the Guild shall establish a Joint Labor-Management Committee (JLMC) composed of an equal number of Employer and Guild representatives, not to exceed a total of eight (8) members.
 - A. The Chief of Police or his/her designee shall be a member of the JLMC and shall be responsible for appointing the other Employer members, one of whom shall be the City Director of Labor Relations or his/her designee.
 - B. The President of the Guild or his/her designee shall be a member of the JLMC and shall be responsible for appointing the other Guild members.
 - C. The Chief of Police or his/her designee and the President of the Guild or his/her designee shall have the authority to appoint alternate members who

shall attend and participate at JLMC meetings in the absence of regular members.

- 4.9.1 The JLMC shall meet at the request of either party but not less than quarterly for the purpose of discussing matters related to productivity, efficiency, and concerns pertaining to the improvement of the Department and welfare of employees.
- 4.9.2 A party may have such resource persons attend meetings of the JLMC as the party deems necessary. The cost of such resource persons shall be borne by the party requesting the persons' attendance.
- 4.9.3 All decisions of the JLMC shall be reached by consensus. No decision of the JLMC shall be in conflict with the collective bargaining agreement. Any decision of the JLMC that has budgetary implications must be approved by the Chief of Police and may need to be legislated before it can be implemented.
- 4.9.4 The parties agree that the following shall be agenda items for discussion by the JLMC: vacation scheduling; changing the clothing allowance to a voucher and/or quartermaster system; the 72-hour notice provision, Section 7.3; access to, retention of, and the contents of personnel files; the procedures used by the City with respect to employees who initially fail to qualify with their firearms, Section 7.5; and alternative work shifts. The parties also agree that patrol shift start times would be an appropriate topic for an EIC.
- 4.10 Employee Involvement Committees – The parties agree to use the EIC process to address workplace issues. The JLMC shall charter EICs. Employee Involvement Committees shall have the authority to make recommendations to the JLMC on the respective workplace issues. EICs that are chartered for the purpose of addressing issues relating to an alternative work schedule shall include a specific recommendation regarding the manner in which training days will be scheduled to avoid creating an increase in overtime costs for training those employees working the alternative shift.
- 4.11 The Department is responsible for setting patrol staffing levels. Staffing levels will be based upon the shared objectives of addressing average workload, providing for reasonable safety and backup for patrol officers, and providing the highest level of public safety. Setting staffing levels for the purpose of meeting the City's service needs is not grievable pursuant to this agreement. The Department shall maintain, or assign as provided below, sufficient shift staffing in each precinct during all hours to ensure that officers have sufficient back up and other personnel resources to safely perform their job duties. Staffing levels for average workload are not presumptive evidence of minimum levels for reasonable safety.

Patrol shift supervisors shall make every reasonable and necessary effort to ensure

that safe patrol staffing levels are met during their assigned shifts. In the event that safe patrol staffing levels cannot be met during an assigned shift, on-duty patrol supervisors may utilize other on-duty uniformed resources, utilize ACT/CPT personnel, draw uniformed personnel from other precincts with available resources, and if those measures are unsuccessful, with approval of the appropriate lieutenant or precinct commander, utilize officers on an overtime basis.

Grievances related to this provision shall be filed at step one. If the grievance is not resolved at step one, it shall be forwarded to the JLMC at the next scheduled meeting for handling at step two. If the grievance is not resolved at step two it shall proceed to arbitration upon the request of either party in accordance with the arbitration provisions of Article 14 of this Agreement. A sustained grievance on this section that staffing levels created actual unsafe working conditions must be proven by a preponderance of the evidence.

- 4.12 Within sixty (60) days of a sergeant vacancy becoming available the vacancy will be filled with a permanent promotion.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

- 5.1 Hours of Duty – The normal work week for members affected by this Agreement shall be the equivalent of forty (40) hours per week on an annualized basis. The normal work day for patrol (including CPT, ACT and clerks) and for employees in the Canine and Mounted units shall be nine (9) hours a day, including mealtime. The normal work day for all other employees shall be eight (8) hours a day, including mealtime. For purposes of a nine (9) hour day in patrol, employees shall be allowed to return to assigned station no more than fifteen (15) minutes prior to the end of the assigned shift, to check out and finish shift completion tasks. Overtime shall not commence until the conclusion of the assigned shift. The normal schedule for employees other than those in patrol, Canine, Mounted, Harbor and the Communications Center shall be five (5) days worked and two (2) days off during a seven (7) day period. The normal schedule for employees in the Communications Center shall be six (6) consecutive days worked followed by two (2) consecutive days off, adjusted to provide one hundred and four (104) furlough days per year. The schedule for employees working a nine (9) hour day shall be adjusted to provide an average of one hundred and two (102) hours of delayed furlough time. An employee may, subject to administrative approval, elect to work a normally scheduled furlough day and take that day off at a later time if doing so will not cause the City to incur an overtime obligation.

When the Department implements a ten (10)-hour shift pursuant to the Memorandum of Agreement between the parties, the patrol shift times shall be as set forth below. At that time all references in this collective bargaining agreement to the patrol nine (9)-hour day will be eliminated or modified as appropriate.

1 st Shift:	0600-1600
2 nd Shift:	1000-2000
3 rd Shift:	1500-0100
4 th Shift:	1900-0500
5 th Shift:	2400-1000
Fixed Shift:	1900-0500*

*The Department will not deploy more than 11% of the patrol officers to the fixed shift. Personnel assigned to the fixed shift shall work the fixed days of Wednesday, Thursday, Friday and Saturday.

For ninety (90) days after the initial implementation, the Department may adjust the above shift start times by thirty (30) minutes earlier or later. After the ninety (90) days the shift times are fixed. Any adjustment to the shift times must be made Department wide.

Officers and sergeants will work different rotation cycles as established pursuant to the Memorandum of Agreement between the parties, as follows:

Cycle A: 3-3, 3-3, 3-3, 3-3, 4-2, 4-2, 4-2, 4-3

Cycle B: 4-4, 4-4, 5-3, 5-3, 5-3, 5-4

- 5.1.1 Except in the event of annual Seafair events, unusual occurrence, civil disorder or national disaster, no employee shall be required over his/her objection to work on more than one (1) day in excess of the normal work week.
- 5.1.2 In the case of annual Seafair events, the Department will first ask for volunteers to work overtime to supplement staffing; then assign bargaining unit members working a five (5)-days-on, two (2)-days-off schedule to work overtime if more staffing is required; before, finally, assigning overtime to employees in patrol. When employees are assigned overtime for Seafair events, those with the highest serial numbers will be called on first, except that Patrol First Watch employees will be assigned last. When Patrol First Watch employees are assigned overtime for Seafair events, such Patrol First Watch employees shall be assigned to work in decreasing order of their serial numbers with employees with the highest serial numbers assigned first.
- 5.1.3 The City shall continue the current practice with respect to the method for assigning staff for the Fourth of July.
- 5.2 Process for Staffing Special Events - The parties agree that the practice of “red dot days” that existed prior to the execution of this agreement shall be eliminated.

Restricting discretionary time off and canceling furlough days for the purpose of staffing special events shall require the approval of an Assistant Chief or above.

The following process shall be used for the purpose of staffing special events, whether scheduled or anticipated, that are thirty (30) or more calendar days in the future:

- A. Event planners shall seek volunteers for overtime on a Department wide basis before the Department restricts discretionary time off and cancels furlough days.
- B. The Guild shall be provided reasonable advance notice prior to the Department announcing the restriction of discretionary time off and/or the cancellation of scheduled furloughs.
- C. In the event that the number of volunteers is insufficient and/or additional staff is needed, the Department shall use the same process as is currently used for selecting employees to perform overtime for the 4th of July and

Seafair, as provided at section 5.1.2 of this Agreement.

- D. If a determination is made by the Department that the number of employees initially assigned overtime for a special event exceeds the number required, notification to those affected employees that their overtime is cancelled shall be provided in person, by telephone or voicemail message not less than seventy-two (72) hours prior to the start of the employee's scheduled overtime. If less than seventy-two (72) hours notice is provided, an employee whose overtime is cancelled shall receive three (3) hours pay at the overtime rate.

If there is less than thirty (30) days notice of the event or there are unanticipated changes to a pre-planned event that require significant additional staff, the Department may apply section 5.1.1 of this Agreement to obtain the necessary staff. If an anticipated event is cancelled or otherwise does not occur for whatever reason and volunteers or others originally assigned to the event are not needed, the Department will not incur any overtime as outlined in paragraph 'D' above.

The above process does not apply to restrict the day-to-day decisions necessary to maintain minimum staffing levels.

- 5.3 Alternative Shifts – The parties may, by mutual written agreement, establish alternative work shifts for work units within the Department, including those identified in Section 5.1. All requests for alternative shifts shall first be addressed through a JLMC process that may include an EIC, as described in Section 4.10.
- 5.4 Overtime - Except as otherwise provided in this Article, employees on a five (5) day schedule shall be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of eight (8) in one (1) day or forty (40) in one (1) scheduled week, and employees on a six (6) day schedule shall be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of eight (8) in one (1) day and for all hours worked on a scheduled furlough day. Employees on the nine (9) hour day schedule shall be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of nine (9) in one (1) day and for all hours worked on a scheduled furlough day.

Holidays, vacation, compensatory time, and sick leave time are counted as hours worked.

The Employer and the Guild agree that some training classes and/or seminars will be offered, sponsored, and controlled by organizations other than the Seattle Police Department, and attended by officers from other law enforcement agencies. In such cases where the schedule of training requires a nine (9) hour day (with one (1) hour for lunch), such schedule will be worked without additional compensation.

An employee on vacation may voluntarily work an overtime detail unrelated to their

normal assignment. The employee shall receive overtime compensation for the detail.

- 5.5 Overtime Minimum Pay - In the event overtime is not an extension either at the beginning or end of a normal shift, the minimum pay shall be three (3) hours at the time and one-half (1 1/2) rate. A shift extension is defined as reporting for duty within three (3) hours preceding or within one (1) hour following an officer's regularly scheduled shift. In the event an individual is called back to work overtime or for a Court appearance, he/she shall not normally be required to perform duties unrelated to the particular reasons for which he/she was called back to duty. Callbacks of an employee will be made only when it is impractical to fulfill the purpose of the callback at the employee's next regular shift. There will be no pyramiding of callback overtime pay within a three (3) hour period.
- 5.6 Overtime Pay for Court Appearances - The following schedule depicts minimum time allowed for court appearances or at any pre-trial hearing or conference. Any additional time beyond the minimums will be paid hour-for-hour.
- A. If the session starts less than two and one-half (2 1/2) hours before or after their shift, it will be considered a shift extension for court. Officers will be compensated for the amount of time spent before or after their shift at the straight-time rate of pay and for the time spent in court at the time-and-one-half (1 1/2) rate of pay on an hour-by-hour basis.
 - B. If the session starts two and one-half (2 1/2) or more hours before or after their shift, compensation will be for a minimum of three (3) hours at the time-and-one-half (1 1/2) rate of pay.
 - C. Officers on scheduled furlough, vacation or holiday, and subpoenaed for court or otherwise called in for court-related hearings, shall receive a minimum of three (3) hours overtime at the rate of time and one-half (1 1/2) their regular rate of pay. "Furlough" shall be defined as that period of off time which falls between the end of the last regularly scheduled shift of one (1) regular work week and the beginning of the first shift of the next regularly scheduled work week.
 - D. There will be no pyramiding of overtime minimum pay within a three (3) hour period or continuous to a three (3) hour period ending as such relates to court appearances described above. For example, if an officer is called in for a court-related hearing on his/her scheduled furlough day at 1100 hours, is released at 1200 hours, and then called back in at 1400 hours for a new case, the officer will receive three (3) hours of overtime minimum pay to cover the time between 1100 hours and 1400 hours and then will receive overtime pay at the time-and-one-half (1 1/2) rate on an hour-by-hour basis after that. Or, alternatively, if an officer is called in for a court-related hearing on his/her

furlough day at 1100 hours, is released at 1200 hours, and then called back in at 1500 hours for a new case, the officer will receive three (3) hours of overtime minimum pay to cover the time between 1100 hours and 1400 hours and then will receive another three (3) hours of overtime minimum pay to cover the time between 1500 hours and 1800 hours. (In the second example, an additional three (3) hours of overtime minimum pay begins at 1500 hours since there is a break in time between the expiration of the initial three (3) hours of overtime minimum pay and when the officer is called back to court. There is no pay for the time not worked between 1400 hours and 1500 hours.)

- E. For Morning Court: Officers may, at their option and with supervisory approval, be relieved before their normal shift is completed in lieu of the equivalent in overtime.

5.7 Overtime Pay for Off-duty Telephone Calls – As provided by Department policy, an off-duty employee will be compensated at the normal overtime rate of time and a half (1½) for one hour for each work-related telephone call that equals or exceeds eight (8) minutes. Such compensation shall include all necessary work-related calls subsequently made to an employee or by an employee in response to the initial call, during the one-hour period following the call. If the total duration of the necessary work-related calls exceeds one hour, overtime will be paid for the actual duration of the calls. Time spent listening to a recorded voice message, including time spent calling in to listen to a recorded message on the status of court cases, will not be compensated when the employee could have made the call while on duty. Time spent returning a call-in response to a message will be compensated in accordance with the above procedures and Department policy. Calls made without supervisory approval in violation of Department policy may subject the caller to discipline. Calls made by an outside agency or party or calls initiated by an employee without supervisory approval or facilitation by the Seattle Police Department will not be compensated. Employees assigned to the Fraud and Explosives Section and the Homicide Unit on approved on-call status will not receive overtime pay for telephone calls under this section.

5.8 Compensatory Time

- A. An employee, subject to Administrative approval, may have any earned overtime paid on the basis of compensatory time off.
- B. At no time shall the accumulated total of compensatory time off exceed forty (40) hours. Employees assigned to patrol may accrue at least twenty-seven (27) hours of compensatory time off at any one time. A request by a patrol employee to accrue more than twenty-seven (27) hours of compensatory time off is subject to the approval of the Chief or his/her designee.
- C. All compensatory time accumulated by an employee in excess of forty (40) hours shall be paid at the employee's then current rate of pay on the next

payday.

- D. Notwithstanding Section 5.5.A of this Article, all such compensatory time off shall be at time and one-half (1 1/2).
- E. Patrol employees must use accrued delayed furloughs or holiday time due them before using compensatory time in increments of one day or more.

5.9 On-call - The Employer and the Guild agree that the use of off-duty on-call time shall be minimized consistent with sound law enforcement practices and the maintenance of public safety. Off duty on-call assignments shall be for a fixed predetermined period of time. Employees formally placed on off duty on-call status shall be compensated on the basis of ten percent (10%) of straight time pay. If the employee is actually called back to work, the off duty on-call premium shall cease at that time. Thereafter, normal overtime rules shall apply. Effective the first pay period following ratification, SWAT members assigned to off-duty on-call status will be covered by this Article 5.9.

- A. On-call time at the ten percent (10%) rate shall be defined as that period of time during which an officer or detective is required by the Employer to remain available by telephone or pager to respond to a summons to duty and for which discipline may attach for failure to respond.
- B. The Employer and the Guild agree that the issuance of a pager to an employee does not always constitute placing the employee on on-call status. It is agreed that no employee shall be restricted in his/her movement or activities by the issuance of the pager. It is agreed that the Homicide Unit will be on-call at the ten percent (10%) rate for eight (8) hours per day unless a third shift is implemented and that the Bomb Squad will be on on-call and will be issued a pager. Other units will be assigned on-call as directed by the Employer consistent with sound law enforcement practices and will be minimized consistent with the needs of public safety.
- C. In the case of riot or other large-scale disturbance or incident requiring mass police presence, employees placed on on-call shall be compensated at the rate of fifty percent (50%) for each hour on-call.
- D. Officers utilizing the voluntary on-call program for reporting to court shall not receive any compensation while on-call.

5.10 Call back from Vacation

- A. In the event that an employee is required to be called back to work by the Department for any purpose or is compelled to respond to a work-related subpoena during a period of authorized vacation leave or days off adjacent

thereto, where the vacation time has been approved by the Department more than thirty (30) days prior to the callback, the employee shall have the option of receiving his/her regular straight-time pay for the day and a vacation day, or being paid the greater of the minimum call back payment (three (3) hours at time and one-half (1 1/2)) or overtime at the double time (2x) rate for the actual time worked on the callback.

B. Employees shall not be placed on-call on days off adjacent to a vacation period unless emergency conditions exist.

5.11 Canine - The parties recognize that canine officers are required as part of their jobs to perform certain home dog-care duties. In order to compensate canine officers for such home dog-care work, the City shall release each canine officer from their regular duties with pay one hour per duty day worked. In addition, canine officers shall receive forty-five (45) minutes of compensatory time off for each furlough day on which the officer boards his/her assigned police dog at home. In lieu of receiving compensatory time off on their furlough days, officers shall have the option of kenneling the dog. Animals will continue to be kenneled at the Canine Center while their handlers are on vacation or absent from work more than four (4) consecutive days.

5.12 Off-duty Employment and Return to Duty

A. If an off-duty officer engages in a self-initiated lawenforcement activity arising out of and related to his/her secondary employment, the officer will be paid by the off- duty employer until the end of the off-duty shift and will not be paid by the City.

B. Under the following circumstances, an officer working off-duty will be paid hour- for-hour overtime by the City for the actual time spent performing a necessary law enforcement action upon approval by an on-duty supervisor prior to or as soon as practical after the law enforcement action is initiated:

1. The officer is required by Department policy to take law enforcement action and doing so will prevent the officer from performing their off-duty job; or
2. The officer is continuing to perform law enforcement activity that was self- initiated, as provided at paragraph A above, after the end of the off-duty shift.

C. An officer working off-duty will be entitled to call-back pay if the officer is required by an on-duty supervisor to address a public safety emergency or to process an arrest, book a suspect, etc., and the duty will not permit the officer to return to his/her secondary employment before the off-duty shift has ended. If the officer is called to duty by the Department and able to return

to his/her secondary employment, the officer shall be compensated by the City at the rate of time and one-half (1½) for the actual time worked performing the Department duty.

- D. With the exception of court overtime, an officer will not accept payment from an off-duty employer for the same time that is paid for by the City. Any officer willfully collecting pay in violation of this provision will be subject to discipline.

ARTICLE 6 – SALARIES

6.1 Salaries shall be in accordance with the following schedule:

A. Effective ~~December 31, 2014~~ January 6, 2021, the base wage rates, which include an across- the-board increase of ~~3.1.3%~~ 3.1.3%, for the classifications covered by this Agreement shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6mos</u>	<u>18mos</u>	<u>30mos</u>	<u>42mos</u>	<u>54mos</u>
<u>Police Officer</u>	<u>\$59437.06</u>	<u>\$63737.57</u>	<u>\$66637.91</u>	<u>\$69198.22</u>	<u>\$72668.63</u>	<u>\$77839.24</u>
<u>Police-Sergeant</u>	<u>\$8010</u>	<u>\$8355</u>	<u>\$8953</u>	<u>0</u>	<u>3</u>	<u>5</u>
<u>Police Sergeant</u>	<u>\$9,516</u>	<u>\$9,927</u>	<u>\$10,638</u>			

B. Effective ~~December 30, 2015~~ January 5, 2022, the base wage rates, which include an across- the-board increase of ~~36.4%~~ 36.4% for the classifications covered by this Agreement, shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6mos</u>	<u>18mos</u>	<u>30mos</u>	<u>42mos</u>	<u>54mos</u>
<u>Police Officer</u>	<u>\$61217.51</u>	<u>\$65648.05</u>	<u>\$68638.42</u>	<u>\$71278.74</u>	<u>\$74849.18</u>	<u>\$80169.83</u>
<u>Police-Sergeant</u>	<u>\$8250</u>	<u>\$8606</u>	<u>\$9222</u>	<u>6</u>	<u>6</u>	<u>7</u>
<u>Police Sergeant</u>	<u>\$10,125</u>	<u>\$10,562</u>	<u>\$11,319</u>			

C. Effective ~~December 28, 2016~~ January 4, 2023, the base wage rates, which include ~~an across- the-board~~ a total increase of ~~3%~~ 15.3% (comprised of a 5% cost-of-living increase and a 10.3% market increase) for the classifications covered by this Agreement, shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6mos</u>	<u>18mos</u>	<u>30mos</u>	<u>42mos</u>	<u>54mos</u>

<u>Police Officer</u>	<u>\$8,662</u>	<u>\$9,290</u>	<u>\$9,712</u>	<u>\$10,084</u>	<u>\$10,591</u>	<u>\$11,342</u>
<u>Police Sergeant</u>	<u>\$11,674</u>	<u>\$12,178</u>	<u>\$13,051</u>			

Police Officer	\$6305	\$6761	\$7069	\$7341	\$7709	\$8256
Police Sergeant	\$8498	\$8864	-\$9499			

~~D. Effective December 27, 2017, the base wage rates, which include an across-the-board increase of 3.65% for the classifications covered by this Agreement, shall be as follows:~~

<u>Classification</u>	<u>Start</u>	<u>6mos</u>	<u>18mos</u>	<u>30mos</u>	<u>42mos</u>	<u>54mos</u>
Police Officer	\$6535	\$7008	\$7327	\$7609	\$7990	\$8557
Police Sergeant	\$8808	\$9188	-\$9846			

~~E. Effective December 26, 2018, the base wage rates, which include an across-the-board increase of 3.85% for the classifications covered by this Agreement, shall be as follows:~~

<u>Classification</u>	<u>Start</u>	<u>6mos</u>	<u>18mos</u>	<u>30mos</u>	<u>42mos</u>	<u>54mos</u>
Police Officer	\$6787	\$7278	\$7609	\$7902	\$8298	\$8886
Police Sergeant	\$9147	\$9542	\$10225			

~~F. Effective December 25, 2019 the base wage rates for the classifications covered by this Agreement shall be increased across the board by 1% plus one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue area Consumer Price Index (“CPI”) for June 2018 over the same index for June 2019 (1.5% minimum and 4% maximum on CPI). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100), covering the period June 2018 to June 2019 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.~~

6.2 The City shall provide a total annual match of an employee’s contribution to the City’s voluntary deferred compensation program of a maximum of 3.5% of the top step base salary of Police Officer. In the event that the City is unable to provide a deferred compensation match because such a benefit is determined to be illegal, the benefit shall be converted to an across-the-board percentage wage increase of 3.5%, less any savings accruing to the City under a deferred compensation match system because the deferred compensation match does not necessitate the payment of the same salary-dependent rollup costs (such as LEOFF contributions) as does an across-the-board wage increase. Effective January 1, 2019, the City’s match shall increase to 4% of the top step base salary of Police Officer.

6.3 The City may hire employees, who satisfy the criteria for the City’s lateral entry program, at salary step three through salary step five, depending upon prior experience.

6.4 Percentage salary premiums based upon the top pay step of the classification currently held by the employee receiving the premium, shall be paid for the following assignments in accordance with the following schedule:

<u>Assignment</u>	<u>Percentage</u>
Detective, while assigned from any classification in Section 6.1	4%
*Detective-Bomb Squad, while assigned from any classification in Section 6.1	9%

Detective-Homicide, while assigned from any classification in Section 6.1	6%
Detective- CSI, while assigned from any classification in Section 6.1	6%
Detective- FIT, while assigned from any classification in Section 6.1	6%
Diver, while assigned from any classification in Section 6.1	5%
Motorcycle Officer, while assigned from any classification in Section 6.1	3%
Canine Officer, while assigned from any classification in Section 6.1	3%
SWAT Member, while so assigned from any classification in Section 6.1	3%
Hostage Negotiator, while so assigned from any classification in Section 6.1	3%
Academy Instructor, while so assigned from any classification in Section 6.1	3%
Non-Patrol, while so assigned from any classification in Section 6.1	1.5%

*Includes 4% Detective and 5% hazardous duty premium pay.

Patrol Premium

An additional 1.5% of the base monthly, top- step salary for the classification held by the affected employee shall be paid as a premium to patrol officers and patrol sergeants, including those assigned to the Seattle Center, the Mounted Patrol and

the Harbor Unit. Police Officers and Sergeants assigned to the D.W.I. Squad and A.M./P.M. Enforcement Squads will also be eligible to receive patrol premium pay- (however, they have not been eligible for patrol longevity, effective the first pay period after ratification they will become eligible for patrol longevity).

New hires will not be eligible to receive patrol premium pay until they have completed 5 years of service.

The above premiums shall be in addition to the regular salary of employees as specified in Section 6.1. There will be no pyramiding of specialty pays.

- 6.5.1 Longevity premiums based upon the top pay step of the classification currently held by the employee receiving the longevity, shall be added to salaries in Section 6.1 during the life of this Agreement in accordance with the following schedules:

NON-PATROL LONGEVITY

<u>Longevity</u>	<u>Percentage</u>
Completion of seven (7) years of service	2%
Completion of ten (10) years of service	4%
Completion of fifteen (15) years of service	6%
Completion of twenty (20) years of service	8%
Completion of twenty-five (25) years of service	10%
Completion of thirty (30) years of service	12%

PATROL LONGEVITY

In order to encourage experienced officers to remain in or to transfer back to the Patrol Division, the parties have agreed to the following Patrol Longevity provision:

Police Officers and Sergeants assigned to patrol duty (including those assigned to the Seattle Center, the Mounted Patrol, the Harbor unit, SWAT, and Canine units will be eligible for longevity premium pay, based upon the top pay step of the classification currently held by the employee receiving the longevity, in accordance with the following schedule. Effective the first pay period following ratification, Traffic and Gangs will be eligible for longevity pay, based upon the top pay step of the classification currently held by the employee receiving the longevity, in accordance with the following schedule:

<u>Longevity</u>	<u>Percentage</u>
Completion of seven (7) years of service	2%
Completion of ten (10) years of service	6%
Completion of fifteen (15) years of service	11%
Completion of twenty (20) years of service	12%
Completion of twenty-five (25) years of service	14%
Completion of thirty (30) years of service	16%

Longevity premiums shall be paid beginning with the first full pay period following the completion of the eligibility requirements. For the purpose of determining eligibility for longevity premiums, service shall be limited to continuous time served in good standing as a uniformed member of the Seattle Fire Department or a sworn officer or Police Cadet or Police Trainee in the Seattle Police Department.

6.5.2 Body Worn Video (BWV) Pay

Effective the first pay period after January 1, 2018, an additional two percent (2%)

of the base monthly, top-step salary for the classification held by the affected employee shall be paid to employees required to wear BWV while on duty for the City. An employee will be eligible for the BWV pay upon successful completion of probation. Any employee who is in a unit that is not regularly assigned BWV, but who is deployed with a body worn video for a shift/assignment shall receive the BWV pay for the entire shift/assignment. The determination of which officers will wear (or not wear) BWV will be made by the Department.

All eligible employees who were required to wear a body worn video prior to the ratification of this Agreement shall receive BWV pay for the time period between the first full pay period following January 1, 2018 and the last pay period for which retroactive pay is calculated in implementing this Agreement. Any employee who reached the eligible criteria for BWV pay between January 1, 2018 and the last pay period for which retroactive pay is calculated in implementing this Agreement shall receive the retroactive BWV pay for the portion of the time from becoming eligible moving forward.

ARTICLE 7 - DEPARTMENTAL WORK RULES

7.1 Notification of Changes - The Employer agrees to notify the Guild in advance of significant anticipated departmental changes or hearings affecting working conditions of employees covered by this Agreement, and conferences in good faith shall be held thereon before such changes are placed in effect. For illustrative purposes, such changes would include but are not limited to changes in working hours, expansion or reduction of major services, and community relations programs. Transfers, reassignments, and emergency situations shall be excepted from this provision.

7.2 Clothing Allowance - Employees shall purchase clothing and equipment in accordance with department standards. When uniforms or equipment are to be modified, such changes shall be discussed with the Guild, who shall forward their input to the Chief of Police. Any employee hired on or after September 1, 1985, shall be paid \$500.00 for the cost of said items after completion of the academy and appointment as a sworn officer. In addition, each employee shall be paid \$550.00 annually beginning with eighteen (18) months of service from the employee's date of hire to cover the cost of replacement of said items. The Employer agrees to provide a fund to repair or replace clothes or equipment damaged in the line of duty.

Police officers and sergeants who are assigned to the Motorcycle Squad, Mounted Patrol or the Harbor Unit as divers will be eligible for a one-time reimbursement of up to \$500.00 each for the purchase of required items of clothing and/or equipment which are unique to those assignments, upon the showing of receipts of purchase, after one year of service in said assignment.

7.3 Work Rotation - The rotation of personnel between shifts shall be minimized within the limitations of providing an adequate and efficient work force at all times.

A. Except as provided below, the Employer will not arbitrarily change nor reschedule furlough days or scheduled hours of work in order to prevent the payment of overtime to an employee.

B. In certain specialized units (Traffic, Motorcycle, SWAT, K-9, Mounted, Intelligence, Community Police Teams, Proactive Teams, and Gang Unit), there may be a need for personnel to work hours other than those normally worked. In such cases, a 72-hour prior notification shall be given when changing work schedules; otherwise, the pertinent overtime provision will apply. Except in emergencies, personnel will not be required to work sooner than eight (8) hours following completion of the previous shift.

C. Except for the last sentence, the provisions of Section 7.3B above shall not apply to traffic control work at events at the major league baseball or football stadiums.

- D. Employees' shift hours (but not regularly scheduled furlough days) may be adjusted for training purposes, without the payment of overtime, provided the Department gives seven (7) days' advance notice.

7.4 Involuntary Transfer - An involuntary transfer is a permanent change in unit of assignment not requested by the employee.

- A. The Employer shall provide the employee with at least one pay period's advance notice of the transfer.
- B. The notice from the Employer shall list all current and anticipated openings for which the employee is qualified. The employee shall not be limited to the openings listed by the Employer, if the employee can make other arrangements. If multiple positions are available, the employee shall be permitted to select the position to which he/she shall be transferred.
- C. When an involuntary transfer is required to fill a vacancy, it shall be accomplished by inverse Department seniority.
- D. When an involuntary transfer is required as a result of a reduction in the number of available positions within a unit, it shall be accomplished by inverse unit seniority. If two or more employees are displaced and wish to transfer to the same available position, the employee with the most Department seniority will be transferred to the position.
- E. Any exceptions to the above shall be made by a Bureau Chief, who shall inform the involved employee(s) in writing. The exception must be necessary for bona fide operational reasons or to meet a specific Department need for special, bona fide qualifications or experience. In instances where more than one employee has the needed qualifications or experience, the least senior employee, as defined by subsection 7.4E above, shall be transferred.
- F. Upon the submission of a prompt written request, the employee's Bureau Chief or his/her designee shall meet with the employee to discuss the basis for the involuntary transfer.
- G. Prior to an involuntary transfer for inadequate performance, an employee will be given notice of the performance deficiencies and a reasonable opportunity to correct the deficiencies.

7.4.1 Disciplinary Transfer – A disciplinary transfer is a permanent change in unit of assignment that is imposed as discipline and shall be subject to the requirement of just cause.

7.4.2 Investigatory Transfers – An investigatory transfer is a temporary change in unit of assignment not requested by the employee that is made pending the completion of an investigation. The employee shall be provided notice of the available position(s) to which the employee may be transferred. If the notice includes multiple positions, the employee shall be permitted to select the position to which he/she shall be transferred. Upon completion of the investigation, if no misconduct is found, the employee may elect to return to his/her unit of assignment, except where a Bureau Chief determines that bona fide operational reasons exist to the contrary.

7.4.3 Temporary Assignments – A temporary assignment is a temporary change in unit of assignment for the purpose of filling a temporary vacancy or a grant funded position, or for training. During a temporary assignment, employees shall continue to accrue seniority in the unit from which they have been temporarily assigned. If a temporary assignment becomes a permanent assignment, the employee shall accrue seniority in the unit from the date of the temporary assignment.

7.4.4 Performance Based Transfers – A transfer based upon inadequate performance shall only occur if the Department has documented a repetitive performance deficiency and informed the employee, and the employee has had a reasonable opportunity to address the performance deficiency, normally no less than thirty (30) and no more than ninety (90) days. The performance deficiency to be corrected must be based on objective criteria that are evenly applied across similar units of assignment (for purposes of this provision similar units of assignment in patrol will be citywide across the watch). The performance deficiency identified as needing correction cannot be simply general statements. The employee shall be given a written explanation of 1) the concerns, which shall include sufficient facts or examples of the employee's failures to meet the objective criteria in order to assist the employee to understand the issue(s); and 2) specific actions the employee can take to satisfactorily address the employer's concerns. Prior to the written explanation document being given to the employee, it shall be reviewed and approved by the employee's Bureau Commander and the Department's Human Resource Director (or designee). When making the transfer, the Department will give good faith consideration to the employee's preference for a new assignment.

7.5 Firearms Required/Qualifications

- A. No employee shall be required to work without a firearm except as provided below:
1. The Employer may require an employee to work for up to ten (10) days without a firearm in a position that does not require dealing with the public in person.
 2. Within that ten (10) day period the officer will receive a psychological

evaluation, at the Department's expense, and the results of that evaluation will determine continuation of the employee's temporary assignment. Such evaluations shall be conducted in accordance with the Americans with Disabilities Act (ADA). This position would not be considered to be a limited duty assignment.

- B. Employees will be required to qualify with their service weapon at the range as a condition of employment. If an employee fails to qualify at the range, the employer shall provide remedial firearms training to the employee. If the employee still fails to qualify during the course of remedial training, the employee shall be allowed sixty (60) days from the conclusion of remedial training to demonstrate the ability to qualify. An employee who fails to qualify after remedial training shall be reassigned to an administrative position. The City shall notify the Guild when an employee fails to qualify after remedial training. The employee may appeal the reassignment to the Firearms Qualification Review Board (FQRB). During this 60-day period, the employee will be provided with a reasonable amount of additional target ammunition to assist the employee to gain proficiency, and, upon request, the Department may provide coaching from a member of the range staff.

If, at the conclusion of the 60-day period, the employee has still not qualified, the Employer may take appropriate measures with the employee. Should the employee be disabled or on sick leave during any portion of the 60-day period, the 60-day period shall be lengthened by the amount of the time the employee was disabled or on sick leave. Appropriate measures shall include, if the employee was formerly authorized to carry a revolver, affording the employee the opportunity to qualify with a revolver, which shall thereafter be the employee's service weapon until the employee qualifies with an automatic. The Department may not institute disciplinary measures against the employee for at least ten (10) days following the expiration of the 60-day period. If at any time during the pendency of the disciplinary action the employee qualifies with his/her service weapon, the disciplinary action shall immediately be terminated with no discipline issued to the employee based upon the failure to qualify and the employee shall be returned to the assignment held prior to the remedial training.

The FQRB shall be composed of one representative of the Training Section, one member appointed by the Chief, and one Guild representative. The FQRB shall meet within seven (7) days of receiving an appeal from a member and shall consider any written or oral information provided by the employee. The FQRB shall make a recommendation to the Chief concerning the reassignment of the employee and the training options available to assist the employee in qualification.

7.6 Bulletin Boards - The Seattle Police Officers' Guild shall be entitled to maintain one (1)

bulletin board in a conspicuous place in each outlying Police Precinct, the Operations Bureau and the Investigations Bureau.

- 7.7 Menial Tasks - The Employer shall not require an employee to perform work defined as janitorial or intentionally embarrassing in nature. An employee shall be responsible for the appearance of his/her work area, vehicle and other assigned equipment; provided further, an employee shall be responsible for the proper condition of his/her uniform, weapons and other items of personal equipment in his/her care and possession.
- 7.8 Sickness/Serious Injury in the Family - In the event of a sudden, unexpected, disabling illness, injury or condition to a member of the immediate family of an employee, said employee will be entitled to such release time as is reasonably necessary to stabilize the employee's family situation. Such release time may be granted by the employee's immediate supervisor for a period of up to two (2) days; provided, however, that any additional release time must be approved by the Employer or his/her designated representative. The employee will, upon request, provide the necessary documentation to establish the nature and duration of the emergency.
- 7.9 Employees covered by this Agreement shall be allowed to engage in off-duty employment subject to the same terms and conditions in effect on January 1, 1992. This provision is subject to the Secondary Employment reopener set forth in Article 21.
- 7.10 It is agreed that non-sworn personnel shall neither be dispatched to, nor assigned as a primary unit to, investigate any criminal activity.
- 7.11 Except for unusual circumstances, an employee who is to be transferred for thirty (30) days or longer by the Employer from one Unit, Shift (Day, Evening, Night) and/or Watch to another shall be given at least four (4) calendar days' notice prior to the effective date of the transfer.
- 7.12 A request for a leave of absence without pay shall not be unreasonably denied, consistent with available staffing levels. An employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period.
- 7.13 Performance Appraisals.
- A. An annual performance appraisal shall be conducted by the employee's immediate supervisor.
 - B. The employee's immediate supervisor shall meet with the employee for the purpose of presenting feedback about job performance. Performance

appraisals shall not include references to acts of alleged misconduct that were investigated and unfounded, exonerated or not sustained, or sustained and reversed on appeal. The employee shall be given an opportunity to provide written comments on the final appraisal including, but not limited to, agreement or disagreement with the information presented. The employee shall sign the appraisal to acknowledge receipt. Signing the appraisal shall not infer agreement with the review.

- C. If an employee wishes to challenge an appraisal, the following steps shall be taken in the following order:

STEP 1

Within fifteen (15) days of receiving the appraisal, the employee may request a meeting with his/her supervisor to address and challenge the appraisal. After the employee has provided the information associated with the challenge, the supervisor shall advise the employee as part of the meeting of his/her determination to either modify the appraisal or preserve it as written. The supervisor shall document the discussion with the employee. If the employee is not satisfied with the supervisor's response, he/she may appeal to Step 2.

STEP 2

Within fifteen (15) days following the meeting with his/her supervisor, the employee may request a meeting with the supervisor's commanding officer (or civilian equivalent) to address and challenge the appraisal. After the employee has provided the information associated with the challenge, the commanding officer shall advise the employee as part of the meeting of his/her determination to either modify the appraisal or preserve it as written. The commanding officer shall document the discussion with the employee. If the employee is not satisfied with the commanding officer's response, he/she may appeal to Step 3 only if the employee alleges: (1) factual inaccuracy in the appraisal, including references to acts of misconduct that were investigated and unfounded, exonerated or not sustained, or sustained and reversed on appeal; and/ or (2) lack of prior notice of the conduct that the supervisor has identified as part of the performance appraisal.

STEP 3

Within fifteen (15) days following the meeting with his/her commanding officer the employee may request, through the SPD Director of Human Resources, a review by the Performance Appraisal System (PAS) Review Board to address concerns of factual inaccuracy and/or lack of prior notice. The request must be submitted in writing and cite specific facts supporting the employee's allegation(s). The SPD Director of Human Resources will review the employee's request to determine if the criteria for an appeal have been met.

The Board shall consist of a total of six (6) members, three (3) selected by the Guild and three (3) selected by the Department. If due to scheduling conflicts the Board of six (6) is unable to meet within one month of employee's request for Board review, the Board may be composed of four (4) members, two (2) selected by the Guild and two (2) selected by the Department. No Board member may have been actively involved in conducting the performance appraisal of the employee appealing to the Board.

The Board shall review the relevant evidence, meet with the employee and the Department representatives responsible for the performance appraisal, and vote to determine to either modify the appraisal or preserve it as written. The SPD's Director of Human Resources will also attend the meeting. In the event the Board is unable to reach a majority decision, the final determination shall be made by the SPD's Director of Human Resources.

The decision of the Board/SPD Director of Human Resources shall be final and not subject to the grievance process or appeal to the Public Safety Civil Service Commission. Together with the decision, the Board may provide recommendations to the employee on how he/she can improve on weaknesses that are identified. The Board may also provide recommendations to the employee's Chain of Command on how to assist the immediate supervisor and employee in addressing any performance related or work relationship concerns.

- D. The Department may use performance appraisals, along with other relevant information, in determining the appropriateness of promotions and voluntary transfers, and as notice for the purpose of disciplinary actions. Employees may not appeal a performance appraisal used in making such determinations unless they do so within the timelines provided by subsection C above.

ARTICLE 8 - HOLIDAYS

- 8.1 Employees covered by this Agreement shall be allowed ~~twelve~~fourteen (~~12~~14) holidays off per year with pay, or ~~twelve~~fourteen (~~12~~14) days off in lieu thereof, for a total of ~~96~~112 hours of paid holiday time, at the discretion of the Chief of Police, and Ordinance 97220, as amended, and all others in conflict herewith are hereby superseded. For purposes of holiday premium pay, holidays shall be defined as commencing at 0001 hours and ending at 2400 hours on the dates specified at Section 8.3 below.
- 8.2 Employees on pay status on or prior to October 1st shall be entitled to use of a personal holiday during that calendar year. Employees on pay status on or prior to February 12th shall be entitled to use a second personal holiday during that calendar year.
- 8.3 Employees covered by this Agreement who are scheduled to work during the holiday time periods enumerated below shall be compensated at the rate of one and one-half (1½) times their regular hourly rate of pay for each hour worked during said period. The dates of the holidays are set forth in parentheses; provided, however, there shall be no pyramiding of the overtime and holiday premium pay.

New Year's Day	(January 1st)
Martin Luther King, Jr.'s Day	(third Monday in January)
Presidents' Day	(third Monday in February)
Memorial Day	(last Monday in May)
<u>Juneteenth</u>	<u>(June 19th)</u>
Independence Day	(July 4th)
Labor Day	(first Monday in September)
<u>Indigenous Peoples' Day</u>	<u>(second Monday in October)</u>
Thanksgiving Day	(fourth Thursday in November)
The day immediately following Thanksgiving Day	
Christmas Day	(December 25th)

- 8.4 Whenever an employee has actually worked a holiday covered in Section 8.1 and the employee has not been given a day off with pay in lieu thereof and the employee is subsequently prevented from taking such a day off during that calendar year because of illness, injury or department work schedule, the employee may carry over to the next succeeding year such unused holiday time, or the Employer may compensate the employee at his/her straight-time hourly rate for said holiday time; provided, however, that in either case the total number of holidays carried over or paid shall not exceed the number of months remaining in the year at the onset of such illness or injury; provided further, the employee has made a conscientious effort to use his/her holiday time off.

- 8.5 When a LEOFF II employee is on disability leave or sick leave and a holiday occurs, he/she shall be marked holiday on the time sheet. When a LEOFF I employee is on disability leave and a holiday occurs, he/she shall not be allowed to cash out that holiday or save it for future use. This provision shall not prevent the Guild from contesting the legality of such practice.
- 8.6 If an employee is required to work on July 4th and that day falls on his/her scheduled time off, the employee shall be compensated at the rate of double time for all hours worked.

ARTICLE 9 - VACATIONS

- 9.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 9.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period; except in the case of employees who work an alternative schedule whose work hours are equivalent to eighty (80) hours biweekly on an annualized basis.
- 9.2 "Regular pay status" is defined as regular straight-time hours of work plus any paid time off. At the discretion of the Employer, 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.
- 9.3 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. For purposes of the following table, the word "days" refers to eight- hour days.

<u>COLUMN NO. 1</u> <u>ACCRUAL RATE</u>		<u>COLUMN NO. 2</u> <u>EQUIVALENT ANNUAL</u> <u>VACATION</u> <u>FOR FULL-TIME EMPLOYEE</u>			<u>COLUMN NO. 3</u> <u>MAXIMUM</u> <u>VACATION</u> <u>BALANCE</u>
Hours on Regular Pay Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Working Hours Per Year	Maximum Hours
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

- 9.4 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.

- 9.5 Employees may, with Employer approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.
- 9.6 If an employee is unable to take vacation time due to the Employer's operational needs, and has exceeded his/her maximum balance, the employee may request the restoration of any lost vacation time. The request must be made in writing via the Chain of Command within thirty (30) days from the date of reaching the maximum balance. Approval will be at the discretion of the Chief of Police or his/her designee on a case-by-case basis.
- 9.7 "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 consecutive anniversaries of the employee's date of hire thereafter.
- 9.8 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 Chief of Police, such lesser fraction of a day as shall be approved by the department head.
- 9.9 An employee who retires or resigns or who is laid off after more than six (6) months' service shall be paid in a lump sum for any unused vacation he/she has previously accrued.
- 9.10 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.
- 9.11 Except for family and medical leave granted pursuant to Chapter 4.26, Seattle Municipal Code, 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 he/she has previously accrued or, at the Employer's option, the employee shall be required to exhaust such vacation time before being separated from the payroll.
- 9.12 Where a LEOFF II employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons only with prior approval of the Chief of Police or his/her designee. Except for family and medical leave granted pursuant to Chapter 4.26, Seattle Municipal Code, employees must use all accrued vacation prior to beginning an unpaid leave of absence; provided, however, that if an employee is utilizing long term disability insurance, the employee shall have the option as to whether to utilize sick leave, compensatory time, or vacation time prior to being placed on an unpaid leave of absence.
- 9.13 The Chief of Police 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.

- 9.14 In the event that an employee becomes seriously ill or seriously injured while he/she is on vacation, and it can be established that the employee is incapacitated due to the illness or injury, the day or days that he/she is sick under these circumstances shall be carried as sick rather than vacation, and he/she will for all purposes be treated as though he/she were off solely for the reason of his/her illness or injury. Upon request of the Employer, the employee shall submit medical documentation of the illness or injury from the attending physician.
- 9.15 All requests for vacation time of 10 days or greater submitted by January 31 of each year shall be made in the order of departmental seniority and returned either approved or denied by February 14. All vacation requests made after January 31 of each year shall be honored on a first-come, first-served basis.

It is understood, however, that the Employer has the right to decide whether or not the department's operational needs can accommodate vacation time being taken in any case.

If an employee is transferred at the employee's request, the employee shall not be allowed to displace the vacation time previously selected by any other employees, regardless of the respective seniority of the employees. If the employee is transferred at the Department's behest, the Department will honor the vacation requests of all existing employees and the transferring employee.

ARTICLE 10 - PENSIONS

- 10.1 Pensions for employees and contributions to pension funds will be governed by the Washington State Statute in existence at the time.

ARTICLE 11 - MEDICAL COVERAGE

- 11.1 Medical coverage shall be provided in accordance with the laws of the State of Washington, RCW 41.20.120 and/or RCW 41.26.150.
- 11.2 For employees covered by this Agreement who were hired before October 1, 1977, and are covered by State Statute RCW 41.26, the City will provide a medical care program, as established by the City, for the dependents of eligible employees pursuant to Ordinance 102498, as amended.
- 11.3 For employees covered by this Agreement who are not covered by State Statute R.C.W. 41.26 or who are hired on or after October 1, 1977, and who are not entitled to medical coverage under State Statute R.C.W. 41.26, the City shall provide a medical care program, as established by the City, for eligible employees and their eligible dependents.
- 11.4 The City shall pay ninety-five percent (95%) of the self-insured Seattle Traditional and Seattle Preventive monthly cost for the medical care programs cited in Sections 11.2 and 11.3, and employees shall pay, through payroll deduction, the remaining five percent (5%) of the monthly cost.
- 11.5 The City shall provide information to the Guild by August 15, including claims experience and health care cost trends utilized by the City to actuarially determine the subsequent year's rates, together with the City's actuarially determined rates for the self-insured Seattle Traditional and Seattle Preventive plans available to bargaining unit members. (For example, for 2009, the City shall provide claims experience and cost trend information to the Guild by August 15, 2008.) The City shall utilize the same actuarial methodology in determining health care rates for each respective plan as was utilized by the City to establish the rates for each respective plan for 2005. If the Guild elects to challenge health care rates established by the City for the identified plans, it shall do so through the initiation of a grievance at Step 3 of the grievance procedure set forth at Appendix A of this Agreement by no later than September 30 of the calendar year preceding the rate change (e.g., September 30, 2008 for 2009 health care rates).
- 11.6 The City shall pay eightyninety-five percent (8095%) of the Kaiser Standard Plan's (formerly Group Health Cooperative) monthly premium, for the medical care programs cited in Sections 11.2 and 11.3, now funded by the City. Employees that subscribe to the Kaiser Standard Plan shall pay the remaining twentyfive percent (205%) of the monthly premium cost ~~through calendar year 2018. Effective January 1, 2019, the City shall increase its share of the monthly premium for the Kaiser Standard Plan to ninety-five percent (95%), with employees paying the remaining five (5%) percent.~~

The City will provide a vision care benefit under the Kaiser Plan. The City shall pay ~~eighty~~ninety-five percent (~~80~~95%) of the additional cost for providing ~~this benefit for the calendar years 2015 through 2018. Effective January 1, 2019, the City share shall increase to ninety-five percent (95%) of the monthly premium for~~ the vision care benefit under the Kaiser Standard Plan, with employees paying the remaining five percent (5%).

- 11.7 Employees may enroll in the Kaiser Deductible Plan that is offered to other City employees. The benefits of the plan are subject to change as determined by the City's Labor-Management Health Care Committee and employees shall be advised of such changes during the annual open enrollment period. For the calendar years ~~2015-2020~~2021-2023, during the term of this Agreement, the City shall pay ninety-five percent (95%) of the Kaiser Deductible Plan's monthly premium. Employees that subscribe to the Kaiser Deductible Plan shall pay the remaining five percent (5%) of the monthly premium cost for each calendar year during the term of this Agreement.
- 11.8 Except as otherwise provided in this Agreement, the Seattle Traditional and Seattle Preventive self-insured plan designs shall remain as they existed for the ~~2015~~2021 program year and shall remain unchanged during the term of this Agreement, except by mutual written agreement of the parties.
- 11.9 Retirees under the age of 65 (including those who separate and are eligible at the time of separation to receive a monthly LEOFF retirement benefit but elect to defer receiving the monthly benefit until a later date) shall be entitled to participate in the medical plans offered to active Guild members and the retiree medical plans available to other City employees. The costs of the plans shall be paid by these retirees. These retirees may elect to obtain coverage for their dependents at the time of retirement pursuant to the same eligibility requirements as may active members. The City will provide this option to these retirees with tiered-rates.

These retirees must select a particular medical option which will remain in effect until age 65. These retirees must elect coverage within thirty-one (31) days of their LEOFF retirement or the date their COBRA benefits expire or, if they are rehired by the City in a civilian capacity and they have no break in coverage under the medical plans offered to City employees, within thirty-one (31) days of their separation from City service. These retirees can enroll eligible family members who were enrolled on a City medical plan immediately prior to retirement. They can later remove dependents but cannot add any dependents after the initial enrollment period; provided that enrollment of a spouse or domestic partner may be delayed while the spouse or domestic partner is covered through their employer. When the spouse or domestic partner loses such coverage, they may enroll in the retiree plan within thirty-one (31) days of the loss of coverage upon providing proof of loss of coverage. If a retiree declines coverage during the applicable enrollment period, the retiree

and the retiree's spouse or domestic partner and dependents cannot enroll at a later date.

Any benefit changes to the plans for Guild members and other City employees who are active employees will automatically apply to the respective retiree plans.

- 11.10 The health care programs cited in Section 11.2 and Section 11.3 above do not have to remain exactly the same as the programs in effect upon the effective date of this Agreement but the medical benefits shall remain substantially the same. The City may, at its discretion, change the insurance carrier for any of the medical benefits covered above and provide an alternative plan through another carrier. However, any contemplated modification(s) to the medical benefits afforded under the existing health care program(s) or a change in carrier(s) shall first be discussed with the Guild. If a carrier is unable or unwilling to maintain a major benefit now covered under said plans, the parties to this Agreement shall enter immediate negotiations over selection of a new carrier and/or modification of the existing plan.
- 11.11 During the term of this Agreement, the Employer may eliminate the insurance carrier for any of the medical 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 benefits and is more cost effective. The Employer, at its discretion, may provide, and later discontinue if it deems appropriate, any other medical care options in addition to those cited in Sections 11.2, 11.3 and 11.5.
- 11.12 Changes In Health Care Plan Third-Party Administrators And/Or Provider Networks - During the term of the collective bargaining agreement and consistent with section 11.9 of the agreement, the City shall have the right to contract with and/or change one or more third party administrators for health care benefit plans, and to change provider networks, even though such a change may exclude the health care providers of some employees from coverage under the City's benefit plans, if benefits remain the same. The City shall provide SPOG with at least thirty (30) days written notice of any change of provider networks, and/or third-party administrators.
- 11.13 Employees who are catastrophically disabled as defined in the Jason McKissack Act will have access to the medical, dental and vision benefits as required by said Act and as outlined in the "Benefits Exception Approval Request" signed by the SDHR Director on May 10, 2012.

ARTICLE 12 - DENTAL CARE

- 12.1 Pursuant to Ordinance 100862, as amended, the City shall provide a dental care program, as established by the City, for eligible employees and their dependents.
- 12.2 The City shall pay one hundred percent (100%) of the monthly premium for the dental care program now funded by the City. The per person annual maximum benefit shall be ~~one thousand five hundred dollars (\$1,500). Beginning January 1, 2019, the per person annual maximum benefit shall be~~ two thousand five hundred dollars (\$2,500).
- 12.3 The Employer shall provide through its dental care plan orthodontic coverage for adults and dependents under the age of 19. This benefit shall provide 50% of the usual, customary and reasonable charges for orthodontic work, up to a maximum of ~~\$2,000~~3,000 in benefits for each eligible individual. ~~Beginning January 1, 2019, the maximum \$2,000 in benefits shall increase to \$3,000.~~ For example, if the orthodontic bill is \$1,400, the dental program will pay \$700.

ARTICLE 13 - SICK LEAVE AND LONG-TERM DISABILITY

- 13.1 Employees covered by this Agreement who are not covered by State Statute R.C.W. 41.26 shall receive sick leave benefits provided to other City employees under Ordinance 88522 as amended, and as provided in Section 13.4 below.
- 13.2 Employees covered by this Agreement hired on or after October 1, 1977, who are not entitled to disability leave under State Statute R.C.W. 41.26, shall be granted sick leave benefits as provided under Ordinance 88522, as amended and as provided in Section 13.4 below. Upon retirement or death or service-connected disability, twenty five percent (25%) of an employee's unused 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 the employee's retirement. Employees, who separate and are eligible at the time of separation to receive a monthly LEOFF retirement benefit and elect to defer receiving the monthly benefit until a later date, shall be entitled to the same sick leave cashout benefit as if they were receiving a LEOFF retirement benefit.
- 13.3 Under the terms of the parties Memorandum of Understanding, dated February 3, 1999, the City shall provide mandatory payroll deduction for the monthly premium costs of a disability insurance plan to be selected periodically and administered by the Guild.
- 13.4 Sick Leave Incentive - Effective September 1, 1986, employees covered by this Agreement, hired on or after October 1, 1977, who are not entitled to disability leave under State Statute R.C.W. 41.26, shall be eligible for the following sick leave incentive program:
- A. Employees who use no sick leave in a payroll year shall have sixteen (16) hours of additional sick leave credited to their account for the next year;
 - B. Employees who use two (2) days or less of sick leave in a payroll year shall have twelve (12) hours of additional sick leave credited to their account for the next year;
 - C. Employees who use four (4) days or less of sick leave in a payroll year shall have eight (8) hours of additional sick leave credited to their account for the next year.

Such incentive sick leave shall be subject to all rules, regulations and restrictions as normally earned sick leave, except as provided below.

- D. Incentive sick leave may be used only after all regular sick leave has been used.

- E. Incentive sick leave may not be cashed out or applied to the payment of health care premiums pursuant to Section 13.2 above.
- F. If an employee is absent from work due to an on-duty injury or illness or a leave of absence, for thirty (30) days or more, the amount of incentive sick leave that can be potentially earned will be proportionally reduced.
- G. To be eligible for incentive sick leave in a given payroll year, an employee must have been appointed to a rank covered by this Agreement prior to January 1st of said payroll year.
- H. Any sick leave benefits used by officers for any illness or injury covered by the State Industrial Insurance and Medical Aid Acts will (1) not be counted as sick leave used for purposes of computing whether an employee is entitled to the incentive provided herein; and (2) will first be subtracted from the separate balance of incentive sick leave existing under this Article before any deductions are made from the officer's regular sick leave account.

ARTICLE 14 GRIEVANCE PROCEDURE

- 14.1 Any dispute between the Employer and the Guild concerning the interpretation or claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. Such a dispute shall be processed in accordance with this Article. For purposes of processing, grievances will be categorized in two ways: “Discipline Grievances” and “Contract Grievances”.

Discipline Grievances cover the challenge to a suspension, demotion, termination or transfer identified by the Employer as disciplinary in nature. Any grievance challenging such discipline shall be considered a Discipline Grievance, even though the grievance may involve other contractual issues as well. A Discipline Grievance will be initiated at Step 3 and may include additional related grievance(s) regarding an interpretation or claim of breach or violation of the terms of the Agreement, which may be added per Section 14.2 Step 4.

Contract Grievances cover all other grievances that do not fit in the definition of “Discipline grievance” including other types of discipline. A Contract Grievance will be initiated at Step 1 or as provided for in Section 14.3.

There shall be no change in the nature of any Contract Grievance after it is submitted at step 2 or above. Any disputes involving Public Safety Civil Service Commission Rules or Regulation shall not be subject to this Article unless covered by an express provision of this Agreement.

An employee covered by this Agreement must, upon initiating objections relating to actions subject to appeal through either the grievance procedure or pertinent Public Safety Civil Service appeal procedures, use either the grievance procedure contained herein or pertinent procedures regarding such appeals to the Public Safety Civil Service Commission. Under no circumstances may an employee use both the grievance procedure and Public Safety Civil Service Commission procedures relative to the same action. If there are dual filings with the grievance procedure and the Public Safety Civil Service Commission, the City will send a notice of such dual filings by certified mail to the employee(s) and the Guild. If both appeals are still pending after thirty (30) days from the receipt of such notice by the Guild, the appeal through the grievance shall be deemed withdrawn. The withdrawn grievance shall have no precedential value.

- 14.2 A grievance as defined in Section 14.1 of this Article shall be processed in accordance with the following procedure:

Step 1

Contract Grievance:

All Contract Grievances shall be submitted in writing generally describing the nature of the grievance by the aggrieved employee to his/her Lieutenant within thirty (30) calendar days of the day the employee knew or should have known of the alleged contract violation. The Lieutenant shall provide the City's answer to the grievance to the aggrieved employee and the Guild in writing within fifteen (15) calendar days after being notified of the grievance.

Discipline Grievance: this step does not apply.

Step 2

Contract Grievance:

If the Contract Grievance is not resolved pursuant to Step 1 above, the aggrieved employee may, if he/she still desires to pursue the grievance, submit the grievance in writing to the Guild. The grievance shall be reduced to written form by the Guild, stating the Section(s) of the Agreement allegedly violated and explaining the grievance in detail, including a description of the incident, the date the matter first came to the attention of the employee, the date the employee submitted the grievance to his/her Lieutenant, and the remedy sought. If it elects to do so the Guild shall submit the written grievance to the Chief of Police or his/her designee within fifteen (15) calendar days after the Step 1 answer is due, with a copy to the City Director of Labor Relations. The Chief of Police or his/her designee shall answer the grievance on behalf of the Department within fifteen (15) calendar days.

Discipline Grievance: this step does not apply.

Step 3

Contract Grievance:

If the Contract Grievance is not resolved pursuant to Step 2 above, it shall be reduced to writing in the same manner described in Section 2 and filed at Step 3. The Guild shall forward the Step 3 grievance to the City Director of Labor Relations with a copy to the Chief of Police within fifteen (15) calendar days after the Step 2 answer is due. The Director of Labor Relations or his/her designee shall investigate the grievance. Either the Director of Labor Relations or his/her designee, or the Guild may request a meeting between the appropriate parties to discuss the facts of the grievance and such a meeting shall occur within fifteen (15) calendar days from receipt of the Step 3 grievance. The Director of Labor Relations shall thereafter make a recommendation to the Chief of Police. The Chief of Police shall, within

fifteen (15) calendar days after receipt of the written grievance or the meeting between the parties, whichever is later, provide the Guild with his/her written decision on the grievance with a copy to the City Director of Labor Relations.

Discipline Grievance:

Discipline Grievances shall be submitted in writing by the Guild at Step 3 of the grievance process, within thirty (30) calendar days from the date of the final action by the City. Such a grievance may be general in nature and is not required to cite any contract violation other than lack of just cause; additional violations may be added pursuant to Step 4. The Guild shall forward the Step 3 grievance to the Department's Human Resources Director and the City Director of Labor Relations, with a copy to the Chief of Police. The Director of Labor Relations (or designee) shall investigate the grievance. Either the Director of Labor Relations, or the Guild may request a meeting between the appropriate parties to discuss the facts of the grievance and such a meeting shall occur within fifteen (15) calendar days from receipt of the Step 3 grievance. The Director of Labor Relations shall thereafter make a recommendation to the Chief of Police. The Chief of Police shall, within fifteen (15) calendar days after receipt of the written grievance or the meeting between the parties, whichever is later, provide the Guild with his/her written decision on the grievance with a copy to the Director of Human Resources.

Step 4

If the grievance is not settled at Step 3, the grievance may be referred to arbitration, to be conducted under the voluntary labor arbitration rules of the American Arbitration Association (AAA). Referral to arbitration by either party must be made within thirty (30) calendar days after the Step 3 response is due.

Contract Grievance:

Contract Grievances shall be accompanied by the following information:

1. Identification of the Section(s) of the Agreement allegedly violated.
2. Details or nature of the alleged violation.
3. Position of the party who is referring the grievance to arbitration.
4. Question(s) which the arbitrator is being asked to decide.
5. Remedy sought.

Discipline Grievance:

Discipline Grievances shall be accompanied by a copy of the information contained in the grievance submitted in the Step 3 notice. The arbitrator in a Discipline Grievance shall determine whether the Chief's disciplinary decision was for just cause and in compliance with this Agreement and, if not, what the remedy should be. In making determinations as to what the remedy shall be, the arbitrator will give deference to the Chief's judgment as to the appropriate disciplinary penalty so long as the disciplinary penalty is reasonable and consistent with just cause. In Discipline Grievances, if the Guild ultimately identifies other contract violations besides just cause, it shall notify the City no later than forty-five (45) days prior to the first day of the Discipline Grievance arbitration, unless the Guild has good cause to notify the City less than 45 days prior to the hearing. Such notification shall include a general explanation of the basis for the asserted Contract violation. Contract violations added at Step 4 as part of a Discipline Grievance proceed to arbitration with the Discipline Grievance.

Arbitration

An arbitration hearing shall generally be conducted within ninety (90) calendar days from the date the arbitrator provides potential dates to the parties, recognizing that the parties may extend the timeline to account for availability. Requests for an extension will not unreasonably be denied.

The Parties agree to abide by the award made in connection with any arbitrable difference.

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

- A. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- B. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Guild and union employees involved.
- C. For Contract Grievances the cost of the arbitrator shall be borne by the party that does not prevail. For Discipline Grievances, the cost of the arbitrator shall be split by the parties. Each party shall bear the cost of presenting its own case. However, with the exception of the subject employee in Discipline Grievances, any employee who attends a Discipline Grievance as a witness

during his/her off-duty time shall be compensated in accordance with Section 5.6 (Overtime Pay for Court Appearances) of this Agreement. In the event all the charges in the complaint are exonerated or unfounded, the subject employee will also be entitled to the overtime provision in Section 5.6.

- D. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.
- E. Any arbitrator selected under Step 4 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.
- F. Selection of Arbitrators. ~~The~~For all grievances governed by RCW 41.58.070, the arbitrator shall be assigned by PERC according to the statutory procedures. For all other grievances, the arbitrator shall be selected from a permanent panel of arbitrators created in the following manner. The parties will each submit a list of ten (10) acceptable arbitrators. The arbitrators submitted by each party shall be on either the AAA and/or the Federal Mediation and Conciliation Service (FMCS) panels of Pacific Northwest Arbitrators and will charge for travel only within Washington/Oregon. Any name on both the Guild and City lists is automatically on the panel. Each party will then have the opportunity to strike two names from the remaining names on the list of the other party. The parties will then randomize the list through an agreed upon methodology. Absent agreement on a methodology, names shall be randomized by the PERC (the "List"). The List will be used by the parties for arbitrator selection for the duration of the Agreement. Selection of an arbitrator will operate as follows:
1. The parties will alternate who goes first, starting with the Guild going first in the first arbitration conducted under this Agreement.
 2. The party going first will have the option to strike or accept the top name on the List. The other party then will have the option to strike or accept the top name on the List. After each party has gone, the top name on the List will be the arbitrator that hears the grievance. Any arbitrator struck by a party, or selected to hear a case, shall rotate to the bottom of the list.
 3. The parties will continue sequentially down the List for all future arbitrations.
 4. The List will remain in effect until a new collective bargaining

agreement is reached, at which time the parties will go through the above process and update the List, thereby ensuring that there will be a sufficient number of labor arbitrators to resolve disputes. The List will be appended to the 2015 - 2020 collective bargaining agreement. In the event either party seeks to modify the selection process in negotiations for the 2021 bargaining agreement, and the parties are unable to agree, the status quo doctrine will be inapplicable to resolution of this issue in interest arbitration.

- 14.3 The Guild may file a Contract Grievance at the step appropriate to the status of the decision maker whose action was the basis of the grievance, but in no event shall the grievance be filed at a step higher than Step 3.
- 14.4 The time limits for processing a grievance stipulated in 14.2 of this Article may be extended for stated periods of time by mutual written agreement between the Employer and the Guild, and the parties to this Agreement may likewise, by mutual written agreement, waive any step or steps of Section 14.2.
- 14.5 If the City fails to comply with any time limitation of the procedure in this Article pertaining to a Contract Grievance, the matter will be settled in favor of the Guild's last requested remedy. If the aggrieved/Guild fails to comply with any time limitation of the procedure in this Article pertaining to a Contract Grievance, the grievance is withdrawn and the City's position sustained. If the Guild fails to file a Discipline Grievance within the time limit specified in Step 3, the City's position is sustained. While forfeiture under this clause will finally resolve the matter in dispute, it will not establish a precedent between the parties. If the City does not timely respond at Step 3 of a Discipline Grievance, the Discipline Grievance automatically advances to Step 4.
- 14.6 Grievance settlements shall not be made retroactive beyond the date when the Guild knew or should have known of the existence of the grievance. Diligence in filing the grievance shall be relevant to the issue of the retroactivity of the arbitrator's award.
- 14.7 A grievance decision at any step of the procedure in Section 14.2 of this Article shall not set a precedent, with the exception of Step 4. A decision at Step 1 shall be subject to reversal by the Employer within fifteen (15) days of the date a Bureau Chief or the Chief of Police knew or should have known of the Step 1 decision. In the event a decision is set aside as described in this Section, the ensuing grievance time limits shall become operative when the Guild is notified of the reversal.
- 14.8 Employees covered by this Agreement will follow all written and verbal directives which are alleged to be in conflict with the provisions of this Agreement. Disputes concerning conflicts between directives and the contract may subsequently be addressed through the grievance procedure.

- 14.9 As an alternative to answering the Step 3 Contract Grievance or conducting an investigation or meeting at Step 3, the Director of Labor Relations after consultation with the Chief of Police may, in writing, refer the Contract Grievance back to the Guild. The Guild may then initiate Step 4 of this procedure within the time frames specified therein.
- 14.10 The parties may, by mutual agreement, submit any grievance for mediation prior to, during, or in lieu of the arbitration process.
- 14.11 The hearing before the arbitrator shall be recorded. If a transcript is requested by either party, that party shall bear the costs of producing the transcript for the arbitrator unless both parties wish to have a copy, in which case the costs of the transcription shall be evenly split by the parties. If neither party wishes that a transcript be prepared, but the arbitrator does, the parties shall evenly split the cost of the preparation of a transcript.

ARTICLE 15 - MANAGEMENT RIGHTS

- 15.1 The Guild recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

Among such rights is the determination of the methods, processes and means of providing police service, including the increase, or diminution, or change of operations, or police equipment, in whole or in part, including the introduction of any and all new, improved, automated methods of equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination or consolidation of jobs; provided, however, in exercise of such rights, it is not intended any other provision of this contract providing a specific benefit or perquisite to the police officer shall be changed, modified, or otherwise affected, without concurrence of the Guild. In establishing and/or revising performance standards, the Employer shall, prior to final formalization and effectuation, place them on an agenda of the Joint Labor-Management Committee for consideration and discussion, and shall give the Guild sufficient time and opportunity to study them and consult its members thereon.

- 15.2 Subject to the provisions of this Agreement, the Employer has the right to schedule work as required in a manner most advantageous to the department and consistent with requirements of municipal employment and the public safety.
- 15.3 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.
- 15.4 Subject to the provisions of this Agreement, the Employer reserves the right:
- A. To recruit, hire, assign, transfer or promote members to positions within the department;
 - B. To suspend, demote, discharge, or take other disciplinary action against members, other than probationary employees, for just cause, and to suspend, discharge or take other disciplinary action against probationary employees consistent with the rules of the Public Safety Civil Service Commission;
 - C. To determine methods, means, and personnel necessary for departmental operations;
 - D. To control the departmental budget;
 - E. To determine reasonable rules relating to acceptable employee conduct. Rules restricting the lawful off-duty conduct of employees shall be authorized

by this Agreement or concern behavior which brings discredit to the employee in his/her capacity as a police officer, the Department or the City, or must otherwise be duty-related. Nothing herein shall allow the Employer the right to unreasonably restrict constitutionally protected activity by officers;

- F. To take whatever actions are necessary in emergencies in order to assure the proper functioning of the department; and
 - G. To manage and operate its Departments except as may be limited by provisions of this Agreement.
- 15.5 The Chief of Police reserves the right to supplement the scheduled police staffing of special events with non-sworn volunteers. Nothing herein shall grant the City the right to expand the existing reserve program. "Supplement" in this context is defined as the utilization of non-sworn, unpaid civilian volunteers in positions that do not require (1) arrest power or authority; (2) use of force; (3) issuance of citations; (4) specialized police equipment other than that needed for communication; (5) immediate protection of life or property; (6) investigation of crime; or (7) taking of a police incident report. In all instances, volunteers would only be utilized in pre-planned community events where there was no event history or current information to substantiate a significant risk to persons or property, or a need for extraordinary police enforcement activity.

ARTICLE 16 - PERFORMANCE OF DUTY

- 16.1 Nothing in this Agreement shall be construed to give an employee the right to strike, and no employee shall strike or refuse to perform his/her assigned duties to the best of his/her ability during the term of this Agreement. The Guild agrees that it will not condone or cause any strike, slowdown, mass sick call or any other form of work stoppage or interference to the normal operation of the Seattle Police Department during the term of this Agreement.
- 16.2 Neither an employee nor the City will ask for or volunteer to waive any provisions of this contract, unless such waiver is mutually agreed upon by the Police Guild and the City.

ARTICLE 17 - RETENTION OF BENEFITS

- 17.1 Except as otherwise stated in this Agreement, the Employer agrees that in placing the terms of this Agreement into effect it will not proceed to cancel benefits or privileges generally prevailing for employees with knowledge of the Police Chief even though such benefits or privileges are not itemized in this Agreement.

ARTICLE 18 - SUBORDINATION OF AGREEMENT

- 18.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable Federal Law 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 and State Law are paramount and shall prevail.
- 18.2 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 19 - SAVINGS CLAUSE

- 19.1 If any Article of this Agreement or any Addendum hereto 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 Addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE 20 - ENTIRE AGREEMENT

- 20.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.
- 20.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, the Employer and the Guild for the duration of this Agreement, each voluntarily and unqualifiedly, agree to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to or covered in this Agreement.

ARTICLE 21 - DURATION OF AGREEMENT

- 21.1 Except as expressly provided herein, this Agreement shall become effective upon signing by both parties, and shall remain in effect through December 31, ~~2020~~2023. Written notice of intent to amend or terminate this Agreement must be served by the requesting party upon the other party at least five (5) months prior to the submission of the City Budget in the calendar year ~~2020~~2023 (as stipulated in R.C.W. 41.56.440).
- 21.2 Any contract changes desired by either party must be included in the written notice of intent to amend or terminate this Agreement described in Section 21.1 above or at the first negotiations session between the parties, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties in writing.
- 21.3 Either party may reopen this Agreement for the purpose of negotiating any mandatory subjects that may be associated with changes to the content and format of promotional examinations. This reopener may be exercised only if the issue is first discussed at the JLMC and the parties have been unable to reach agreement on the issue during JLMC discussions.
- 21.4 The City may re-open negotiations regarding patrol shift schedules. Should the City request such a re-opener, the parties agree the matters to be bargained shall include supervision, wages, and benefits.
- 21.5 For the duration of this Agreement, the City may reopen this Agreement on the issue of Secondary Employment. In the event the City does re-open, the Guild may re-open the Agreement on any economic issue that is directly related to and impacted by the change in Secondary Employment.
- 21.6 For the duration of this Agreement, the Guild agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts.
- 21.7 Re-Openers. The parties have agreed to re-open the Agreement on some topics. Each party recognizes the right of the other to establish its own internal process for review and approval of any tentative agreement reached during re-opener bargaining. Any such internal process will be disclosed to the other party.

Signed this _____ day of _____, ~~2018~~2024.

SEATTLE POLICE OFFICERS' GUILD

THE CITY OF SEATTLE
Executed under the Authority
of Ordinance _____.

President

Mayor

Vice President

Secretary/Treasurer

APPENDIX A - BODY WORN VIDEO

Effective the date of the City's adoption of the Body Worn Video policy in the SPD Manual (July 19, 2017), the parties agree as follows:

1. Employees may review their own recorded video except in instances of FIT investigations. The FIT manual outlines when employees may view video in those cases (for purposes of this CBA, "Type III force case"). See SPD Manual 16.090-POL-2.
2. The parties recognize that the inability to review video can impact reporting accuracy. They further recognize the likelihood that there may be differences and discrepancies between an employee's statement/interview and the video where the employee was prohibited from watching the video. The referenced protocol is intended to capture a "perceptual statement" untainted by the review of any external evidence. Differences between perception and other sources such as video may be due, among other things, to the limits of human perception and memory (e.g. – selective focus, influence of adrenaline, fight or flight response, tunnel vision) and expanded capacity of video sources (e.g. – wider field of vision and consistent focal range). As such, the parties agree that in disciplinary cases and appeals where the employee was not permitted to review video, the decision-maker should not automatically provide a video recording with greater evidentiary value than an employee's statement. The City has recognized that there are inherent limitations as to (i) what the human brain can attend to and cognitively integrate into memory; (ii) what ultimately solidifies into memory is only a fraction of all sensory inputs received; (iii) factors or events that may be perceivable at a scene and relevant to the subject report may not have solidified into memory at the time a report is drafted; and (iv) given that officers' reports and statements are written after an incident has resolved, away from the scene, and based on the recall ability of the officer at the time they are writing the report, an officer may not be able to recall at the time they are writing the report all information they in fact perceived that may be salient to the incident. The City recognizes that due to its prohibition of watching the video, the potential for accuracy of the statement/interview may be diminished. An officer may not receive any discipline for any allegation of wrongdoing based upon a difference or discrepancy between the officer's statement/interview prior to watching video evidence and any other evidence unless the City can prove that the employee knew the information was discrepant and provided the discrepant information with an intent to deceive the City.

APPENDIX B - FALSE ARREST

- B.1 The City acknowledges its obligations pursuant to SMC Chapter 4.64 to provide defense and indemnity to employees in accordance with the terms set forth in the SMC and the current practice as of June 1, 2018 on all mandatory subjects of bargaining related to providing defense and indemnity to employees.

APPENDIX C - EQUIPMENT REQUIRED

C.1 Firearms

- A. The Department policy on firearms applies to members of the bargaining unit. While on duty, officers shall be armed with those weapons approved by the Department.
- B. Upon service retirement from the Seattle Police Department, an employee may purchase from the Department, at market value, the service weapon he or she had been issued.
- C. An employee whose request to purchase a service weapon is denied shall have the right to appeal the denial to the Chief of Police or designee, whose decision shall be final and binding.

C.2 Ammunition

- A. Officers covered by this Agreement shall be provided with ammunition appropriate to their weapon and consistent with Department policy which will be of the best possible quality available for Police purposes. Employees shall, upon request, be issued two (2) months of their twelve (12)-month allotment of practice ammunition during any sixty (60)-day period, and shall use all practice ammunition at the range and return the brass to the range office at the conclusion of the practice. The Commander of Training has the discretion to issue employees additional practice ammunition.

- C.3 Vests - The Department shall, consistent with its policy, provide the employee with body armor of threat level II or IIIA. Newly-hired employees shall have the option of being provided a voucher in the amount of the Department's cost for the current Department-issued body armor. Exceptions to the requirement that the vest be threat level II or IIIA shall be handled according to Department policy. Vests shall be replaced whenever they are defective, but in no case longer than eight (8) years from their original purchase.

APPENDIX D - CIVILIANS IN THE OFFICE OF POLICE ACCOUNTABILITY

The parties agree as follows:

1. ~~Unless otherwise agreed, at~~ At any time after the date of signing, the City may ~~replace up to two (2) sworn~~ supplement the existing investigator positions ~~(Sergeant positions currently filled by Sergeants or Acting Sergeants)~~ with up to two (2) additional civilian investigators, for a total of up to four (4) civilian investigators.
2. Any case that reasonably could lead to termination will have a sworn investigator assigned to the case.
3. Once the civilian investigators of OPA have been trained, the intake work for civilian initiated complaints will primarily be performed by civilian investigators. Sergeants may be assigned to fill-in or back-up a civilian investigator engaged in intake duties for civilian initiated complaints. All other intake and all investigations will be performed by both Sergeants and the civilian investigators (collectively the "Investigators"). It is agreed that while OPA civilian administrative personnel will not conduct investigations or intake duties, they will have responsibility for providing routine administrative support to the Investigators. Examples of duties that are considered administrative support are creating the IA-Pro file, adding documents to the file as directed by Investigators, and preparing routine response communications for Investigators such as a file closing letter. Examples of duties that are considered intake, and not administrative support, are conducting interviews, analyzing video, determining relevancy, determining policy violations, and drafting any non-routine communications.
4. The civilianization of OPA shall not result in the reduction of Sergeant FTE's in the Department. The FTE for any Sergeant position removed from OPA shall be transferred to another position in the Department.
5. ~~In determining the order of transfer out of OPA, the initial transfer will consist of any Acting Sergeant(s) filling a position in OPA. Thereafter, the order will initially be determined by volunteers. In the event there are more volunteers than needed, the most senior (most time in OPA) volunteer(s) will be transferred. Thereafter, transfers will be in the order of inverse seniority, and the provisions of the Agreement to any involuntary transfer shall apply.~~
6. 5. Acting Sergeants currently on the Sergeant promotional roster may serve in OPA to fill a temporary vacancy limited to three (3) months. While at OPA, Acting Sergeants shall only perform intake duties and may be paired with a Sergeant to assist in investigations.

APPENDIX E - ACCOUNTABILITY LEGISLATION

The parties have successfully completed bargaining over the Seattle Municipal Code (SMC) changes contained in the Accountability Ordinance, which were contained in Council Bill #118969. Those SMC changes are referred to as the “Ordinance” in this Agreement. The results of the bargaining are incorporated into the Collective Bargaining Agreement including this Appendix (also referred to as the “Agreement” or “CBA”) between the parties. Recognizing the importance of proceeding with implementation of the Ordinance, and the need to protect the interests of both the Guild and the City, the parties hereby agree as follows:

1. The City may implement the Ordinance, consistent with the terms of the CBA including this Appendix.
2. The parties understand the importance of police accountability to the residents of Seattle. Over the years, the Guild has been a partner in accountability reforms, including the original establishment of the Office of Professional Accountability with a civilian director. The City recognizes the importance of this partnership. Consistent with the evolution of accountability in Seattle, the parties also recognize that policing in the 21st Century is dynamic and requires vigilance in order to ensure the processes and practices meet the needs of the public, the City, and the Guild. Since policing is an evolving process, and the Guild cannot be expected to agree with yet to be developed changes to mandatory subjects of bargaining, the parties hereby agree as follows:
 - A) Numerous sections of the Ordinance require the evaluation, recommendation, revision and/or development of policies, processes, standards, and practices. For example, some of these requirements are specifically identified (e.g. – take home cars and secondary employment in SMC 3.29.430, policies related to continuous improvement in 3.29.410, etc.) and others are part of the duties given to the parties (e.g. OPA Director shall strengthen the effectiveness of OPA investigations 3.29.120). To the extent any such requirements result in a proposed change to a mandatory subject of bargaining under RCW 41.56, the City agrees that by entering into this Appendix, SPOG is not waiving the right to bargain over the decision and/or effects of any such change.
 - B) For purposes of RCW 41.56 bargaining, the City will not assert i) that the parties’ agreement on the Ordinance satisfies the obligation of the City to give notice to SPOG regarding any as yet-to-be developed changes, and as such the Ordinance is not a waiver of bargaining rights related to such matters; and ii) a business necessity defense where the basis for the necessity is the Ordinance.
 - C) The parties also recognize that the City will monitor the progress made in the

creation of these improvements and may decide to consider revisions in the Ordinance. For purposes of RCW 41.56 bargaining, SPOG will not assert that by entering into this Appendix the City is prohibited from seeking further improvements in accountability.

3. In the event there is a conflict between the language of the Ordinance and the language of the CBA or the explanations and modifications in this Appendix, the language of the CBA or this Appendix shall prevail.
4. Disclosure of SPOG Names. It is understood that any report (which includes reviews/audits) prepared by the OPA, OIG, or CPC pursuant to the Ordinance will not identify a SPOG named employee, investigator, Guild representative or witness by name (or other unique identifier such as employee number or badge number). No SPOG employee will be identified by name (or other identifier) on any website required by the Ordinance. While nothing in this section 2 prohibits OPA from using the names of employees in documents prepared as part of an OPA investigation, such documents shall otherwise be subject to the provisions of this section, as well as Sections 5 and 6 below.
5. Public Disclosure Requests. The Guild understands there will be times when the City is required by law to produce records that have the name or other unique identifier of a SPOG employee. The City agrees that the release of a name or unique identifier that is required by public disclosure law only will be done if the information is requested pursuant to a specific public disclosure request and shall only be released as part of the response to that request.
6. Websites. Some provisions of the Ordinance require creation of publicly searchable websites/databases. SPOG employee names or other individual unique identifiers will not be included in the searchable public websites/database created pursuant to the Ordinance.
7. Just Cause. The parties recognize the principle of just cause, as provided for in the Agreement. The City confirms that any discipline of a bargaining unit employee requires just cause, and references in the Ordinance to performance expectations for SPOG employees will be as provided for in the SPD Manual.
8. Rapid Adjudication and Mediation. The parties have included both Rapid Adjudication and Mediation in the Agreement. The City agrees that these programs as set forth in the Agreement meet the goals of the Ordinance.
9. Civilianization. In the event the Chief believes that a body of work should be converted from sworn to civilians, other than as provided for in the Agreement, the City agrees that the proposal for these additional positions and/or additional work will be bargained under RCW 41.56 prior to the position(s)/work being civilianized.

10. Garrity. Without limiting other potential situations where Garrity could/would apply, the City agrees that in implementing the Ordinance it will comply with Garrity whenever it seeks to compel testimony during an OPA interview.
11. Commentary on Open Discipline Cases. The City agrees that no reports created pursuant to the Ordinance will be issued that provide substantive commentary about a specific disciplinary decision while the decision is on appeal.
12. The parties have also reached the following understandings on specific sections of the Ordinance. For ease of reference, the relevant language from the section is included below, followed by the agreement of the parties in italics.

3.29.010 (B) Purpose – Enhancing and sustaining effective police oversight
B. “...Office of Police Accountability (OPA) to help ensure the actions of SPD employees are constitutional and in compliance with federal, state, local laws, and with City and SPD policies, and to promote respectful and effective policing, by initiating, receiving, classifying, investigating, and making findings related to complaints of misconduct...”

The parties agree that the reference to “making findings related to complaints of misconduct” is not intended to change the existing process under which OPA recommends findings to the Chief, who is the final decision maker concerning discipline.

3.29.100 (G) Office of Police Accountability established – Functions and authority

G. OPA’s jurisdiction shall include all types of possible misconduct. In complaints alleging criminal misconduct, OPA shall have the responsibility to coordinate investigations with criminal investigators external to OPA and prosecutors on a case-by-case basis to ensure that the most effective, thorough, and rigorous criminal and administrative investigations are conducted.

The City agrees that the intent of the Ordinance is that OPA will not itself conduct criminal investigations, but rather that the OPA will have responsibility to coordinate its investigations with criminal investigators and/or prosecutors from the City or other jurisdictions

3.29.105 (C) Office of Police Accountability – Independence

C. Only the OPA Director or the OPA Director’s designee shall comment publicly on the specifics of any ongoing OPA investigation.

This section provides that only the OPA Director (or designee) may comment publicly on the specifics of an ongoing OPA investigation. The intent is to limit the public release of substantive details concerning the status of an OPA investigation. As such, communication concerning the status of an OPA investigation will be limited to the OPA Director (or designee). This section is not intended to prevent the Chief (or designee) from commenting publicly about SPD's involvement in the incident itself. Nothing in this section restricts a SPOG representative from commenting on the status of an ongoing investigation, so long as the representative makes it clear that the information is given on behalf of SPOG, and not the City or the Department.

3.29.120 (B) Office of Police Accountability Director – Authority and responsibility

B. Hire, supervise, and discharge OPA civilian staff, and supervise and transfer out of OPA any sworn staff assigned to OPA. OPA staff shall collectively have the requisite credentials, skills, and abilities to fulfill the duties and obligations of OPA set forth in this Chapter 3.29.

3.29.120 (E) Office of Police Accountability Director – Authority and responsibility

E. Ensure OPA policies and practices are detailed in, and in compliance with, the OPA Manual, which shall be updated at least annually. Such updates shall be done in accordance with a process established by the OPA Director that provides for consultation and input by OIG and CPC prior to final adoption of any updates.

3.29.140 (E) Office of Police Accountability – Staffing

E. The OPA Director and the Chief shall collaborate with the goal that the rotations of sworn staff into and out of OPA are done in such a way as to maintain continuity and expertise, professionalism, orderly case management, and the operational effectiveness of both OPA and SPD, pursuant to subsection 3.29.430.G.

3.29.430 (G) Recruitment, hiring, assignments, promotions, and training

G. The Chief shall collaborate with the OPA Director with the goal that sworn staff assigned to OPA have requisite skills and abilities and with the goal that the rotations of sworn staff into and out of OPA are done in such a way as to maintain OPA's operational effectiveness. To fill such a sworn staff vacancy, the Chief and the OPA Director should solicit volunteers to be assigned to OPA for two-year periods. If there are no volunteers or the OPA Director does not select from those who volunteer, the Chief shall provide the OPA Director with a list of ten acting sergeants or sergeants from which the OPA Director may select OPA personnel to fill intake and investigator positions. Should the OPA Director initially decline to select personnel from this list, the Chief shall provide the OPA Director with a second list of ten additional acting sergeants or sergeants for consideration. If a

second list is provided, the OPA Director may select personnel from either list, or from among volunteers.

The City confirms that all transfers in or out of OPA of bargaining unit members will be done in compliance with the CBA.

3.29.125 (E) Office of Police Accountability – Classifications and investigations

E. When necessary, the OPA Director may issue a subpoena at any stage in an investigation if evidence or testimony material to the investigation is not provided to OPA voluntarily, in order to compel witnesses to produce such evidence or testimony. If the subpoenaed individual or entity does not respond to the request in a timely manner, the OPA Director may ask for the assistance of the City Attorney to pursue enforcement of the subpoena through a court of competent jurisdiction.

3.29.240 (K) Office of Inspector General for Public Safety – Inspector General – Authority and responsibility

K. Issue a subpoena if evidence or testimony necessary to perform the duties of OIG set forth in this Chapter 3.29 is not provided voluntarily, in order to compel witnesses to produce such evidence or testimony. If the subpoenaed individual or entity does not respond to the request in a timely manner, the Inspector General may ask for the assistance of the City Attorney to pursue enforcement of the subpoena through a court of competent jurisdiction.

3.29.125 E and 3.29.240 K – The City agrees that these sections of the Ordinance will not be implemented at this time with regard to bargaining unit employees and their family members, and third party subpoenas seeking personal records of such employees and their family members. After the City further reviews questions raised concerning the authority and potential need for OPA and the OIG to issue such subpoenas, the City may re-open the Agreement for the purpose of bargaining over these sections of the Ordinance and the parties will complete bargaining prior to the OIG or OPA issuing subpoenas to bargaining unit employees and their family members, or a third party subpoena seeking the personal records of such employees and their family members.

3.29.125 (F) Office of Police Accountability – Classifications and investigations

F. Every OPA investigation shall have an investigation plan approved by the OPA Director or the OPA Director's designee prior to the initiation of an investigation. OPA investigation plans shall include the prioritization of the investigation within OPA's ongoing body of work, the witnesses to be interviewed, the perishable evidence to be prioritized, other material evidence to be obtained,

and the approach to addressing each allegation of possible policy violation or misconduct. If OPA is unable to investigate an allegation in the manner the OPA Director believes appropriate due to resource constraints in light of other investigation priorities, the investigation plan and case file should indicate that this intentional decision is being made regarding allocation of investigative resources.

The investigation plan shall be produced to the Guild after completion of the investigation and prior to the due process hearing.

3.29.125 (G) Office of Police Accountability – Classifications and investigations

G. In cases where a Sustained finding has been recommended by the OPA Director and hearing from the complainant would help the Chief better understand the significance of the concern or weigh issues of credibility, the OPA Director may recommend that the Chief meet with the complainant prior to the Chief making final findings and disciplinary decisions.

In the event the Chief meets with a complainant as provided in this section, notes will be taken at the meeting, and a copy of those notes will be made available to the Guild.

3.29.125 (H) Office of Police Accountability – Classifications and investigations

H. Consistent with subsection 3.29.240.D, the OPA Director shall establish in the OPA Manual a protocol for referral to OIG for classification and appropriate complaint-handling, such as Supervisor Action, investigation, or alternative resolution, any complaints involving OPA staff that cannot be handled within OPA due to a potential conflict of interest.

In the event the OIG conducts an investigation of a SPOG bargaining unit member assigned to OPA in order to avoid a conflict of interest, the procedures and protections provided for in the CBA will apply. In the event of such an investigation, the review and certification process normally performed by the OIG will be performed by the Seattle City Auditor.

3.29.130 (C) and (D) Office of Police Accountability – Classification and investigation timelines

C. SPD employees shall timely refer incidents involving possible policy violations and misconduct to OPA. Members of any SPD unit or board with authority to conduct administrative investigations or review compliance with policy also have a responsibility for ensuring complete and timely referral to OPA of any incident they review that involves such potential misconduct or policy violation.

D. If an SPD employee fails to timely refer a complaint to OPA the failure to refer shall also constitute misconduct subject to complaint and investigation, and

discipline under this Chapter 3.29 and the authority of the Chief. OPA shall initiate a complaint and investigation of such failure to timely refer.

3.29.400 (A) Reporting of potential misconduct and police accountability issues

A. SPD shall establish and maintain clear written policies requiring that significant matters coming to SPD's attention that involve potential police misconduct or policy violations are documented and forwarded in a timely manner to OPA, including cases originating from outside sources and from all SPD units or boards with authority to review compliance with policy or to conduct administrative investigative processes.

These sections of the Ordinance deal with the responsibility of employees to report to the OPA "possible policy violations and misconduct" and "potential misconduct or policy violations." Section 5.002 of the Seattle Police Department Manual, applicable to bargaining unit members, is titled "Responsibilities of Employees Concerning Alleged Policy Violations." This section of the Manual has been approved by the Monitor and the Court overseeing the DOJ Settlement Agreement. As stated in Section 5.002.5(a), "(A)ll allegations of serious policy violations will be referred to OPA for investigation." Conversely, "minor policy violations," defined as those that do not rise to the level of serious, are to be investigated by the Chain of Command. In order to avoid any conflict or doubt, it is agreed that the obligations provided for in these sections of the Ordinance will be interpreted in a manner consistent with Section 5.002 of the Manual.

3.29.130 (I) Office of Police Accountability – Classification and investigation timelines

I. To ensure the integrity and thoroughness of investigations, and the appropriateness of disciplinary decisions, if at any point during an OPA investigation the named employee or the named employee's bargaining representative becomes aware of any witness or evidence that the named employee or the employee's bargaining representative believes to be material, they shall disclose it as soon as is practicable to OPA, or shall otherwise be foreclosed from raising it later in a due process hearing, grievance, or appeal. Information not disclosed prior to a due process hearing, grievance, or appeal shall not be allowed into the record after the OPA investigation has concluded if it was known to the named employee or the named employee's bargaining representative during the OPA investigation, and if OPA offered the employee an opportunity to discuss any additional information and suggest any additional witnesses during the course of the employee's OPA interview.

The City agrees that this section will not be implemented during the term of this Agreement (including any holdover period). Instead, the parties will implement the following provisions. This agreement does not in any way change or impact the

application of any evidentiary standards applicable in grievance arbitration. In the interest of the Chief receiving relevant information prior to making a disciplinary decision, the parties have agreed that in the event new material evidence is presented to the Chief at a due process hearing, the Chief may return the matter to OPA, and the 180-day period will be extended to allow the OPA to investigate the new evidence and provide it to the Chief (see Article 3.5F) of the Agreement). Additionally, in order to minimize the likelihood that either party is unduly surprised at an appeal hearing, the parties agree that fifteen days prior to a discipline appeal hearing, each party will disclose any experts not previously used in the due process hearing or the grievance procedure.

3.29.145 (E) Office of Police Accountability – Reporting

E. Each year in June and December, OPA shall provide to OIG status reports regarding (a) all OPA cases that were referred by OPA for possible criminal investigations during the previous six months and (b) all OPA cases that were referred by OPA for possible criminal investigations in earlier periods and for which investigations remained open at any time during the current reporting period. These status reports shall include the nature of the criminal allegation, the case number, the named employees, the date of complaint, the timeliness of the criminal investigation, and the current status of the case.

The parties recognize that these are internal reports containing information about ongoing criminal investigations, and that it is necessary to include the named employee in the communication between OPA and OIG. If any of these reports are requested under the PRA or will otherwise be publicly released, references to a named employee will be redacted whenever permissible by law.

3.29.240 (C) Office of Inspector General for Public Safety – Inspector General – Authority and responsibility

C. Review OPA and SPD handling of allegations of misconduct, including directing audits and reviews of OPA classifications and investigations, directing any additional OPA investigation, and making certification determinations on OPA investigations.

The parties recognize that the OIG will have full and unfettered access to the operations of the Department. As an independent entity, the OIG is not part of the Department's Chain of Command. In any case when the OIG directs the OPA to conduct additional investigation, the additional investigation that OIG requests shall be documented in writing, and be included in the investigative file.

3.29.250 (A) Office of Inspector General for Public Safety – Review of OPA classifications

A. OIG shall conduct audits of random samples of classifications of all

misconduct complaints from the prior quarter to validate that OPA classifications were appropriately assigned for OPA investigation, Supervisor Action, or an alternative resolution, and that allegations and employees associated with the complaints were properly identified.

While OIG may audit, review and comment upon classifications, the classification will be issued by OPA, except when an investigation is conducted by OIG pursuant to SMC 3.29.125 (H).

3.29.300 (E) Community Police Commission established – Functions and authority

E. Identify and advocate for reforms to state laws that will enhance public trust and confidence in policing and the criminal justice system. Such advocacy may include, but is not limited to, reforms related to the referral of certain criminal cases to independent prosecutorial authorities, officer de-certification, pension benefits for employees who do not separate from SPD “in good standing,” and the standards for arbitrators to override termination decisions by the Chief.

While the Guild recognizes the right of the CPC to engage in advocacy, the Guild is concerned that inclusion of the examples in this section of the Ordinance could be perceived as support by the Guild for these examples. Recognizing the need to get the Ordinance in place, the City agrees it will remove the second sentence from the Ordinance. In so doing, the City reaffirms its support of CPC’s authority to identify and advocate for reforms to state laws that will enhance public trust and confidence in policing and the criminal justice system, as explicitly provided for in the first sentence of this section of the Ordinance, which will remain in place as written.

The Guild and the City further confirm that nothing in their agreement on this issue is intended to restrict or limit CPC advocacy.

3.29.350 (A-C) Community Police Commission – Appointment, removal, and compensation

A. CPC shall consist of 21 Commissioners, appointed and reappointed as set forth in this Chapter 3.29. The Mayor shall select seven Commissioners, the Council shall select seven Commissioners, and CPC shall select seven Commissioners, including the public defense representative, the civil liberties law representative, and the SPOG and SPMA representatives.

B. Each appointing authority shall provide a process that allows individuals to apply and be considered for appointment and shall ensure appointees meet the qualifications outlined in Section 3.29.340 and ensure the collective membership of CPC meets the requirements of subsection 3.29.360.B. The appointing authorities shall consult with one another prior to making their respective

appointments and reappointments. All Commissioners appointed or reappointed by the Mayor or CPC shall be confirmed by a majority vote of the full Council and shall assume office upon receiving Council confirmation; Commissioners appointed or reappointed by the Council shall assume office upon appointment or reappointment.

C. Commissioners in position numbers 1, 4, 7, 10, 13, 16, and 19 shall be appointed, and where applicable, reappointed by the Mayor. Commissioners in position numbers 2, 5, 8, 11, 14, 17, and 20 shall be appointed, and where applicable, reappointed by the Council. Commissioners in position numbers 3, 6, 9, 12, 15, 18, and 21 shall be appointed, and where applicable, reappointed by CPC. Position number 3 shall be designated for the public defense representative; position number 6 shall be designated for the civil liberties law representative; position number 15 shall be designated for the SPOG representative; and position number 18 shall be designated for the SPMA representative.

The City agrees that appointment of a SPOG representative to the C P C must be selected from a list of three (3) names provided by SPOG to the CPC.

3.29.400 (I) Reporting of potential misconduct and police accountability issues

I. Complaints against any employee of OPA, OIG, or the Office of the CPC where the allegation is discrimination, harassment, retaliation, or any other act that may violate Equal Employment Opportunity laws and policies shall be investigated by the Seattle Department of Human Resources.

The parties agree that this section is not intended to restrict bargaining unit employees from exercising any right to file complaints with other governmental agencies.

3.29.420 (A)(5) Disciplinary, grievance, and appeals policies and processes

A. (5). No disciplinary action will result from a complaint of misconduct where the misconduct comes to the attention of OPA more than five years after the date of the alleged misconduct, except where the alleged misconduct involves criminal law violations, dishonesty, or Type III Force, as defined in the SPD policy manual or by applicable laws, or where the alleged act of misconduct was concealed.

The parties have amended Article 3.6G of the Agreement, which will be applicable. The parties further agree that the existing phrase in Article 3.6G “where the named employee conceals acts of misconduct” includes but is not limited to misconduct where an employee fraudulently completes a timesheet because such act conceals the actual amount of time that was worked.

3.29.420 (A)(8) Disciplinary, grievance, and appeals policies and processes

A (8). SPD employees shall not use any type of accrued time balances to be compensated while satisfying a disciplinary penalty that includes an unpaid suspension

The parties agree that application of Section 3.4 of the Agreement meets the interests of the City, and thus will continue to be applicable.

3.29.420 (A)(9) Disciplinary, grievance, and appeals policies and processes

A (9) The City Attorney’s Office shall determine legal representation for SPD in disciplinary challenges. The City, including SPD, shall not settle or resolve grievances or disciplinary appeals without the approval of the City Attorney’s Office.

The parties confirm that this section of the Ordinance is not intended to alter the steps of the grievance process, or provide a mechanism for either party to void an agreement reached during the grievance process. Each party is expected to designate the representative(s) authorized to enter into a binding settlement agreement. While each party may have internal processes in place in terms of attaining authority for reaching an agreement, it is the responsibility of the representative to ensure internal processes have been complied with.

3.29.440 (F) Public disclosure, data tracking, and record retention

F. For sworn employees who are terminated or resign in lieu of termination, such that the employee was or would have been separated from SPD for cause and at the time of separation was not “in good standing,” SPD shall include documentation in SPD personnel and OPA case files verifying (a) a letter was sent by SPD to the Washington State Criminal Justice Training Commission (WSCJTC) regarding de-certification and consistent with the requirements set forth in subsection 3.29.420.A.11; (b) whether action was taken by the WSCJTC in response to that letter; (c) that the Chief did not and will not grant the employee authorization to serve in a Special Commission capacity, as a reserve officer or as a retired officer in a private company that provides flagging, security, or related services; and (d) that the Chief did not or will not grant any request under the Law Enforcement Officers Safety Act to carry a concealed firearm. The latter two actions shall also be taken and documentation included in the SPD personnel and OPA case files whenever a sworn employee resigns or retires with a pending complaint and does not fulfill an obligation to fully participate in an OPA investigation.

The City recognizes that the scope of certification review by the WSCJTC is specified in RCW 43.101, and that this section of the Ordinance is not intended to expand or change the statutory process for WSCJTC review of certifications.

3.29.460 (B) and (C) Collective Bargaining and Labor Agreements.

B. The terms of all collective bargaining agreements for SPD employees, along with any separate agreements entered into by SPD or the City in response to an unfair labor practice complaint, settlement of grievance or appeal, or for other reasons, including those previously reached, shall be clearly and transparently provided to the public, by posting on the SPD website.

C. Whenever collective bargaining occurs, any separate agreements in place affecting ongoing practices or processes which were entered into by SPD or the City in response to an unfair labor practice complaint, settlement of grievance or appeal, or for any other reasons, shall be incorporated into the new or updated collective bargaining agreement or shall be eliminated.

Pursuant to SMC 3.29.460, the parties have reviewed all of their outstanding separate agreements. After determining which of those involve “ongoing practices or processes” under the Ordinance, the parties have agreed to incorporate the agreements listed Appendix G as part of the new collective bargaining agreement. It is understood that while the failure to incorporate an agreement involving an ongoing practice or process means that the agreement can no longer be enforced through the CBA, any such former agreement may still be relied upon for historical purposes or as evidence of past practice. While enforcement through the CBA has been “eliminated”, the former agreement may be used for historical or past practice purposes. In addition, as compliance with 3.29.460B, each of the incorporated agreements will be posted on the Department website. In addition, the parties agree that 3.29.460B is satisfied in full by posting CBA, the incorporated agreements, and any future agreements that change ongoing practices or policies on the Department website.

3.29.420 A(7)(a) Disciplinary, grievance, and appeals policies and processes

A. (7)(a). All appeals related to SPD employee discipline shall be open to the public and shall be heard by PSCSC.

The parties have agreed that appeals related to employee discipline can go through arbitration pursuant to the collective bargaining agreement or to the PSCSC. The City may re-open the Agreement for the purpose of bargaining over members of the public attending arbitrations, and the parties will not change their current practice until after a change is achieved through the negotiation process.

3.29.420 A(7)(b) Disciplinary, grievance, and appeals policies and processes

A(7)(b). The PSCSC shall be composed of three Commissioners, none of whom shall be current City employees or individuals employed by SPD within the past ten years, who are selected and qualified in accordance with subsection 4.08.040.A.

The parties have agreed that changes to the structure of the PSCSC contained in the Ordinance should be resolved through joint bargaining with the other interest arbitration eligible public safety unions. The Guild agrees to participate in such bargaining. During joint bargaining, the Guild will retain the ability to disagree with the position(s) advocated by the other unions, and may vote independently. If the event of such a disagreement, the City and Guild shall proceed to mediation and arbitration to resolve the matter. In the event other public safety unions refuse to engage in joint bargaining, the City may re-open the Agreement for the limited purpose of negotiating the changes in the Ordinance related to the structure of the PSCSC. The City agrees to defer implementation of this section until bargaining is completed on all issues for which bargaining is required.

3.29.420 A(7)(c) Disciplinary, grievance, and appeals policies and processes

A(7)(c). Oral reprimands, written reprimands, "sustained" findings that are not accompanied by formal disciplinary measures, and alleged procedural violations may be processed through grievance processes established by the City Personnel Rules or by Collective Bargaining Agreements, but no grievance procedure may result in any alteration of the discipline imposed by the Chief. Such grievances are not subject to arbitration and may not be appealed to the PSCSC or any other forum.

The City agrees that this section of the Ordinance shall not change the scope of matters that are subject to the grievance procedure and arbitration under the Agreement and to challenge/hearings under the PSCSC. In addition, the City confirms that operation of the grievance procedure and PSCSC can result in the alteration of discipline imposed by the Chief. Both parties recognize the right of the other party to utilize internal review processes prior to entering into a settlement of a grievance or a PSCSC appeal.

3.29.500 A Construction

A. In the event of a conflict between the provisions of this Chapter 3.29 and any other City ordinance, the provisions of this Chapter 3.29 shall govern.

The fact the new Agreement is implemented by Ordinance does not change or impact the agreements and understandings reached in this Appendix.

APPENDIX F – INCORPORATED MOUs/MOAs and OTHER AGREEMENTS ON ONGOING PRACTICES AND POLICIES

The following Memoranda of Understanding (MOUs) and Memoranda of Agreement (MOAs) are hereby incorporated into this Collective Bargaining Agreement:

August 1989	LTD
December 1996	Communications Center, Police Boat, etc.
September 1998	Off Duty Employment and Return to Duty, Telephone calls, LTD, etc.
February 1999	Off Duty Employment and Return to Duty, Telephone calls, LTD, etc.
September 1999	West Precinct Parking
March 2000	Meal reimbursement rate
March 2000	Water Rescue Work
April 2000	FRB
May 2000	FRB
June 2000	Police Boat 1 with Hale Pump
September 2000	Dive Work and Elliot Bay Patrols
September 2000	TRU Reporting, etc.
October 2000	Police Boat with Hale Pump
April 2001	Promotional Lawsuit
September 2001	Loss of Vacation time on LEOFF1
February 2002	ICV
February 2005	TRU/Reporting, Supplemental Benefits Eligibility, medical and EEO
March 2007	Part Time
April 2008	Holding Cell
April 2008	Park Rangers
August 2008	10 Hour Patrol Shifts
August 2008	AVL System
August 2008	TRU/COMM
September 2008	Recommendations 9,16,25
June 2009	Telephone Subpoenas
October 2009	Fire-UW Harbor
September 2010	Canine
December 2011	FRB
October 2012	Settlement Agreement-ICV
December 2012	Sick Leave
January 2013	Monitor-FRB
February 2013	Loudermill (Chain of Command/Salary) Article 3 and 6.6
August 2013	Sgt Staff Levels
August 2013	Confidentiality-Monitor Team
August 2013	Changes arising out of implementation of “agreements”
November 2013	License restrictions
March 2014	FIT implementation
September 2014	FIT interview procedures
October 2014	HQ Parking –Homicide and Robbery Detectives
September 2015	Sgt OPA Tenure, Transfers, and Longevity
January 2020	Implementation of WAPFML
July 2022	Community Response Group Implementation
January 2023	4/10 Shift Implementation

[December 2023](#)
[December 2023](#)
[June 2024](#)
Various Dates

[Special Event Premium, Dual Dispatch Pilot and Park Rangers](#)
[Special Event Staffing Pilot](#)
[Use of Non-Sworn Police Department Personnel](#)
Various Work Schedule Agreements

APPENDIX G – MISCELANEOUS

The Guild and the City of Seattle enter into the following agreements pursuant to their negotiations for the 2015-2020 collective bargaining agreement.

~~Civilianization of the SPD Human Resources Sergeant Position~~

~~Effective upon signing, the City may civilianize the body of work performed by the SPD Human Resources Sergeant position. The civilianization of this work shall not result in the reduction of Sergeant FTE's in the Department, and the HR Sergeant shall be transferred to another position in the Department. In determining the position to which the HR Sergeant will be transferred, the Department will take into consideration the Sergeant's preferences.~~

Contract Effectiveness

Unless otherwise provided in this Agreement (such as retroactive wages), the provisions of this Agreement shall become effective upon ratification by the parties.

Janus Compliance

In June of 2018, after the parties had been bargaining for several years, the US Supreme Court issued the *Janus v. AFSCME* decision (Janus). Rather than further delay resolution of the new contract, the parties have agreed to engage in negotiations immediately following ratification of the new Agreement in order to reflect compliance with Janus.

Office of Inspector General at Firearms Review Boards

In addition to the other agreements reached by the parties related to the OIG, the OIG may attend Firearms Review Boards and will in all respects be afforded the same access, participation, and treatment as be as the Monitor (see the January 18, 2013 MOU of the parties).

~~Resolution of Unfair Labor Practices.~~

~~As a result of negotiations, the parties have resolved numerous disputed matters. As such the Guild will withdraw the following ULP's with prejudice: Accountability Legislation, No. 129948-U-18, Body Worn Video, No. 129550-U-17, and OPA Skimming, No. 129911-U-17.~~

Transition From DRB to Arbitration.

All DRB's that are scheduled (meaning a neutral is selected) as of the date the City and

Guild TA a new contract and begin the ratification process, will proceed as a DRB. All disciplinary appeals pending after that date will be scheduled as an arbitration, with the parties seeking to mutually agree upon an arbitrator and scheduling a hearing. Unless otherwise mutually agreed, in the event the new CBA is not ratified by either the Guild or the City, any scheduled arbitrations will be converted to a DRB, and all unscheduled appeals will remain as DRB's. The previously selected arbitrator will act as the Chair of the DRB. Assuming the CBA is ratified, the parties will implement the selection process for creation of a panel of arbitrators, as provided in the new CBA.

~~Washington Paid Family and Medical Leave~~

~~With regard to implementation of the Washington State Paid Medical and Family Leave program (RCW 50A.04.004--.900):~~

- ~~(1) In order to facilitate a smooth transition to the new State system, and to put this issue aside for sufficient time to allow the parties to get further information from the rule-making process to be engaged in by the State, for the year 2019, the City shall temporarily pay the full premium to the State;~~
- ~~(2) Beginning in April 2019 the parties will engage in bargaining over implementation of the program in 2020, and included in those negotiations will be the allocation of how the State mandated payments should be allocated after January 1, 2020. If the parties are unable to agree, the matter will be resolved in interest arbitration. In any such arbitration the status quo doctrine shall not apply, and the Guild agrees that it will not assert in any forum that the willingness of the City to engage in this accommodation to pay the entire share during 2019 constitutes a past practice in any manner whatsoever. If the decision of the arbitrator occurs after January 1, 2020, the decision on retroactivity shall be made by the arbitrator.~~

APPENDIX H-CLASSIFICATION REPORT EXAMPLES

In Article 3.6A, the parties agreed to provide examples of their shared understanding of classification report descriptions pursuant to the criteria set forth in 3.6A(iv). The following examples are hypotheticals, and use “Named Employee” and “complainant” since the examples do not have any specific names attached to them; the actual report would have the complainants name or state “anonymous complainant”. Either party may re-open this agreement on the limited issue of how OPA should deal with anonymous complaints when providing unit members information in the classification report. Those examples are as follows:

Directive 18-02 informed Named Employee #1 that you had to complete May Day training by April 20th. Records show that you failed to complete the training.

It is alleged that on Sept 3, 2018 at 1800 on 3rd and Pine, Named Employee #1 had contact with the complainant/subject. It is alleged that you violated the use of force policy when you failed to de-escalate and you tasered the complainant/subject. It is further alleged that NE #1 did not report the taser application to your supervisor.

Named Employee #1 failed to be truthful with OPA when you stated that you were not late on July 7 during your interview on September 5.

Named Employee #1 failed to give the complainant/subject your name when she asked for it while you were on a traffic accident at 44th Ave SW and California Ave SW at 1200 on or about December 12, 2007. You were rude and unprofessional when you raised your voice and in your communication to her, amongst other things asked whether she got her license from a cracker jack box.

It is alleged the Named Employee #1 initiated a vehicle pursuit pursuant to attempting to contact a suspect vehicle for a traffic violation, which fled the stop. Radio traffic clearly indicates NE #1 had activated her emergency equipment and was pursuing based off of a traffic violation and eluding alone, which was outside of Department policy. The pursuit was terminated by a monitoring sergeant. It is unclear if NE #1 properly terminated the pursuit pursuant to policy. A short time later Named Employee #2 re-initiated the pursuit with the offending vehicle, which was once again terminated by another monitoring sergeant. During the re-initiated pursuit NE #2 positioned his car across multiple lanes of traffic in what appears to be a pursuit-ending tactic.

May 03, 2024

MEMORANDUM

To: Seattle City Council
From: Greg Doss, Supervising Analyst, Ben Noble, Central Staff Director
Subject: CB 120783 – SPOG Interim Agreement 2021 - 2023

On May 14, 2024, the Council will discuss and possibly vote on Council Bill (CB) 120783, which would authorize the Mayor to implement an Interim Agreement (IA) between the City of Seattle (City) and the Seattle Police Officer’s Guild (SPOG) for the period of 2021-2023. This memo provides a summary of the IA, including financial impacts, new police accountability provisions and next steps in the bargaining processes. A copy of the SPOG IA can be found in Attachment 1.

Background

In 2021, the City’s Labor Relations Policy Committee (LRPC)¹ began the development of contract parameters consistent with the processes established in the [Seattle Municipal Code \(SMC\) Section 4.04.](#), and in accordance with the principles expressed in the Accountability Ordinance ([ORD 125315](#)) and City Council [Resolution \(RES\) 31930](#). The City developed parameters under a new process that involves representatives of the City’s accountability agencies: the Office of Police Accountability (OPA), the Office of the Inspector General for Public Safety (OIG) and the Community Police Commission (CPC). Additionally, representatives of the OPA and OIG act as advisors during the negotiation process and a Central Staff representative serves on the bargaining team.²

Interim Agreement and Current Negotiation Process

This legislation would approve a proposed IA between the City and SPOG that would cover approximately 953 Sergeants and Officers at the Seattle Police Department (SPD). The proposed IA would supersede an existing Collective Bargaining Agreement (CBA) that expired on December 31, 2020, allowing the City and SPOG to address wage, hiring and accountability issues about which both sides can agree at this time. The agreement is “interim” in nature, in that it covers three years (2021-2023) that have already passed since the prior collective bargaining agreement expired.³ It is also designated as “interim” because the parties have agreed to keep negotiating on a forward-looking contract based on their original proposals.

¹ The LRPC serves as the City management team for labor agreement negotiations. The LRPC is established in the Seattle Municipal Code (SMC) 4.04.120(B). LRPC is comprised of all members of the Executive Labor Committee chosen by the Mayor and the City Council’s Select Labor Committee chosen by the Council President.

² The Central Staff member on the bargaining team keeps Select Labor Committee members apprised of the City’s progress toward meeting accountability goals.

³ There has been confusion about what it means to have an “interim” agreement and what it means to apply a procedural provision “retroactively.” Contrary to some reports in the media, it would not be “retroactive” to use the disciplinary appeal procedures in the IA in arbitrations going forward—even if the alleged misconduct occurred in the past. That is what the parties have done for previous CBAs.

The ongoing negotiations represent a continuation of the negotiation process that began when the previous contract expired. At the time those negotiations were initiated, the City Council held a public hearing regarding the contract and what the City should seek in the negotiation process per, [SMC 4.04.120\(F\)](#). The Council's Select Labor Committee does not plan to hold another public hearing at this time because the proposed interim agreement has not changed the City's overall negotiation goals. The Labor Relations Policy Committee's process for involving the Accountability agencies remains in place throughout the negotiations, and the LRPC is planning for further consultation.

Since December 2023, a mediator appointed by the Public Employment Relations Commission (PERC)⁴ has been assisting the parties in bargaining. The parties continue to negotiate over officer wages, hours, and working conditions, including changes to the SPD disciplinary and appeals systems. If continued bargaining in good faith does not resolve these issues in a timely way, the State law governing collective bargaining, [RCW 41.56](#), requires that the parties submit the unresolved issues to a third-party arbitrator who will hear proposals from both sides and issue a binding decision on the remaining contract terms.

Non-Financial Changes

The proposed IA would add to the CBA new accountability provisions, including the addition of a new guideline for arbitrators who review disciplinary appeals. Several SPD administrative functions that are mostly performed by police officers could under the IA be handled by civilians, freeing up capacity for SPD to focus its sorn resources on its patrol and criminal investigations functions. Accountability and civilianization changes are itemized below.

⁴ [PERC](#) is a Washington State Agency with jurisdiction over public sector labor relations and collective bargaining in Washington. PERC assists parties in resolving labor-management disputes.

Table 1. Key terms of the IA (Non-Financial)

Issue	IA
Deference to the Chief	<p>PERC arbitrators who hear appeals in police discipline cases are not currently required to give deference to the Chief’s decision on the type or severity of discipline. If the IA is ratified, arbitrators will be required to give deference to the Chief’s disciplinary decision and will be less likely to substitute their own judgment for that of the Chief, thereby reducing the likelihood that discipline is overturned or reduced to a level that is unacceptable to SPD management or the public.</p>
180-day investigative timeline	<p>The current contract restricts OPA administrative / policy misconduct investigations to 180 days. After that period, the City may no longer impose discipline for violations of SPD policy.</p> <p>It can be difficult for OPA to complete an investigation in less than 180 days for the most complex cases with a criminal element, particularly without the availability of a completed criminal file to use for the investigation.</p> <p>The IA would require the 180-day clock to be paused during a criminal investigation at SPD. It also allows up to a 60-day extension of the 180-day investigation period on allegations of excessive force for serious (“Type 3”) force.</p>
Adding two civilian investigators to OPA	<p>The IA would allow SPD to civilianize two additional investigator positions in OPA, bringing the total number of civilians overseeing and investigating misconduct to 7 (4 investigators and 3 supervisors). This allows the City to continue the process of staffing an OPA that utilizes more civilians for misconduct investigations.</p>
Civilianization of work that is currently performed by sworn officers	<p>The IA would allow SPD to civilianize certain bodies of work that are mostly done by a sworn officer. Highlights of this work are below. A full list of civilianized activities can be found in Attachment 3.</p> <ul style="list-style-type: none"> • Assist sworn officers with missing juveniles, runaways and adults • Guard at a hospital, non-violent persons who are in custody for low level criminal charges. • Take property damage reports when a crime is not at the felony level and there is no physical evidence or witness testimony that could support an investigation. • Issue citations for violations captured by automated traffic safety cameras • Assist with analytical and support work in investigative units <p>The City would also be able to use retired or former sworn officers to complete in-custody rush file cases for court filings and respond to prosecutor requests.</p>
Five Day Notice Requirement	<p>The current CBA requires OPA to send a notice to the named employee of an investigation within five days of receiving a complaint. OPA must also send a classification report to the named employee within 30 days.</p> <p>The IA would eliminate the five-day notice, which is a burden to both OPA and sworn officers.</p>

The IA and SPD Recruiting and Retention

The Seattle Police Department has realized a net loss of 337 fully trained police officers since 2020.⁵ Consequently, 911 response times have increased, and many of Seattle's elected officials have indicated that police hiring is a priority for the City.

In the last two years, SPD yielded approximately half of its annual hiring targets, reaching a high of only 61 hires out of 1,948 applications in 2023. A nationwide shortage of police applicants has likely contributed to the difficulty SPD has experienced hiring new recruits.⁶ Applications submitted to the PSCSC⁷ have in the past five years declined from a high of 3,118 in 2019 to a low of 1,895 in 2022.

Representatives from the Mayor's Office and SPD indicated in the March 12, 2024, Council Public Safety meeting that increasing wages would have a significant impact on the department's ability to hire. The City conducted a recruitment survey of new hires made between November 2022 and October 2023 and respondents indicated that salary was the most important factor in the applicants' decision to become a police officer. Currently, Seattle ranks fifteenth on entry-level salary in the Puget Sound region as Seattle officers have not received a raise since January 2020.

The IA would raise the entry level salary for Seattle Officers from \$83,000 per year to \$103,000 per year. Officers who have worked at SPD for six months would see their base pay increase to \$110,000.

The IA and the Seattle Accountability Ordinance

Seattle's Accountability Ordinance (ORD 125315) mandates police disciplinary reforms, created the Office of the Inspector General, and expanded the powers and scope of the Community Police Commission and the Office of Police Accountability. Many of the Ordinance's provisions on police discipline are yet to be implemented as State Labor Law (RCW 41.56) prohibits the City from making unilateral changes to a bargaining unit's wages, hours and working conditions, including disciplinary matters.

Since 2021, the City and SPOG have been in negotiations on dozens of changes on accountability. The parties were able to reach an agreement that makes progress toward implementing four of the reforms mandated in the Accountability Ordinance, each of which is addressed below and each of which will have a positive effect on police accountability. However, the IA does not realize the full scope of the disciplinary changes set forth in the Accountability Ordinance.

⁵ Per the 2023 SPD Year-end Staffing Report.

⁶ See [Recruitment Retention.pdf \(policeforum.org\)](#)

⁷ The PSCSC selects and administers the test for entry level applicants.

Deference to the Chief: The IA explicitly states that an arbitrator in a disciplinary grievance must give deference to the Chief's judgment regarding the disciplinary penalty. The previous CBA is silent on this point; that is, arbitrators are not required to apply any deference, but some do. The IA limits an arbitrator's right to change or modify a disciplinary penalty so long as the penalty is reasonable and consistent with just cause.

If it could be fully implemented, the Accountability Ordinance would preclude officers from using the current binding arbitration process to resolve disciplinary appeals. The Ordinance instead requires officers to submit appeals to the three-person Public Safety Civil Service Commission (PSCSC), who are appointed by the Mayor, Council and represented employees.⁸ Historically, SPOG members have preferred to resolve disciplinary disputes before an arbitrator rather than the Commission.

Adding two civilian investigators to OPA: The IA would allow SPD to civilianize two additional investigator positions in OPA, bringing the total number of civilians overseeing and investigating misconduct to seven (four investigators and three supervisors). There are currently nine sworn investigators in OPA.

The Ordinance requires that OPA investigative personnel "shall be entirely civilian or a mix of civilian and sworn, in whatever staffing configuration best provides for continuity, flexibility, leadership opportunity, and specialized expertise, and supports public trust in the complaint-handling process." This language could imply that the OPA Director should be able to determine the appropriate mix of civilian and sworn, as well as the kinds of investigations that can be handled by civilians. Currently, civilians cannot investigate serious misconduct cases that might result in the termination of an officer.

Civilianization of certain bodies of work that are currently performed by sworn officers: The IA would allow the City to assign civilians to perform bodies of work that are mostly performed by SPOG members. These areas include low-risk wellness checks, traffic camera enforcement, analytical support for investigations, and many other areas of work (See Attachment 3 for a full list).

In contrast, the Accountability Ordinance would provide SPD the ability to civilianize *any* function that, in the judgment of the Chief, does not require sworn law enforcement personnel, including, but not limited to, "training, human resources, technology, budget and finance, crime analysis, recruiting, hiring, and testing."

However, state labor law requires the City to bargain in good faith with SPOG before civilianizing duties that have historically and customarily been assigned to and performed by SPOG members. A unilateral decision to shift work away from a bargaining unit is generally found by PERC to be an unfair labor practice, called "skimming," if the evidence shows the contested work has historically been performed by that bargaining unit. For this reason, the City must negotiate with SPOG over each decision that would shift work historically performed by SPOG members to civilian workers in another bargaining unit, despite the provisions of the Accountability Ordinance.

⁸ The represented member is currently a paramedic with the Seattle Fire Department.

180-day investigative timeline: The IA makes two changes to the timelines for disciplinary investigations: (1) it automatically pauses the 180-day timeline for investigations of complaints that are concurrently subject to a SPD criminal investigation, similar to the pause that occurs for criminal investigations conducted by any other city, state, county, tribal, or federal jurisdiction; and (2) it allows for an extension of up to 60-days for allegations of excessive force for serious (“Type 3”) force.

The Ordinance makes several changes to investigative timelines. Like the IA, it requires a pause of the 180-day limit when a criminal investigation is conducted in Seattle. Although, the Ordinance specifies other instances when the 180-day timeline must be paused, including unavailable witnesses or bargaining representatives or a vacancy in the OPA Director position. The current CBA recognizes the same impediments to an investigation, but requires the union to concur (“not unreasonably deny”) with a request to extend the 180-day timeline to accommodate such delays.

Finally, the Ordinance makes clear the boundaries of the 180-day timeline such that “The time period begins on the date OPA initiates or receives a complaint. The time period ends on the date the OPA Director issues proposed findings.” The current CBA identifies multiple situations/ events that can start the 180-day period, which can result in confusion about how much time OPA investigators have to complete their work ([see SPOG CBA Section 3.6B](#)).

The IA and the 2012 Consent Decree

On September 7, 2023, the US District Court issued an order that found that the City has demonstrated sustained full and effective compliance with nearly every section of the Consent Decree. However, the Court also found that the City and SPD have not yet demonstrated sustained compliance with the use of force provisions of the Consent Decree as applied to Systems of Review and Accountability.⁹ The Court ordered the Monitor to retain an independent consultant to complete a sustainability assessment of the City's police Accountability Systems. The Court also required the City to file an analysis of a future agreement's accountability changes in the context of the City's Accountability Ordinance. In its Sept 2023 Order, the Court also noted:

“The Court understands that collective bargaining between the City and the police unions is outside of the scope of its supervision of the Consent Decree. Nevertheless, in order to evaluate whether the City has achieved sustained compliance with those areas of the Consent Decree that remain open, it is critical for the court to understand whether and how the outcome of the collective bargaining process affects SPD's accountability and review systems.”

⁹ The court also found that the City was out of compliance regarding use of force for large-scale crowd management settings.

Monitor's Assessment: The [Monitor's Assessment](#) was completed and filed on Dec 29, 2023. The Assessment makes some recommendations for improving the City's "front end" accountability systems (i.e., the agencies that develop and regulate policy); and highlights some of the "back end" disciplinary and appeals issues that have drawn the attention of the Court:

"The City's inability to implement portions of the Accountability Ordinance was one of the reasons described by the Court that led to its decision to find the City out-of-compliance with portions of the Consent Decree in 2019. Amongst the provisions identified as being unfulfilled as referred to in recent court filings, are a 180-day timeline for disciplinary investigations, subpoena authority for OPA and OIG, the standard of review and quantum of proof in disciplinary appeals, and features of grievance arbitration that affect public confidence, such as degrees of transparency."

The Monitor's Assessment recognizes the difficulty of addressing the above reforms, and other accountability changes, through a Collective Bargaining Agreement. It notes that "Ultimately, however, the only true solution to this challenge would be for the state legislature to act and prohibit accountability-related issues from being part of police collective bargaining."

City Filing: On April 29, 2024, the City filed its required report (see Attachment 2). The City's filing addresses the accountability gains, and other improvements, that would be realized through the implementation of the IA. The filing indicates that the Monitor and the Court have expressed concern that, without sufficient staffing, retention, and recruitment, SPD's important achievements may not continue to progress. It notes that the IA provides a wage increase that cumulatively amounts to 23 percent.

The City filing notes that the Court and Monitor have in the past raised concerns about: (1) arbitrators substituting their own judgement for that of the Chief; and (2) the complexity and rigidity of the current 180-day investigations timeline, which creates a risk that misconduct could go unaddressed. These issues are both addressed in the IA. The Filing also notes:

- The IA's addition of two more civilians continues a trend that previously involved the addition of two civilian investigators (replacing sworn officers) and the addition of three civilian investigative supervisors (replacing sworn captain and lieutenants).
- The IA offers increased flexibility to deploy civilian resources to perform bodies of work previously performed by sworn officers, and it advances the provision in the Accountability Ordinance that seeks more flexibility to hire and deploy civilians to perform work that does not require law enforcement sworn personnel (SMC 3.29.430.B).
- The elimination of the five-day notice is intended to provide the benefit of reducing OPA's administrative workload and provides more consistency with the Accountability Ordinance, which includes no such requirement.

Fiscal Analysis

The collective bargaining agreement is a three-year agreement on wages, benefits, hours, and other working conditions from January 1, 2021, through December 31, 2023. Employees will receive base wage increases of 1.3 percent in 2021, 6.4 percent in 2022, and 15.3 percent (comprised of a five percent wage increase and a 10.3 percent negotiated wage adjustment) in 2023. Health care cost sharing plans will continue the same as in previous agreements: the City will continue to pay 95 percent of the monthly premium for medical coverage (including vision care benefit) and employees will pay the remaining five percent of costs.

The City Budget Office has estimated the incremental cost to the Seattle Police Department of implementing the collective bargaining agreement that will be authorized by this legislation. 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 SPOG. The estimated costs for the collective bargaining agreements shown below include all elements of employee compensation, including wages, retirement contributions, and Medicare. The incremental financial impacts include two key components: (i) retroactive payments for the years 2021, 2022, and 2023; and (ii) the ongoing costs associated with the increased compensation. The table below distinguishes both elements.

The lumpsum, one-time payment in 2024 will cover the incremental costs of the wage adjustments that are being awarded retroactively for work by SPOG members in 2021, 2022, and 2023. The ongoing annual costs capture the compounded impact of the annual wage increases provided for these three years. As highlighted in the table, these incremental ongoing, annual costs do not change for 2024 and beyond. This reflects the fact that the term of the agreement with SPOG only runs through the end of 2023 and does not address compensation changes beyond this date. The City and SPOG will ultimately negotiate a labor agreement that extends beyond the end of 2023, but until then, per state law, the terms of the agreement and the wage rates provides will remain in effect.

	Salary Base	2024 Retro-payments	2024 - Ongoing Cost	2025 est.	2026 est.
Expenditure Change (\$) General Fund	\$171,696,000	\$56,971,000	\$39,126,000	\$39,126,000	\$39,126,000
Expenditure Change (\$) Other Funds	\$409,000	\$135,000	\$93,000	\$93,000	\$93,000
Total – All Funds	\$172,105,000	\$57,106,000	\$39,219,000	\$39,219,000	\$39,219,000

The City anticipated significant aspects of the compensation terms reflected in the proposed bills and has held financial reserves to address the immediate needs and developed long-term financial plans for additional labor costs that will be incurred in the future. However, the costs of the final terms of this agreement exceed the costs anticipated and planned for in the 2024 budget process. Over the period from 2021 to 2026, the financial terms of the agreement exceed reserves and previously forecast expenditures by approximately \$9.2 million.

To address the 2024 costs, the Executive will request additional appropriations as part of the mid-year supplemental budget request that will likely be submitted in June. This request will allocate the available reserves and may request appropriations beyond those reserves, likely relying on unanticipated unspent resources from 2023 and savings from actions taken in 2024 to generate additional resources to cover any additional need. The incremental costs for 2025 and 2026 will be addressed as part of the Mayor's proposed biennial budget. These additional costs will add to the \$230+ million annual deficit that must be resolved in that budget.

Notes on the above estimates:

- There are no new revenues associated with this legislation. This legislation does not authorize the creation of new positions. (As noted above, the agreement allows for the creation of two additional positions in OPA, but the decision to add those employees has not been made at this time.)
- Total costs of the proposed agreements with SPOG are divided roughly 99.8 percent General Fund and 0.2 percent Other Funds (costs have been split proportional to SPD's 2024 Adopted labor budget which allocates this small share to the School Safety Traffic and Pedestrian Improvement Fund).
- Compensation costs for employees affected by this legislation increase by roughly 24 percent across the three years of the agreement. (The AWI amounts sum to 23.0 percent, but with compounding across years, the effect is a 24.2 percent increase.)

Next Steps

The IA has been voted on and approved by the membership of SPOG. Under Washington state labor law, the Council either must approve or reject the IA. Approval of the IA occurs if a simple majority of the Council votes to ratify it. The Council has no authority to change the version of the IA bargained at the table, ratified by the union members, and submitted to Council for a vote.

The bill will be introduced on May 7, 2024, and a final vote is expected at the full Council on May 14, 2024. If CB 120783 is approved by the Council, the Mayor would have authority to implement the IA with SPOG. The associated funding required for officer wage increases would need to be appropriated in the 2024 Mid-year Supplemental Budget.

Please let us know if you have any questions. Thank you.

Attachments:

1. City Interim Agreement with the Seattle Police Officer's Guild – 2021-2023 SPOG CBA Comparison
2. Docket 769: CAO Filing on the City of Seattle's Tentative Agreement reached with the Seattle Police Officer's Guild
3. Non-Sworn Personnel MOU

cc: Aly Pennucci, Deputy Director

AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE OFFICERS' GUILD

Effective through December 31, ~~2020~~2023

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AGREEMENT

By and Between

THE CITY OF SEATTLE

and

SEATTLE POLICE OFFICERS' GUILD

PREAMBLE

The rules contained herein constitute an Agreement between the City of Seattle, hereinafter referred to as the Employer and the Seattle Police Officers' Guild, hereinafter referred to as the Guild, governing wages, hours, and working conditions for certain members of the Seattle Police Department.

The City and the Guild agree that the purpose of this Agreement is to provide for fair and reasonable compensation and working conditions for employees of the City as enumerated in this Agreement, and to provide for the efficient and uninterrupted performance of municipal functions. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its employees.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

- 1.1 The Employer recognizes the Guild as the exclusive representative of all sworn police officers of the Seattle Police Department (SPD) up to and including the rank of Sergeant for the purposes of bargaining with the Employer.
- 1.2 The elected President, Vice President, Secretary-Treasurer, and members of the Board of Directors of the Guild are recognized by the Employer as official representatives of the Guild empowered to act on behalf of members of the unit for negotiating with the Employer.
- 1.3 The President, Vice President, and Secretary-Treasurer or their designated alternate shall be the liaison between members of the bargaining unit and the Seattle Police Department.
- 1.4 Guild Presidency - At the Guild's option, and after reasonable notice to the City, the Police Officer or Sergeant who serves as the elected Guild President shall be assigned to the Guild office for the purpose of administering the collective bargaining agreement. The Guild President shall submit a timesheet with appropriate notation of vacation, sick leave, holiday leave, or other time balance which he/she has used during the pay period. The Guild President is neither authorized nor required to work overtime without the express written authorization of the appropriate assistant chief or above. The Guild President shall retain all seniority rights with the City and continue to accrue service credit during the period of leave. The basic salary reported for the Guild President may not be greater than the salary paid to the highest paid job class covered by this Agreement. The Guild President may be returned to regular duty by the City (1) in an emergency, and (2) periodically, as necessary to maintain current certification as a law enforcement officer in the State of Washington, to maintain firearms qualification, participate in mandatory training, and to appear in court on duty-related matters. All compensation (including salary and the cost of all City-paid benefits) shall be split between the Guild and the City as follows: The City pays for all time spent maintaining skills and training as a police officer and all time spent dealing with the City in labor-management meetings, grievances, or other such duties. The Guild pays for all time spent doing Guild business. Having reviewed the data, it is agreed that effective July 1, 2018, the City will pay seventy-eight percent (78%) of the Guild President's salary for 1736 hours a year, with the remaining twenty-two percent (22%) paid by the Guild for 1736 hours a year, up to 2088 per year. In addition, the City shall pay the entire cost of any hours over 1736 in a year, without contribution from the Guild. Thereafter, the parties will review the data in the spring of each year (recognizing the Guild's July through June budget year) to determine whether an adjustment of the 78/22 percentage (up or down) should be made. Recognizing that there may at times be a difference of opinion on this issue, and that there may be confidential time records of the Guild President, the parties agree that any dispute

will be submitted to a neutral third party for final and binding resolution. In the event the parties are unable to agree on a neutral, the Executive Director of the Washington State Public Employment Relations Commission (PERC) shall be asked to appoint a neutral. The Guild shall provide not less than thirty (30) days notice of the date that the Guild President shall return to regular full-time duty and the Guild assignment shall end. Reasonable efforts shall be made to accommodate the request of the Guild President to be assigned to an appropriate vacant position. If no such request is made or there is no appropriate vacant position, the Guild President shall be returned to the same or a similar position to that held prior to being assigned to the Guild. The provisions of this Section 1.4 shall be construed in accordance with Revised Code of Washington (RCW) 41.26.520 (2).

- 1.5 It is recognized that the governing body of the Guild may be required to absent themselves from their regular duties while participating in negotiations. The City retains the right to restrict such release time when an unusual condition, such as but not limited to, riots, civil disorder, earthquake, or other event exists and such release from regular assignments would create a manpower shortage.
- A. The Employer shall afford Guild representatives a reasonable amount of on-duty time to consult with appropriate management officials and/or aggrieved employees, to post Guild notices and distribute Guild literature not of a political nature and to meet with the recruit class during a time arranged by the Employer; provided that the Guild representative and/or aggrieved employees contact their immediate supervisors, indicate the general nature of the business to be conducted, and request necessary time without undue interference with assignment duties. Time spent on such activities shall be recorded by the Union representative on a time sheet provided by the supervisor. Guild representatives shall guard against use of excessive time in handling such responsibilities.
 - B. The Employer reserves the right to determine the total amount of specific hours of official time which will be approved for Guild officials to conduct Guild business on duty time.
 - C. Upon sufficient notification, the Employer shall grant Guild officers a special leave of absence with pay to attend to official Guild business to the extent that such leave does not interfere with the reasonable needs of the Police Department; provided that the requested leave will not conflict with any of the employees' scheduled court appearances. Said absences shall not exceed ten (10) consecutive days per meeting, and the sum total of all such absences shall not exceed one hundred twenty (120) workdays in any contract year. The Guild shall reimburse the Employer for the hourly rate of pay including longevity and specialty pay for such time said Guild officers spend on special leave of absence, and such reimbursement shall be due quarterly.

- D. Police Guild officers will not be paid by the City during negotiations. Negotiations shall be conducted on not more than one-half of the Police Guild negotiating committee on-duty time, unless rescheduled by mutual agreement.
- 1.6 Employees in the bargaining unit shall be given time off without pay to attend Guild meetings during working hours provided one day advance notification is given. The City retains the right to restrict such release time.
- 1.7 The Guild officials shall furnish the Chief of Police (Chief) or his/her designee in writing and shall maintain with Police Administration on a current basis a complete list of authorized Stewards and duly elected or appointed officials.

ARTICLE 2 - UNION MEMBERSHIP AND DUES

- 2.1 Each regular full-time employee within the bargaining unit whose most recent date of employment with the City of Seattle commences on or after the signing of this Agreement shall, within thirty (30) days following the date of employment within the unit, be required, as a condition of employment, to either join the Guild or pay an agency fee to the Guild or, in the case of employees with a religious objection to Guild membership as described below, pay a like amount to the Police Charity Fund or non-religious charity. When paid to the Police Charity Fund, the amount shall be reported monthly to the Guild and the City by the Police Charity Organization.

Employees, by the above language, have the option of either:

- A. Joining the Seattle Police Officers' Guild.
- B. In the case of employees with a religious objection to Guild membership as described below, paying an amount equivalent to the regular dues to the Police Charity Fund or other non-religious charity.
- C. Paying an agency fee to the Guild without any membership rights.
- D. In accordance with RCW 41.56.122(1) employees covered by this Agreement who are forbidden from joining a labor organization based on bona fide religious tenets or teaching of a church or religious body of which such employee is a member shall pay an amount of money, equivalent to regular Guild dues and initiation fee, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Guild.

The employee shall furnish written proof that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

All employees who are members of the Guild on the effective date of this Agreement shall, as a condition of employment, be required to remain members of the Guild during the term of this Agreement, to make agency fee payments, or in the case of employees with a religious objection to Guild membership as described above, to pay an amount equivalent to the regular dues of the Guild to the Police Charity or other non-religious charity.

Failure by an employee to abide by the above 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 State Law, City Charter and Civil Service Rules which provisions are paramount and shall

prevail; provided, further, that when an employee fails to fulfill the above obligation, the Guild shall provide the employee and the City with thirty (30) days notification of the Guild's intent to initiate discharge action, and during this period the employee may make restitution in the amount which is overdue.

- 2.2 Neither party shall discriminate against any employee or applicant for employment because of membership in or non-membership in the Guild. Guild officers and past Guild officers shall be afforded all protection under applicable State Laws. Provided, however, that this clause shall not restrict the Guild from providing internal, Guild-sponsored benefits to Guild members only.
- 2.3 The City agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee, regular monthly dues and assessments uniformly required of members of the Guild. In addition, the City agrees to deduct from the paycheck of bargaining unit members who are not Guild members the amounts contributed to the Police Charity Fund (in the case of employees with religious objections to Guild membership) or agency fees paid in lieu of Guild dues. The amounts deducted shall be transmitted twice each month to the Guild on behalf of the employees involved. Authorization by the employee 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 Guild by the City.
- 2.4 The Guild agrees to indemnify and save harmless the City from any and all liability resulting from the dues check-off system, the agency fee system, and the system of payments in lieu of dues made by employees with religious objections to Guild membership, unless caused by the City's willful negligence. The Guild will administer the provisions of this Article with regard to agency fee payments or payments made by employees with religious objections to Guild membership in accord with its obligations under the law. The Guild agrees to establish an internal dispute resolution mechanism for the purpose of adjudicating disputes concerning agency fees or payments made by employees with religious objections.

ARTICLE 3 - DISCIPLINARY, COMPLAINT HEARING, AND
INTERNAL INVESTIGATION PROCEDURES AND
POLICE OFFICERS' BILL OF RIGHTS

- 3.1 The parties agree that discipline is a command function, and that the Department may institute a disciplinary procedure. So much of said procedure that relates to the right of an employee to a hearing and the mechanics thereof are outlined in this Article; provided, however, that it is understood that if deemed appropriate by the Chief of the Police Department, discipline or discharge may be implemented immediately consistent with the employee's constitutional rights. Disciplinary action shall be for just cause. The standard of review and burden of proof in labor arbitration will be consistent with established principles of labor arbitration. For example, and without limitation on other examples or applications, the parties agree that these principles include an elevated standard of review (i.e. – more than preponderance of the evidence) for termination cases where the alleged offense is stigmatizing to a law enforcement officer, making it difficult for the employee to get other law enforcement employment.

In the case of an officer receiving a sustained complaint involving dishonesty in the course of the officer's official duties or relating to the administration of justice, a presumption of termination shall apply. Dishonesty is defined as intentionally providing false information, which the officer knows to be false, or intentionally providing incomplete responses to specific questions, regarding facts that are material to the investigation. Specific questions do not include general or 'catch-all' questions. For purposes of this Section dishonesty means more than mere inaccuracy or faulty memory.

- 3.2 Written reprimands shall be subject to the grievance procedure of the Agreement.
- 3.3 Indefinite Suspensions - On indefinite suspensions used for investigative purposes which do not result in termination of employment or reduction in rank, the resultant punishment shall not exceed thirty (30) days including the investigative time incorporated within the indefinite suspension. However, if an employee has been charged with the commission of a felony or a gross misdemeanor involving either moral turpitude, or a sex or bias crime, where the allegation if true could lead to termination, the Employer may indefinitely suspend that employee beyond thirty (30) days as long as the length of such suspension is in accord with all applicable Public Safety Civil Service Rules. In the event the gross misdemeanor charges are filed by the City, and are subsequently dropped or the employee is acquitted, the backpay withheld from the employee shall be repaid, with statutory interest. The Guild will be notified when the Department intends to indefinitely suspend an employee. The Guild has the right to request a meeting with the Chief to discuss the suspension. The meeting will occur within fifteen (15) days of the request. If the charges are dropped or lessened to a charge that does not meet the qualifications above, there is a plea or verdict to a lesser charge that does not meet the

qualifications above, or in the case of a hung jury where charges are not refiled, the employee shall be immediately returned to paid status. An employee covered by this Agreement shall not suffer any loss of wages or benefits while on indefinite suspension if a determination of other than sustained: exonerated, unfounded, or not sustained is made by the Chief of Police. In those cases where an employee covered by this Agreement appeals the disciplinary action of the Chief of Police, the Chief of Police shall abide by the decision resulting from an appeal as provided by law with regard to back pay or lost benefits.

3.4 An employee will be precluded from using accrued time balances to satisfy a disciplinary penalty that mandates suspension without pay when the suspension is for eight or more days. However, if precluding such use of accrued time negatively affects the employee's pension/medical benefit, the unpaid suspension may be served non-consecutively.

3.5 Hearing Procedures

A. When any report of violation of Seattle Police Department rules and regulations lodged against an employee within the bargaining unit has been sustained by the Chief, the City shall notify the employee and the Guild in writing of the disposition of the complaint and the actual or proposed disciplinary sanction. If the proposed discipline includes suspension, transfer, demotion or discharge, the City shall also notify the employee of the employee's right to a due process hearing before the Chief within ten (10) days of receipt of the disciplinary action document. Such notice shall be given in a reasonable period of time prior to the due process hearing, taking into consideration the severity of the charges, the status of the employee, the complexity of the case, and the level of the proposed discipline. The employee, the City, and the Guild shall cooperate in the setting of a hearing date, which shall be held thirty (30) days after the investigation file is provided to the Guild (unless mutually agreed to hold it earlier). The parties may agree to an extension based on extenuating circumstances.

B. When the City provides the employee with the notice described in the previous paragraph, the Guild shall additionally be provided with the City's disciplinary investigation, including access to any physical evidence for examination and testing. Nothing herein shall constitute a waiver of the Guild's right to request the recommendations of other than the Chief on the issue of whether the complaint against the employee should have been sustained and, if so, what the proposed level of discipline should be.

C. All due process hearings shall be held by the Chief of Police. Provided, however, that if the Chief of Police is absent for five (5) business days or more, the due process hearing may be held before the Acting Chief.

- D. The employee shall have the right to be represented at the due process hearing by an attorney and a Guild representative. There shall be only one primary spokesperson for the employee at the hearing. Department attendees at the due process hearing will be limited to the Chief of Police, the Office of Police Accountability (OPA) Director (or designee for discipline involving suspensions of less than eight (8) days), the Department HR Director (or designee), an assistant or deputy chief, the Inspector General (or designee from that Office), an attorney from the City Attorney's Office (CAO)/SPD assigned to the matter, and, at the request of the named employee, any employee of the Department.

- E. Due process hearings may be held in writing if an employee requests that the hearing be held in writing, or if the employee is unavailable for an in-person hearing because the employee is incarcerated or intentionally makes himself/herself unavailable for the hearing. Employees shall have the right to waive a due process hearing.

- F. Unless further investigation is deemed necessary, the Chief shall make a good faith effort to make the final decision within ten (10) days as to whether charges should be sustained, and if so, what discipline, if any, should be imposed, after considering the information presented in any due process hearing. If new material facts are revealed by the named employee during the due process hearing and such new material facts may cause the Chief to act contrary to the OPA Director's recommendation, the case will be sent back to the OPA for further investigation. The 180-day period for investigation will be extended by an additional sixty (60) days, less any time remaining on the 180 day clock (i.e. – if at one hundred twenty (120) days on the clock, then no extension; if at one hundred fifty (150) days, then an additional thirty (30) days; if at one hundred eighty (180) days, then an additional sixty (60) days).

The 180-day period runs from the 180 Start Date (see 3.6B) until the proposed Disciplinary Action Report is issued. If further investigation is warranted the 180-day period begins to run again the day after the due process hearing and will not include the time between issuance of the proposed Disciplinary Action Report and the due process hearing. The named employee has no obligation to attend his/her due process hearing or to present any information during the due process hearing if he/she chooses to attend.

- G. When the Police Chief changes a recommended finding from the OPA, the Chief will be required to state his/her reasons in writing and provide these to the OPA Director. A summary of the Chief's decisions will be provided to the Mayor and City Council. In stating his/her reasons in writing for changing an OPA recommendation from a sustained finding, the Chief shall use a format

that discloses the material reasons for his/her decision. The explanation shall make no reference to the officer's name or any personally identifying information in providing the explanation. In the event the change of recommendation is the result of personal, family, or medical information the Chief's explanation shall reference "personal information" as the basis of his decision.

3.6 Investigations - This Section does not apply to on-scene law enforcement investigations occurring at the time police services become involved in an event. The following procedures apply to follow-up or subsequent investigations of complaints of misconduct conducted by the Seattle Police Department.

- A. Except in criminal investigations ~~or where notification would jeopardize the investigation (the most common example being ongoing acts of misconduct), OPA shall notify the named employee of the receipt of a complaint, including the basic details of the complaint, within five (5) business days after receipt of the complaint by OPA. The OPA shall furnish the employee and the Guild with a classification report,~~ no later than thirty (30) days after receipt of ~~the~~ complaint by the OPA. OPA shall: 1) if the complaint/case has been closed and no further investigative action will be taken, notify the named employee and the Guild of the receipt of complaint, including a copy of the complaint, and the disposition; or 2) in all other complaints/cases, furnish the employee and the Guild with a classification report. The classification report shall include, at a minimum, i) a copy of the complaint, ii) the results of the OPA's preliminary review of the complaint, iii) the title and section (e.g. – 8.04 is Title 8, Section 4) of the policy or policies that the employee potentially violated, iv) a meaningful, detailed description of the employee's alleged actions that potentially violate the Department's policies, and, v) ~~if the OPA intends to investigate the complaint,~~ the procedures it intends to use in investigating the complaint (e.g., OPA investigation or ~~line investigation~~ Frontline Investigation). In order to ensure mutual understanding of this provision, the parties have included examples in Appendix H. In the case of allegations involving discrimination, harassment, retaliation or other Equal Employment Opportunity (EEO) laws, the classification report will indicate whether the investigation will be managed through the Seattle Department of Human Resources (SDHR). No employee may be interviewed until the employee has been provided the classification report.
- B. Except in cases where the employee is physically or medically unavailable to participate in the internal investigation, no discipline may result from the investigation if the investigation of the complaint is not completed within one-hundred eighty (180) days after the 180 day start date (the 180 Start Date), or (if submitted to the prosecutor within one hundred eighty (180) days) thirty (30) days after receipt of a decline notice from a prosecuting authority or a

verdict in criminal trial, whichever is later. The 180 Start Date begins on the earliest of the following:

- i) Receipt/initiation of a complaint by the OPA;
- ii) Receipt/initiation of a formal complaint by a sworn supervisor alleging facts that, if true, could without more constitute a serious act of misconduct violation, as long as the supervisor forwards the matter to OPA within forty-eight (48) hours of receipt. For cases of less than serious acts of misconduct, the 180 Start Date will begin with the receipt of information where the supervisor takes documented action to handle the complaint (for example a documentation in the performance appraisal system);
- iii) For incidents submitted to the Chain of Command in Blue Team (or its successor), fourteen (14) days after the date on which the initial supervisor submits the incident for review to the Chain of Command;
- iv) OPA personnel present at the scene of an incident; or
- v) If the Office of the Inspector General (OIG) is present at the scene of an incident at which OPA is not present, and if OIG subsequently files a complaint growing out of the incident, the date of the incident.

Provided, however, in the case of a criminal conviction, nothing shall prevent the Department from taking appropriate disciplinary action within forty-five (45) days, and on the basis of, the judicial acceptance of a guilty plea (or judicial equivalent such as nolo contendere) or sentencing for a criminal conviction.

For purposes of (iii) above, if following a Blue Team entry, the Chain of Command concludes that no misconduct occurred, and then material new evidence (including video) is provided at a later date that suggests serious misconduct did occur, then a new 180 Start Date is triggered on the date that the new material evidence of serious misconduct is provided.

1. If the OPA cannot immediately identify the employee who is the subject of the complaint, the OPA will provide the required notifications to the Guild. Once the OPA identifies the employee who is the subject of the complaint, the notification process with respect to that employee shall begin. In such cases, the 180 day time limit provided in this section shall be temporarily held in abeyance if sixty (60) days have elapsed without identification of the employee. The 180 day time limit will continue from the point where it was held in abeyance (i.e., at day 61) when the OPA identifies and notifies the employee of the complaint in accordance with subsection 3.6A above. The Guild will be contemporaneously notified whenever the notification process has stopped due to the Department's inability to identify the employee who is the subject of the complaint and will be notified contemporaneously

whenever the Department subsequently is able to identify the employee.

2. In addition to those circumstances defined in subsection B.1, above, the 180-day time period will be suspended when a complaint involving alleged criminal conduct is being criminally investigated, reviewed by a prosecuting authority, or is being prosecuted at the city, state, county, tribal or federal level ~~or if the alleged conduct occurred in another jurisdiction and is being criminally investigated or prosecuted in that jurisdiction.~~
3. In circumstances where OPA or the Department requests/directs that alleged conduct be criminally investigated, OPA shall provide notice to Guild that a case has been referred for criminal investigation, which includes the OPA case number so that the case can later be identified.
4. In the event that the Force Review Board refers an allegation of excessive force where the alleged force is a Type 3 use of force, if the FRB refers it within seven (7) calendar days of the FRB meeting in which the incident was reviewed, the 180-day period for investigation will be extended by an additional sixty (60) days, less any time remaining on the 180 day clock (i.e. – if at one hundred twenty (120) days on the clock, then no extension; if at one hundred fifty (150) days, then an additional (30) days; if at one hundred eighty (180) days, then an additional sixty (60) days).

C. 180 Day Extension Requests

1. The OPA may request and the Guild will not unreasonably deny an extension of: (1) the thirty (30) day period for furnishing the employee a classification report, if the complaint was not referred by the sworn supervisor to his/her Chain of Command or the OPA in a timely manner; (2) the one-hundred eighty (180) day time restriction if the OPA has made the request before the one-hundred eighty (180) day time period has expired; has exercised due diligence in conducting the investigation of the complaint; and is unable to complete the investigation due to one of the following reasons: i) the unavailability of witnesses/named employee; ii) the unavailability of a Guild representative; iii) the OPA Director position becomes vacant due to unforeseen exigent circumstances; iv) when a complex criminal investigation conducted by the City takes an unusually long period of time to complete, and the City has exercised due diligence during the investigation; or v) other reasons beyond the control of the Department. A request for an extension due to the unavailability of witnesses must be supported by a showing by the Department that

the witnesses are expected to become available within a reasonable period of time. The City's request for an extension will be in writing. The Guild will respond to the request in writing, providing the basis for denial, and recognizing that the determination will be based on the information provided to it.

2. The OPA may request an extension for reasons other than the reasons listed above; however, any denial shall not be subject to subsection C1 above. Any approval or denial of a request for an extension other than the reasons listed in C1 shall be non-precedential.
3. Nothing in this section prohibits the OPA from requesting more than one extension during the course of an investigation.
4. In determining whether an extension request under C1 was appropriately denied, the factors to be considered are the good faith of the parties, the facts and circumstances surrounding the request, and the information provided to the Guild by the City.

D. 180 Start Date Re-calculation

When a community member complains about an incident, the OPA will generally investigate even in situations where the 180 day period for investigation may have expired. In the event an incident that was or should have been determined to be a Type II Use of Force, Bias, or Pursuit is entered into Blue Team, reviewed by the Chain of Command, the Chain of Command does not forward the incident to OPA, and a community member later complains, the OPA may initiate the following process to determine whether a re-calculation of the 180 Start Date is appropriate.

1. If OPA's investigation results in an OPA recommended finding that : (i) serious misconduct occurred, and that (ii) the serious misconduct was or should have been determined by the Chain of Command to be a violation of the Type II Use of Force, Bias, or Pursuit policy (or policies), OPA may request in writing that the 180 Start Date be recalculated to commence effective on the day of the community member's complaint. Such requests may not be unreasonably denied by the Guild. In the event the Guild denies the re-calculation, the Guild shall explain in writing the reason for the denial, and the matter will be resolved by the Chief, as provided below. If OPA recommends a finding that the serious misconduct described above occurred, it will forward its recommendations to the Chief. After reviewing OPA's recommendations, and offering a due process hearing where required, the Chief will determine in writing whether the matter was

appropriate for re-calculation, and if so, whether the findings of OPA should be sustained and discipline imposed. The Chief's decision on re-calculation as well as any discipline issued are subject to arbitration.

2. In the event a Bias or Pursuit incident entered into Blue Team is recalculated pursuant to D.1. above, and there was a Type I Use of Force in the same incident that was serious misconduct, which was not previously reported to OPA, -then the recalculated 180 Start Date from the Bias/Pursuit incident will be applied to the Type I Use of Force.
- E. When an employee is to be interviewed or is required to make a statement relative to a complaint against him/her by any City agency, that employee will be afforded his/her rights under the Police Officers' Bill of Rights (see Article 3.12) by that City agency.
1. If another City agency is conducting an investigation of the Department or any of its employees, the Department may order an employee to comply with the investigation through either writing a report or statement or participating in an in-person interview. If the employee is ordered to participate in an in-person interview, the interview shall comply with all requirements of this agreement, including the notice requirements for in- person interviews. If an employee is not ordered by the Department to write a report or statement or participate in an in-person interview, the employee's participation in the investigation shall be voluntary.
- F. Administrative Misconduct Interviews
1. The OPA shall conduct in-person interviews of the named employee and any member of the Guild's bargaining unit who has been determined to be a witness. Named and witness employee interviews shall be conducted in conformance with the Bill of Rights and all legal and constitutional protections and requirements. For the sole and exclusive purpose of determining whether or not an employee was a witness to an event or incident that is the subject of a complaint, the employee may be required to submit within five days of receipt a written response to questions provided to the employee in writing by the OPA.
 2. At least five (5) calendar days and no more than thirty (30) days prior to the interview, the OPA shall provide notice to the Guild and the employee being interviewed. The Chief of Police, or Acting Chief of Police in the event the Chief is unavailable, may determine that notice

of not less than one (1) calendar day is appropriate for interviews in a specific case due to exigent circumstances. The notice shall include all notice required by Article 3.12 of this Agreement, shall advise the employee of his/her right to representation by the Guild during the interview, and shall include the subject matter(s) about which the employee will be questioned. The classification report shall be provided together with the notice of the interview, if the classification report has not been previously provided to the employee.

3. If, during the course of the interview, the OPA believes that the employee's answers raise the possibility that the employee engaged in misconduct unrelated to the original inquiry, the OPA may continue the interview in the new area after providing the employee with the notice required in 3.6F(2), unless otherwise agreed by the OPA, the Guild and the employee.
4. The Guild will be allowed reasonable on-duty release time for a Guild Board member or shop steward to provide representation requested by the employee during the questioning.
5. Persons in attendance at OPA interviews will be limited to the employee, the employee's Guild representative and/or attorney (no more than two (2) persons), the OPA investigator(s) assigned to the case and the OPA Director and/or Lieutenants and Captain, or the civilian positions that replace the Lieutenants and Captain in OPA, (no more than three (3) persons), and a court reporter or stenographer, if requested. An OIG representative may attend interviews as a neutral observer. OIG will make a good faith effort to provide the Guild and OPA at least three (3) days notice when an OIG representative will be in attendance at any interview, unless such notice would be inconsistent with the duties of the OIG.
6. All interviews shall be digitally audio recorded and transcribed unless the employee objects. Interviews that are not digitally audio recording for transcription by OPA shall be recorded by a court reporter or stenographer. The employee and/or entity requesting a court reporter or stenographer shall pay all appearance fees and transcription costs assessed by the court reporter or stenographer and shall make available to the other party an opportunity to obtain a copy of any transcription.
7. If the interview is digitally audio recorded by the OPA, the employee and/or the Guild shall have the right to make an independent digital audio recording of the interview, a copy of which shall be made available to the OPA upon request. The OPA shall provide the Guild a

copy of the transcript of the digital audio recording made by OPA at no cost within five (5) days after completion of the transcription. If there is a follow-up interview, the transcript shall be provided, if requested, and shall be provided to SPOG at least five (5) days prior to the follow-up interview.

- G. Timing of Investigations - No disciplinary action will result from a complaint of misconduct where the complaint is made to the OPA more than four (4) years after the date of the incident which gave rise to the complaint, except:
1. In cases of criminal allegations, or
 2. Where the named employee conceals acts of misconduct, or
 3. For a period of thirty (30) days following a final adverse disposition in civil litigation alleging intentional misconduct by an officer.
- H. Unless pursuant to a court order or by operation of law, access to OPA_files shall be limited to members of the OPA, the OIG, OPA Auditor, Deputy and Assistant Chiefs, the Legal Advisors, the Department's Human Resources Director, the City Attorney's Office and the Chief of Police. The Community Police Commission (CPC) will only have access to closed OPA files. The Chief of Police or his or her designee may authorize access to the officer's Captain, and to others only if those others are involved in (1) the disciplinary process; (2) the defense of civil claims; (3) the processing of a public disclosure request; or (4) the conduct of an administrative review.
- I. OPA shall utilize an electronic system (currently IA-Pro) that retains a record when individuals from outside OPA have been granted access to the file and the date of access. In the event a file is accessed for the purpose of transmitting it to someone outside the Department, a notation shall be included in IA-Pro indicating who the file will be transferred to and the reason for the transmittal. A notation is not required if the file is transferred to OIG, or an attorney working on a matter involving the named employee. The record will be provided to SPOG upon a written request.
- J. An employee may request access to the investigatory portion of closed OPA files in which the employee was an accused. Such a request shall be in writing fully stating the reasons such access is desired. The OPA shall consider the circumstances and not unreasonably deny such access. If an employee has appealed discipline, the employee shall be allowed to access the investigatory portion of the OPA file related to the discipline of that employee on the incident involved in the appeal.
- K. To the extent allowable by law at the time of the request, the City will consider

application of relevant exemptions to the public disclosure laws with respect to personally identifying information in internal disciplinary proceedings files and OPA files, the nondisclosure of which is essential to effective law enforcement. At least five (5) business days prior to release of information by the City, the City shall notify an employee by mail at their last designated home address, with a copy to the Guild, of requests for access to internal disciplinary proceedings files and OPA files concerning the employee made by other than the individuals identified in 3.6H. It is understood that an officer's personal identifying information shall be redacted from all records released to the extent permissible by law.

Records of all sustained complaints, including the punishment imposed, should be made public in a format designed to protect the privacy of the officers and complainants, consistent with the provisions of Section 3.6.K.

- L. OPA files shall be retained based on their outcome. Investigations resulting in findings of "Sustained" shall be retained for the duration of City employment plus six (6) years, or longer if any action related to that employee is ongoing. Investigations resulting in a finding of not sustained shall be retained for three (3) years plus the remainder of the current year. OPA files resulting in a not sustained finding may be retained by OIG for purposes of systemic review for a longer period of time, so long as the files do not use the name of the employee that was investigated.

- 3.7 Criminal Investigations - The Chief, after consultation with OPA will determine the appropriate investigative unit with expertise in the type of criminal conduct alleged to conduct the criminal investigation and the associated interviews of the named employee(s), witness employee(s) and other witnesses. Unless otherwise required by law, while there is a presumption that criminal investigations will be performed by the City of Seattle, investigations may be sent to other agencies to be performed on behalf of the City in cases of a potential conflict of interest or other extenuating/unusual circumstances. In the event the Chief decides to have the Department conduct a criminal investigation internally despite the objection of OPA, the Chief will provide a written statement of the material reasons for the decision to the Mayor and the City Council President. OPA will not conduct criminal investigations. OPA and specialty unit investigators conducting the investigation may communicate about the status and progress of the criminal investigation, but OPA will not direct or otherwise influence the conduct of the criminal investigation. In the discretion of the Department, simultaneous OPA and criminal investigations may be conducted. In the event the Department is conducting an OPA investigation while the matter is being criminally investigated or considered by a prosecuting authority, the 180-day timeline provision continues to run. The criminal investigation shall become part of the administrative investigation. The Chief of Police may, at his/her discretion, request that an outside law enforcement agency conduct a criminal investigation.

- 3.8 Frontline Investigations - For any complaint that will be handled using the Frontline process (i.e. – an investigation involving a minor policy violation that is handled by the Chain of Command), the Bill of Rights shall apply. A supervisor will not impose discipline as a result of a Frontline investigation, and instead it will be handled as a performance matter. The result(s) will be recorded in writing within the Department's performance evaluation system. Upon opening a Frontline Investigation, the supervisor will issue a Frontline Investigation Form (the "Form") to the employee. The Form will identify for the employee the allegation, the right of the employee to have a Guild Representative (Guild Rep), and the fact that the statement is voluntary unless the employee requests it be compelled. The supervisor will audio record the employee statement. The Form will be given to the employee prior to the interview. If during the employee's statement the supervisor believes that the answers raise the possibility that the employee engaged in misconduct unrelated to the original inquiry, and the new potential misconduct would be a minor policy violation to which a Frontline is applicable, the supervisor may continue the interview in the new area after providing the employee with a new Form. If the new potential misconduct is potentially serious misconduct, the interview will cease, and the matter will be immediately referred to OPA. The Guild will be allowed reasonable on-duty release time for a Guild Rep to provide representation during the statement if requested by the employee.

Except as provided above, during the Frontline Investigation the Article 3 provisions related to OPA investigations shall not apply if and until the matter is retained by OPA. If OPA retains the case upon review, the digital recording will be transcribed. All Frontline investigations shall be subject to audit for systemic review by the OIG. All Frontline Investigations will be completed within twenty-eight (28) days of the supervisor opening the investigation. In the event of any delay in obtaining a Guild Rep, this time period will be extended by the amount of the delay. The completed Frontline file will be forwarded to OPA upon completion to ensure it is thorough and complete. In the event OPA returns the Frontline for additional investigation or consideration, the above provisions will continue to apply. In the event a matter is retained by OPA, the Article 3 provisions related to OPA investigations will be effective immediately. The date for provision of the five (5)-day and thirty (30)-day notices will begin to run from when OPA takes control of the investigation. OPA will provide a notice to the Chain of Command and the Guild on the date that it takes control of the investigation. The 180 Start Date will begin on the date the supervisor takes action by opening the Frontline investigation, less any time by which the investigation was delayed in order to obtain a Guild Rep.

- 3.9 For purposes of this Article, a "named employee" shall be an employee who is alleged to have violated Department rules.

3.10 Mediation

- A. The parties recognize and embrace the value of having a process whereby

officers and community members can openly discuss situations in which a member of the public felt dissatisfied with an interaction with an officer. Through communication and dialogue, officers will have the opportunity to hear the perspective and concerns of the public, and complainants will have an opportunity to get a better understanding of the role and responsibility of a police officer. The parties commit to monitoring and improving, as needed, the alternative resolution process detailed in this section of the Agreement. While this section references mediation, the parties may choose to utilize other means of alternative dispute resolution by mutual agreement.

- B. For cases involving dissatisfaction with an interaction with an officer, the initial notification under 3.6A will ask the officer whether he/she is willing to mediate the complaint.

- C. Assuming the employee is interested in mediation, the OPA will have the discretion to determine whether or not mediation of a complaint is appropriate. The classification report will normally be used to inform the named employee that the OPA has determined that a complaint is eligible for mediation. Complaints may also be deferred to mediation after an investigation has been commenced. A deferral will not be made until such time as the complainant has agreed to participate in the mediation process. Nothing herein shall affect the obligation of the employer that any discipline be imposed in accordance with just cause.
 - 1. Voluntary process – Mediation will occur only if both the complainant and employee agree.

 - 2. Non-disciplinary process – If the employee agrees and participates in mediation, or the complainant refuses to participate after the employee has agreed to participate, the complaint will not result in discipline or a record on the employee's complaint history.

 - 3. The Mediator will attempt to schedule the mediation as soon as reasonably possible, recognizing the importance of holding the mediation at a time that is convenient for the complainant.

 - 4. If the Mediator informs the Department that the employee participated in the process in good faith, the complaint will be dismissed and will not be recorded on the officer's complaint history. Good faith means:
 - a. The officer actively listens to the perspective of the other party; and
 - b. The officer fully communicates his/her own position and engages in the discussion.

Good faith does not require the officer to agree to any particular resolution of a complaint.

5. If the Mediator informs the Department that the employee did not participate in the mediation in good faith, a finding of which shall not be subject to challenge, the complaint will be returned to OPA. If returned to OPA, the 180-day time period shall be tolled during the time from when the complaint was deferred to mediation until the matter is returned to OPA.
6. Confidential process – The parties to mediation will sign a confidentiality agreement. The mediator will only inform the OPA whether or not the parties met and participated in good faith. Any resolution will be confidential.
7. Time spent at the mediation shall be considered on-duty time.
8. The panel of mediators will be jointly selected by the OPA and the Guild. All costs of mediation shall be borne by the City.

3.11 Rapid Adjudication

- A. The parties agree to pilot a process of Rapid Adjudication during the term of this Agreement. There are situations when an employee recognizes that their conduct was inconsistent with required standards and is willing to accept discipline for the policy violation rather than requiring an extensive investigation by OPA.
- B. 1. Employee Initiated.

Included in the initial notice will be information about the Rapid Adjudication process. Within five (5) days of receiving the initial notice under 3.6.A, the employee may request starting Rapid Adjudication. The OPA (in consultation with the Chief or designee) will have ten (10) days to determine whether the case is appropriate for Rapid Adjudication and if so, to provide a recommendation for discipline or a range of discipline to the Chief (or designee). If the Chief (or designee) accepts the recommendation for Rapid Adjudication and the discipline or range of discipline recommended, then OPA will inform the employee (the "Acceptance Notice") and the 30-day period for submittal of the classification report and the 180-day period for investigation will be tolled upon notice to the employee. If the discipline involves suspension, the range of proposed discipline shall be a variance of no more than three (3) days. The employee shall

have five (5) days to accept the discipline or range of discipline. If the offer is not accepted by the employee, the matter will be returned to OPA for investigation, with the 30 and 180-day timelines re-started at that time. If accepted, the employee's acceptance shall close the case. In cases where a range of discipline has been offered, the employee may request to meet with the Chief to provide him/her with information that the employee would like the Chief to consider in making a final determination on the amount of discipline within the range. The employee may have a Guild Rep at any such meeting.

2. OPA Initiated.

Prior to a classification report being issued, OPA may review the case and make a determination as to whether OPA believes the case is appropriate for Rapid Adjudication. If so, OPA will set forth the discipline, or range of discipline, it recommends and forward it to the Chief (or designee). The Chief (or designee) will approve or disapprove the recommendation for Rapid Adjudication, and the recommended discipline (or range of discipline) to be offered to the employee.

For those cases approved by the Chief (or designee), at or prior to the time that the classification report is issued, the OPA will provide notice to the employee explaining Rapid Adjudication and include the employee's option to elect Rapid Adjudication. The notice will include the proposed discipline (or a range of proposed discipline) that would be imposed if the employee elects to have the matter rapidly adjudicated. If the discipline involves suspension, the range of proposed discipline shall be a variance of no more than three (3) days.

Within five (5) days after receipt of the offer for Rapid Adjudication, an employee may inform OPA in writing, that the employee will utilize the Rapid Adjudication process and accepts the proposed discipline. Upon notification by the employee to the City of acceptance, the case will be closed. In cases where a range of discipline has been offered, the employee may request to meet with the Chief to provide him/her with information that the employee would like the Chief to consider in making a final determination on the amount of discipline within the range. The employee may have a Guild Rep at any such meeting.

- C. In all cases using Rapid Adjudication, the discipline imposed by the Chief will be final and binding and not subject to challenge or appeal through either the grievance procedure or the Public Safety Civil Service Commission. The discipline shall be non-precedent setting, although it may be used in any subsequent proceeding involving that employee.

- D. Neither the Department's proposed discipline, the willingness of the Department, OPA, and the employee to consider utilizing Rapid Adjudication, or rejection of Rapid Adjudication by the employee, may be offered as evidence in any subsequent proceeding. Additionally, If the employee rejects Rapid Adjudication, the fact that Rapid Adjudication was rejected will not be considered in any future deliberations on the case or in deciding any potential discipline. The rejection will not be part of the case file, but may be tracked by OPA/OIG for purposes of systemic review.

3.12 Police Officers' Bill of Rights

- A. All employees within the bargaining unit shall be entitled to protection of what shall hereafter be termed as the "Police Officers' Bill of Rights," except as provided at subsection B below. The Police Officers' Bill of Rights spell out the minimum rights of an officer but where the express language of the contract or the past practices of the Department grant the officer greater rights, the express language of the contract or the past practices of the Department shall be rights granted the officer. The placement of the Bill of Rights within Article 3 rather than an Appendix to the Agreement is solely for convenience and is not intended to limit or expand the scope of its application, including the Department's past practices, which include but are not limited to the Bill of Rights being applied to Force Investigations Team (FIT) investigations.
- B. The Police Officers' Bill of Rights shall not apply to the interview of a named or witness employee in a criminal investigation by the Department that may be the basis for filing a criminal charge against an employee, except as follows:
 - 1. The Department shall notify the named employee in writing at the beginning of any follow-up interview that the investigation is a criminal one; that the named employee is free to leave at any time; and that the named employee is not obligated by his/her position with the Department to answer any questions; and
 - 2. A witness employee shall be provided a written notice not less than one (1) calendar day prior to being interviewed in a follow-up Departmental criminal investigation advising them of the date, time and location of the interview, that the employee is to be interviewed as a witness in a Departmental criminal investigation, and which notice shall contain the following advisement: "As an employee witness in a Departmental criminal investigation, in accordance with the Police Officers' Bill of Rights, you have a right under *Weingarten* to have a Seattle Police

Officers' Guild representative present at the interview should you choose.”

- C. All other departmental interviews of employees in administrative misconduct investigations shall be conducted pursuant to the following conditions:
1. The employee shall be informed in writing if the employee so desires of the nature of the investigation and whether the employee is a witness or a named employee before any interview commences, including the name, address of the alleged misconduct and other information necessary to reasonably apprise him of the allegations of such Complaint. For an EEO matter, the SPD Human Resources Director may be listed as the Complainant in the classification report. The employee shall be advised of the right to be represented by the Guild at the interview.
 2. Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty unless the exigencies of the investigation dictate otherwise.
 3. Any interview (which shall not violate the employee's constitutional rights) shall take place at a Seattle Police facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately, if he/she requests, with an attorney of his/her own choosing or a representative of the Seattle Police Officers' Guild before being interviewed. An attorney of his/her own choosing or a representative of the Seattle Police Officers' Guild may be present during the interview (to represent the employee within the scope of the Guild's rights as the exclusive collective bargaining representative of the employee). Officers will be allowed a reasonable period of time (not to exceed four (4) hours) to obtain representation. No officer shall be subject to discipline for failure to cooperate if the notice or time of the interview prevents him or her from exercising the right to obtain representation.
 4. The questioning shall not be overly long and the employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls, and rest periods.
 5. The employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.

6. It shall be unlawful for any person, firm, or corporation of the State of Washington, its political subdivisions or municipal corporations, to require any employee covered by this Agreement to take or be subjected to any lie detector or similar tests as a condition of continued employment.
7. If the City has reason to discipline an officer, the discipline shall be administered in a manner not intended to embarrass the officer before other officers or the public.

3.13 Equal Employment Opportunity (EEO) Investigations

- A. Complaints of Discrimination, Harassment, Retaliation, and other matters related to EEO laws and regulations shall be investigated under supervision of the Human Resources Unit.
- B. EEO Investigations may be conducted by a sworn sergeant assigned to the Human Resources Unit (or if the sergeant position is civilianized pursuant to Appendix G of this Agreement, the civilian who replaced such position) or, in the Department's discretion, by a neutral civilian investigator with expertise in EEO investigations. Such outside investigator shall either be an EEO investigator employed by a City department other than SPD or an investigator retained by the City of Seattle.
- C. At the Department's discretion, an investigation may culminate in a written report or an oral report of investigative findings to the Human Resources Unit or command staff, as appropriate. No discipline may be administered without a written report. The Department shall at minimum provide the complaining employee a closure notice.
- D. The Department may, at any time, refer an EEO matter to the OPA for a disciplinary investigation. The provisions of Section 3.6 shall apply to EEO investigations.

ARTICLE 4 - EMPLOYMENT PRACTICES

- 4.1 Working Out of Classification - Any employee who is assigned by appropriate authority to perform all of the duties of a higher paying classification and/or assignment for a continuous period of one (1) day or any portion thereof or longer shall be paid at the first pay step of the higher position for each day worked at the higher classification and/or assignment.
- 4.2 Personnel Files
- A. The Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including the personal photograph, shall be confidential and shall restrict the use of information in the files to internal use by the Police Department or other police agencies, including the OIG, and other City employees with a reasonable need to have access to the file. The Chief may authorize disclosure on the same reasonable need to have access basis to a third party hired by the City to perform work for the City, such as an outside attorney working on a grievance arbitration or an independent investigator performing an EEO investigation for the City. A confidential log will be maintained of any such authorizations authorized by the Chief. This provision shall not restrict such information from becoming subject to due process by any court or administrative tribunal. It is further agreed that information shall not be released to outside groups without the approval of the Chief of Police and the individual employee when practicable. The employer shall notify the employee of any request by the media, by Public Records Act, or by subpoena (except in criminal cases where the employee is the suspect) for the contents of a personnel file. The employer shall use reasonable efforts to protect the confidentiality of such materials. Access to an employee's personnel file shall be recorded by a check-out system and the employee will be allowed to review the record of who has checked out their file.
- B. Employees shall be allowed to make written responses to any materials which are in their personnel files, and such responses shall be maintained in their personnel files.
- 4.3 Rehires - In the event an employee leaves the service of the Employer and within the next two (2) years the Employer re-hires said former employee in the same classification to which assigned at date of termination, such employee shall be placed at the step in the salary range which the employee occupied at the time of the original termination. Such previous time worked shall be included for the purpose of determining eligibility for service steps and longevity pay, and the employee's vacation accrual rate; in addition, the Chief of the Seattle Police

Department shall grant sick leave credits in accordance with the rehired employee's past service time.

- 44 Non-discrimination - It is agreed by the Employer and the Guild that the City and the Guild are obligated, legally and morally, to provide equality of opportunity, consideration and treatment to all members employed by the Seattle Police Department in all phases of the employment process and will not unlawfully discriminate against any employee by reason of race, disability, age, creed, color, sex, national origin, religious belief, marital status or sexual orientation.
- 45 Privacy - It is agreed by the Employer and the Guild that employees have a reasonable expectation of privacy in their assigned lockers and desks and their persons, provided that lockers and desks may be subject to routine inspection upon order of a Bureau Commander and they may be entered without prior notice under exigent circumstances upon the order of a Lieutenant or above, who is not a bargaining unit member. Justification for entry without prior notice shall be memorialized in writing at or near the time the order is given and provided to the employee within five (5) days of the action. Provided, however, that the Employer shall not be required to provide or exhibit a written order to either the employee or the Guild before undertaking the search.
- 46 In-Service Training
- A. During the term of this Agreement, the Department will offer a minimum of thirty-two (32) hours of training per member per year. Each year the training shall include: firearms and use of force; and first aid. The training shall also include, but not necessarily be limited to, two (2) of the following four topics:
1. Diversity and Ethics Training.
 2. Emergency Vehicle Operation.
 3. Defensive Tactics.
 4. New technology.
- Those topics that are not subjects of training in one year shall be subjects in the following year.
- B. The parties understand that because of availability of training facilities and other resources, not every member may receive each of the preceding types of training in each year.
- C. The City may substitute certified or accredited training programs provided by non-City entities upon notice to the Guild (i.e., Caliber Press Street Survival).
- D. If by December 1 of any given year an employee believes that they have not been provided with the required training, the employee shall notify his/her

Chain of Command. The Department will have sixty (60) days to remedy the situation.

- E. Members shall be required to report in writing any approved training course they take.
- 4.7 Seattle Center Employee Parking - Employees who are assigned to work at the Seattle Center and who desire parking privileges shall pay twenty dollars (\$20.00) a month for parking during working hours only, or twenty-five dollars (\$25.00) a month for parking during working hours and all other hours.
- 4.7.1 Parking – During the term of the Agreement, the City shall continue the current practice with respect to employee parking.
- 4.8 Employment Security - Labor and management support continuing efforts to provide the best service delivery and the highest quality service in the most cost- effective manner to the citizens of Seattle. Critical to achieving this purpose is the involvement of employees in sharing information and creatively addressing workplace issues, including administrative and service delivery productivity, efficiency, quality controls, and customer service.

Labor and management agree that, in order to maximize participation and results from the Employee Involvement Committees (EIC), no one will lose employment or equivalent rate of pay with the City because of efficiencies resulting from an EIC initiative.

In instances where the implementation of an EIC recommendation does result in the elimination of a position, management and labor will work together to find suitable alternative employment for the affected employee. An employee who chooses not to participate in and/or accept a reasonable employment offer, if qualified, will terminate his/her rights under this employment security provision.

- 4.9 The Employer and the Guild shall establish a Joint Labor-Management Committee (JLMC) composed of an equal number of Employer and Guild representatives, not to exceed a total of eight (8) members.
 - A. The Chief of Police or his/her designee shall be a member of the JLMC and shall be responsible for appointing the other Employer members, one of whom shall be the City Director of Labor Relations or his/her designee.
 - B. The President of the Guild or his/her designee shall be a member of the JLMC and shall be responsible for appointing the other Guild members.
 - C. The Chief of Police or his/her designee and the President of the Guild or his/her designee shall have the authority to appoint alternate members who

shall attend and participate at JLMC meetings in the absence of regular members.

- 4.9.1 The JLMC shall meet at the request of either party but not less than quarterly for the purpose of discussing matters related to productivity, efficiency, and concerns pertaining to the improvement of the Department and welfare of employees.
- 4.9.2 A party may have such resource persons attend meetings of the JLMC as the party deems necessary. The cost of such resource persons shall be borne by the party requesting the persons' attendance.
- 4.9.3 All decisions of the JLMC shall be reached by consensus. No decision of the JLMC shall be in conflict with the collective bargaining agreement. Any decision of the JLMC that has budgetary implications must be approved by the Chief of Police and may need to be legislated before it can be implemented.
- 4.9.4 The parties agree that the following shall be agenda items for discussion by the JLMC: vacation scheduling; changing the clothing allowance to a voucher and/or quartermaster system; the 72-hour notice provision, Section 7.3; access to, retention of, and the contents of personnel files; the procedures used by the City with respect to employees who initially fail to qualify with their firearms, Section 7.5; and alternative work shifts. The parties also agree that patrol shift start times would be an appropriate topic for an EIC.
- 4.10 Employee Involvement Committees – The parties agree to use the EIC process to address workplace issues. The JLMC shall charter EICs. Employee Involvement Committees shall have the authority to make recommendations to the JLMC on the respective workplace issues. EICs that are chartered for the purpose of addressing issues relating to an alternative work schedule shall include a specific recommendation regarding the manner in which training days will be scheduled to avoid creating an increase in overtime costs for training those employees working the alternative shift.
- 4.11 The Department is responsible for setting patrol staffing levels. Staffing levels will be based upon the shared objectives of addressing average workload, providing for reasonable safety and backup for patrol officers, and providing the highest level of public safety. Setting staffing levels for the purpose of meeting the City's service needs is not grievable pursuant to this agreement. The Department shall maintain, or assign as provided below, sufficient shift staffing in each precinct during all hours to ensure that officers have sufficient back up and other personnel resources to safely perform their job duties. Staffing levels for average workload are not presumptive evidence of minimum levels for reasonable safety.

Patrol shift supervisors shall make every reasonable and necessary effort to ensure

that safe patrol staffing levels are met during their assigned shifts. In the event that safe patrol staffing levels cannot be met during an assigned shift, on-duty patrol supervisors may utilize other on-duty uniformed resources, utilize ACT/CPT personnel, draw uniformed personnel from other precincts with available resources, and if those measures are unsuccessful, with approval of the appropriate lieutenant or precinct commander, utilize officers on an overtime basis.

Grievances related to this provision shall be filed at step one. If the grievance is not resolved at step one, it shall be forwarded to the JLMC at the next scheduled meeting for handling at step two. If the grievance is not resolved at step two it shall proceed to arbitration upon the request of either party in accordance with the arbitration provisions of Article 14 of this Agreement. A sustained grievance on this section that staffing levels created actual unsafe working conditions must be proven by a preponderance of the evidence.

- 4.12 Within sixty (60) days of a sergeant vacancy becoming available the vacancy will be filled with a permanent promotion.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

- 5.1 Hours of Duty – The normal work week for members affected by this Agreement shall be the equivalent of forty (40) hours per week on an annualized basis. The normal work day for patrol (including CPT, ACT and clerks) and for employees in the Canine and Mounted units shall be nine (9) hours a day, including mealtime. The normal work day for all other employees shall be eight (8) hours a day, including mealtime. For purposes of a nine (9) hour day in patrol, employees shall be allowed to return to assigned station no more than fifteen (15) minutes prior to the end of the assigned shift, to check out and finish shift completion tasks. Overtime shall not commence until the conclusion of the assigned shift. The normal schedule for employees other than those in patrol, Canine, Mounted, Harbor and the Communications Center shall be five (5) days worked and two (2) days off during a seven (7) day period. The normal schedule for employees in the Communications Center shall be six (6) consecutive days worked followed by two (2) consecutive days off, adjusted to provide one hundred and four (104) furlough days per year. The schedule for employees working a nine (9) hour day shall be adjusted to provide an average of one hundred and two (102) hours of delayed furlough time. An employee may, subject to administrative approval, elect to work a normally scheduled furlough day and take that day off at a later time if doing so will not cause the City to incur an overtime obligation.

When the Department implements a ten (10)-hour shift pursuant to the Memorandum of Agreement between the parties, the patrol shift times shall be as set forth below. At that time all references in this collective bargaining agreement to the patrol nine (9)-hour day will be eliminated or modified as appropriate.

1 st Shift:	0600-1600
2 nd Shift:	1000-2000
3 rd Shift:	1500-0100
4 th Shift:	1900-0500
5 th Shift:	2400-1000
Fixed Shift:	1900-0500*

*The Department will not deploy more than 11% of the patrol officers to the fixed shift. Personnel assigned to the fixed shift shall work the fixed days of Wednesday, Thursday, Friday and Saturday.

For ninety (90) days after the initial implementation, the Department may adjust the above shift start times by thirty (30) minutes earlier or later. After the ninety (90) days the shift times are fixed. Any adjustment to the shift times must be made Departmentwide.

Officers and sergeants will work different rotation cycles as established pursuant to the Memorandum of Agreement between the parties, as follows:

Cycle A: 3-3, 3-3, 3-3, 3-3, 4-2, 4-2, 4-2, 4-3

Cycle B: 4-4, 4-4, 5-3, 5-3, 5-3, 5-4

- 5.1.1 Except in the event of annual Seafair events, unusual occurrence, civil disorder or national disaster, no employee shall be required over his/her objection to work on more than one (1) day in excess of the normal work week.
- 5.1.2 In the case of annual Seafair events, the Department will first ask for volunteers to work overtime to supplement staffing; then assign bargaining unit members working a five (5)-days-on, two (2)-days-off schedule to work overtime if more staffing is required; before, finally, assigning overtime to employees in patrol. When employees are assigned overtime for Seafair events, those with the highest serial numbers will be called on first, except that Patrol First Watch employees will be assigned last. When Patrol First Watch employees are assigned overtime for Seafair events, such Patrol First Watch employees shall be assigned to work in decreasing order of their serial numbers with employees with the highest serial numbers assigned first.
- 5.1.3 The City shall continue the current practice with respect to the method for assigning staff for the Fourth of July.
- 5.2 Process for Staffing Special Events - The parties agree that the practice of “red dot days” that existed prior to the execution of this agreement shall be eliminated.

Restricting discretionary time off and canceling furlough days for the purpose of staffing special events shall require the approval of an Assistant Chief or above.

The following process shall be used for the purpose of staffing special events, whether scheduled or anticipated, that are thirty (30) or more calendar days in the future:

- A. Event planners shall seek volunteers for overtime on a Department wide basis before the Department restricts discretionary time off and cancels furlough days.
- B. The Guild shall be provided reasonable advance notice prior to the Department announcing the restriction of discretionary time off and/or the cancellation of scheduled furloughs.
- C. In the event that the number of volunteers is insufficient and/or additional staff is needed, the Department shall use the same process as is currently used for selecting employees to perform overtime for the 4th of July and

Seafair, as provided at section 5.1.2 of this Agreement.

- D. If a determination is made by the Department that the number of employees initially assigned overtime for a special event exceeds the number required, notification to those affected employees that their overtime is cancelled shall be provided in person, by telephone or voicemail message not less than seventy-two (72) hours prior to the start of the employee's scheduled overtime. If less than seventy-two (72) hours notice is provided, an employee whose overtime is cancelled shall receive three (3) hours pay at the overtime rate.

If there is less than thirty (30) days notice of the event or there are unanticipated changes to a pre-planned event that require significant additional staff, the Department may apply section 5.1.1 of this Agreement to obtain the necessary staff. If an anticipated event is cancelled or otherwise does not occur for whatever reason and volunteers or others originally assigned to the event are not needed, the Department will not incur any overtime as outlined in paragraph 'D' above.

The above process does not apply to restrict the day-to-day decisions necessary to maintain minimum staffing levels.

- 5.3 Alternative Shifts – The parties may, by mutual written agreement, establish alternative work shifts for work units within the Department, including those identified in Section 5.1. All requests for alternative shifts shall first be addressed through a JLMC process that may include an EIC, as described in Section 4.10.
- 5.4 Overtime - Except as otherwise provided in this Article, employees on a five (5) day schedule shall be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of eight (8) in one (1) day or forty (40) in one (1) scheduled week, and employees on a six (6) day schedule shall be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of eight (8) in one (1) day and for all hours worked on a scheduled furlough day. Employees on the nine (9) hour day schedule shall be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of nine (9) in one (1) day and for all hours worked on a scheduled furlough day.

Holidays, vacation, compensatory time, and sick leave time are counted as hours worked.

The Employer and the Guild agree that some training classes and/or seminars will be offered, sponsored, and controlled by organizations other than the Seattle Police Department, and attended by officers from other law enforcement agencies. In such cases where the schedule of training requires a nine (9) hour day (with one (1) hour for lunch), such schedule will be worked without additional compensation.

An employee on vacation may voluntarily work an overtime detail unrelated to their

normal assignment. The employee shall receive overtime compensation for the detail.

- 5.5 Overtime Minimum Pay - In the event overtime is not an extension either at the beginning or end of a normal shift, the minimum pay shall be three (3) hours at the time and one-half (1 1/2) rate. A shift extension is defined as reporting for duty within three (3) hours preceding or within one (1) hour following an officer's regularly scheduled shift. In the event an individual is called back to work overtime or for a Court appearance, he/she shall not normally be required to perform duties unrelated to the particular reasons for which he/she was called back to duty. Callbacks of an employee will be made only when it is impractical to fulfill the purpose of the callback at the employee's next regular shift. There will be no pyramiding of callback overtime pay within a three (3) hour period.
- 5.6 Overtime Pay for Court Appearances - The following schedule depicts minimum time allowed for court appearances or at any pre-trial hearing or conference. Any additional time beyond the minimums will be paid hour-for-hour.
- A. If the session starts less than two and one-half (2 1/2) hours before or after their shift, it will be considered a shift extension for court. Officers will be compensated for the amount of time spent before or after their shift at the straight-time rate of pay and for the time spent in court at the time-and-one-half (1 1/2) rate of pay on an hour-by-hour basis.
 - B. If the session starts two and one-half (2 1/2) or more hours before or after their shift, compensation will be for a minimum of three (3) hours at the time-and-one-half (1 1/2) rate of pay.
 - C. Officers on scheduled furlough, vacation or holiday, and subpoenaed for court or otherwise called in for court-related hearings, shall receive a minimum of three (3) hours overtime at the rate of time and one-half (1 1/2) their regular rate of pay. "Furlough" shall be defined as that period of off time which falls between the end of the last regularly scheduled shift of one (1) regular work week and the beginning of the first shift of the next regularly scheduled work week.
 - D. There will be no pyramiding of overtime minimum pay within a three (3) hour period or continuous to a three (3) hour period ending as such relates to court appearances described above. For example, if an officer is called in for a court-related hearing on his/her scheduled furlough day at 1100 hours, is released at 1200 hours, and then called back in at 1400 hours for a new case, the officer will receive three (3) hours of overtime minimum pay to cover the time between 1100 hours and 1400 hours and then will receive overtime pay at the time-and-one-half (1 1/2) rate on an hour-by-hour basis after that. Or, alternatively, if an officer is called in for a court-related hearing on his/her

furlough day at 1100 hours, is released at 1200 hours, and then called back in at 1500 hours for a new case, the officer will receive three (3) hours of overtime minimum pay to cover the time between 1100 hours and 1400 hours and then will receive another three (3) hours of overtime minimum pay to cover the time between 1500 hours and 1800 hours. (In the second example, an additional three (3) hours of overtime minimum pay begins at 1500 hours since there is a break in time between the expiration of the initial three (3) hours of overtime minimum pay and when the officer is called back to court. There is no pay for the time not worked between 1400 hours and 1500 hours.)

- E. For Morning Court: Officers may, at their option and with supervisory approval, be relieved before their normal shift is completed in lieu of the equivalent in overtime.

5.7 Overtime Pay for Off-duty Telephone Calls – As provided by Department policy, an off-duty employee will be compensated at the normal overtime rate of time and a half (1½) for one hour for each work-related telephone call that equals or exceeds eight (8) minutes. Such compensation shall include all necessary work-related calls subsequently made to an employee or by an employee in response to the initial call, during the one-hour period following the call. If the total duration of the necessary work-related calls exceeds one hour, overtime will be paid for the actual duration of the calls. Time spent listening to a recorded voice message, including time spent calling in to listen to a recorded message on the status of court cases, will not be compensated when the employee could have made the call while on duty. Time spent returning a call-in response to a message will be compensated in accordance with the above procedures and Department policy. Calls made without supervisory approval in violation of Department policy may subject the caller to discipline. Calls made by an outside agency or party or calls initiated by an employee without supervisory approval or facilitation by the Seattle Police Department will not be compensated. Employees assigned to the Fraud and Explosives Section and the Homicide Unit on approved on-call status will not receive overtime pay for telephone calls under this section.

5.8 Compensatory Time

- A. An employee, subject to Administrative approval, may have any earned overtime paid on the basis of compensatory time off.
- B. At no time shall the accumulated total of compensatory time off exceed forty (40) hours. Employees assigned to patrol may accrue at least twenty-seven (27) hours of compensatory time off at any one time. A request by a patrol employee to accrue more than twenty-seven (27) hours of compensatory time off is subject to the approval of the Chief or his/her designee.
- C. All compensatory time accumulated by an employee in excess of forty (40) hours shall be paid at the employee's then current rate of pay on the next

payday.

- D. Notwithstanding Section 5.5.A of this Article, all such compensatory time off shall be at time and one-half (1 1/2).
- E. Patrol employees must use accrued delayed furloughs or holiday time due them before using compensatory time in increments of one day or more.

5.9 On-call - The Employer and the Guild agree that the use of off-duty on-call time shall be minimized consistent with sound law enforcement practices and the maintenance of public safety. Off duty on-call assignments shall be for a fixed predetermined period of time. Employees formally placed on off duty on-call status shall be compensated on the basis of ten percent (10%) of straight time pay. If the employee is actually called back to work, the off duty on-call premium shall cease at that time. Thereafter, normal overtime rules shall apply. Effective the first pay period following ratification, SWAT members assigned to off-duty on-call status will be covered by this Article 5.9.

- A. On-call time at the ten percent (10%) rate shall be defined as that period of time during which an officer or detective is required by the Employer to remain available by telephone or pager to respond to a summons to duty and for which discipline may attach for failure to respond.
- B. The Employer and the Guild agree that the issuance of a pager to an employee does not always constitute placing the employee on on-call status. It is agreed that no employee shall be restricted in his/her movement or activities by the issuance of the pager. It is agreed that the Homicide Unit will be on-call at the ten percent (10%) rate for eight (8) hours per day unless a third shift is implemented and that the Bomb Squad will be on on-call and will be issued a pager. Other units will be assigned on-call as directed by the Employer consistent with sound law enforcement practices and will be minimized consistent with the needs of public safety.
- C. In the case of riot or other large-scale disturbance or incident requiring mass police presence, employees placed on on-call shall be compensated at the rate of fifty percent (50%) for each hour on-call.
- D. Officers utilizing the voluntary on-call program for reporting to court shall not receive any compensation while on-call.

5.10 Call back from Vacation

- A. In the event that an employee is required to be called back to work by the Department for any purpose or is compelled to respond to a work-related subpoena during a period of authorized vacation leave or days off adjacent

thereto, where the vacation time has been approved by the Department more than thirty (30) days prior to the callback, the employee shall have the option of receiving his/her regular straight-time pay for the day and a vacation day, or being paid the greater of the minimum call back payment (three (3) hours at time and one-half (1 1/2)) or overtime at the double time (2x) rate for the actual time worked on the callback.

B. Employees shall not be placed on-call on days off adjacent to a vacation period unless emergency conditions exist.

5.11 Canine - The parties recognize that canine officers are required as part of their jobs to perform certain home dog-care duties. In order to compensate canine officers for such home dog-care work, the City shall release each canine officer from their regular duties with pay one hour per duty day worked. In addition, canine officers shall receive forty-five (45) minutes of compensatory time off for each furlough day on which the officer boards his/her assigned police dog at home. In lieu of receiving compensatory time off on their furlough days, officers shall have the option of kenneling the dog. Animals will continue to be kenneled at the Canine Center while their handlers are on vacation or absent from work more than four (4) consecutive days.

5.12 Off-duty Employment and Return to Duty

A. If an off-duty officer engages in a self-initiated lawenforcement activity arising out of and related to his/her secondary employment, the officer will be paid by the off- duty employer until the end of the off-duty shift and will not be paid by the City.

B. Under the following circumstances, an officer working off-duty will be paid hour- for-hour overtime by the City for the actual time spent performing a necessary law enforcement action upon approval by an on-duty supervisor prior to or as soon as practical after the law enforcement action is initiated:

1. The officer is required by Department policy to take law enforcement action and doing so will prevent the officer from performing their off-duty job; or
2. The officer is continuing to perform law enforcement activity that was self- initiated, as provided at paragraph A above, after the end of the off-duty shift.

C. An officer working off-duty will be entitled to call-back pay if the officer is required by an on-duty supervisor to address a public safety emergency or to process an arrest, book a suspect, etc., and the duty will not permit the officer to return to his/her secondary employment before the off-duty shift has ended. If the officer is called to duty by the Department and able to return

to his/her secondary employment, the officer shall be compensated by the City at the rate of time and one-half (1½) for the actual time worked performing the Department duty.

- D. With the exception of court overtime, an officer will not accept payment from an off-duty employer for the same time that is paid for by the City. Any officer willfully collecting pay in violation of this provision will be subject to discipline.

ARTICLE 6 – SALARIES

6.1 Salaries shall be in accordance with the following schedule:

A. Effective ~~December 31, 2014~~ January 6, 2021, the base wage rates, which include an across- the-board increase of ~~3.1%~~ 3.3%, for the classifications covered by this Agreement shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6mos</u>	<u>18mos</u>	<u>30mos</u>	<u>42mos</u>	<u>54mos</u>
<u>Police Officer</u>	<u>\$59,437.06</u>	<u>\$63,737.57</u>	<u>\$66,637.91</u>	<u>\$69,198.22</u>	<u>\$72,668.63</u>	<u>\$77,839.24</u>
Police-Sergeant	\$8,010	\$8,355	\$8,953			
<u>Police Sergeant</u>	<u>\$9,516</u>	<u>\$9,927</u>	<u>\$10,638</u>			

B. Effective ~~December 30, 2015~~ January 5, 2022, the base wage rates, which include an across- the-board increase of ~~3.6%~~ 3.4% for the classifications covered by this Agreement, shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6mos</u>	<u>18mos</u>	<u>30mos</u>	<u>42mos</u>	<u>54mos</u>
<u>Police Officer</u>	<u>\$61,217.51</u>	<u>\$65,648.05</u>	<u>\$68,638.42</u>	<u>\$71,278.74</u>	<u>\$74,849.18</u>	<u>\$80,169.83</u>
Police-Sergeant	\$8,250	\$8,606	\$9,222			
<u>Police Sergeant</u>	<u>\$10,125</u>	<u>\$10,562</u>	<u>\$11,319</u>			

C. Effective ~~December 28, 2016~~ January 4, 2023, the base wage rates, which include ~~an across-the-board~~ a total increase of ~~3%~~ 15.3% (comprised of a 5% cost-of-living increase and a 10.3% market increase) for the classifications covered by this Agreement, shall be as follows:

<u>Classification</u>	<u>Start</u>	<u>6mos</u>	<u>18mos</u>	<u>30mos</u>	<u>42mos</u>	<u>54mos</u>

<u>Police Officer</u>	<u>\$8,662</u>	<u>\$9,290</u>	<u>\$9,712</u>	<u>\$10,084</u>	<u>\$10,591</u>	<u>\$11,342</u>
<u>Police Sergeant</u>	<u>\$11,674</u>	<u>\$12,178</u>	<u>\$13,051</u>			

Police Officer	\$6305	\$6761	\$7069	\$7341	\$7709	\$8256
Police Sergeant	\$8498	\$8864	\$9499			

~~D. Effective December 27, 2017, the base wage rates, which include an across-the-board increase of 3.65% for the classifications covered by this Agreement, shall be as follows:~~

<u>Classification</u>	<u>Start</u>	<u>6mos</u>	<u>18mos</u>	<u>30mos</u>	<u>42mos</u>	<u>54mos</u>
Police Officer	\$6535	\$7008	\$7327	\$7609	\$7990	\$8557
Police Sergeant	\$8808	\$9188	\$9846			

~~E. Effective December 26, 2018, the base wage rates, which include an across-the-board increase of 3.85% for the classifications covered by this Agreement, shall be as follows:~~

<u>Classification</u>	<u>Start</u>	<u>6mos</u>	<u>18mos</u>	<u>30mos</u>	<u>42mos</u>	<u>54mos</u>
Police Officer	\$6787	\$7278	\$7609	\$7902	\$8298	\$8886
Police Sergeant	\$9147	\$9542	\$10225			

~~F. Effective December 25, 2019 the base wage rates for the classifications covered by this Agreement shall be increased across the board by 1% plus one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue area Consumer Price Index ("CPI") for June 2018 over the same index for June 2019 (1.5% minimum and 4% maximum on CPI). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84=100), covering the period June 2018 to June 2019 as published by the Bureau of Labor Statistics. The resulting percentage increase shall be rounded to the nearest tenth (10th) of a percent.~~

6.2 The City shall provide a total annual match of an employee's contribution to the City's voluntary deferred compensation program of a maximum of 3.5% of the top step base salary of Police Officer. In the event that the City is unable to provide a deferred compensation match because such a benefit is determined to be illegal, the benefit shall be converted to an across-the-board percentage wage increase of 3.5%, less any savings accruing to the City under a deferred compensation match system because the deferred compensation match does not necessitate the payment of the same salary-dependent rollup costs (such as LEOFF contributions) as does an across-the-board wage increase. Effective January 1, 2019, the City's match shall increase to 4% of the top step base salary of Police Officer.

6.3 The City may hire employees, who satisfy the criteria for the City's lateral entry program, at salary step three through salary step five, depending upon prior experience.

6.4 Percentage salary premiums based upon the top pay step of the classification currently held by the employee receiving the premium, shall be paid for the following assignments in accordance with the following schedule:

<u>Assignment</u>	<u>Percentage</u>
Detective, while assigned from any classification in Section 6.1	4%
*Detective-Bomb Squad, while assigned from any classification in Section 6.1	9%

Detective-Homicide, while assigned from any classification in Section 6.1	6%
Detective- CSI, while assigned from any classification in Section 6.1	6%
Detective- FIT, while assigned from any classification in Section 6.1	6%
Diver, while assigned from any classification in Section 6.1	5%
Motorcycle Officer, while assigned from any classification in Section 6.1	3%
Canine Officer, while assigned from any classification in Section 6.1	3%
SWAT Member, while so assigned from any classification in Section 6.1	3%
Hostage Negotiator, while so assigned from any classification in Section 6.1	3%
Academy Instructor, while so assigned from any classification in Section 6.1	3%
Non-Patrol, while so assigned from any classification in Section 6.1	1.5%

*Includes 4% Detective and 5% hazardous duty premium pay.

Patrol Premium

An additional 1.5% of the base monthly, top- step salary for the classification held by the affected employee shall be paid as a premium to patrol officers and patrol sergeants, including those assigned to the Seattle Center, the Mounted Patrol and

the Harbor Unit. Police Officers and Sergeants assigned to the D.W.I. Squad and A.M./P.M. Enforcement Squads will also be eligible to receive patrol premium pay- (however, they have not been eligible for patrol longevity, effective the first pay period after ratification they will become eligible for patrol longevity).

New hires will not be eligible to receive patrol premium pay until they have completed 5 years of service.

The above premiums shall be in addition to the regular salary of employees as specified in Section 6.1. There will be no pyramiding of specialty pays.

6.5.1 Longevity premiums based upon the top pay step of the classification currently held by the employee receiving the longevity, shall be added to salaries in Section 6.1 during the life of this Agreement in accordance with the following schedules:

NON-PATROL LONGEVITY

<u>Longevity</u>	<u>Percentage</u>
Completion of seven (7) years of service	2%
Completion of ten (10) years of service	4%
Completion of fifteen (15) years of service	6%
Completion of twenty (20) years of service	8%
Completion of twenty-five (25) years of service	10%
Completion of thirty (30) years of service	12%

PATROL LONGEVITY

In order to encourage experienced officers to remain in or to transfer back to the Patrol Division, the parties have agreed to the following Patrol Longevity provision:

Police Officers and Sergeants assigned to patrol duty (including those assigned to the Seattle Center, the Mounted Patrol, the Harbor unit, SWAT, and Canine units will be eligible for longevity premium pay, based upon the top pay step of the classification currently held by the employee receiving the longevity, in accordance with the following schedule. Effective the first pay period following ratification, Traffic and Gangs will be eligible for longevity pay, based upon the top pay step of the classification currently held by the employee receiving the longevity, in accordance with the following schedule:

<u>Longevity</u>	<u>Percentage</u>
Completion of seven (7) years of service	2%
Completion of ten (10) years of service	6%
Completion of fifteen (15) years of service	11%
Completion of twenty (20) years of service	12%
Completion of twenty-five (25) years of service	14%
Completion of thirty (30) years of service	16%

Longevity premiums shall be paid beginning with the first full pay period following the completion of the eligibility requirements. For the purpose of determining eligibility for longevity premiums, service shall be limited to continuous time served in good standing as a uniformed member of the Seattle Fire Department or a sworn officer or Police Cadet or Police Trainee in the Seattle Police Department.

6.5.2 Body Worn Video (BWV) Pay

Effective the first pay period after January 1, 2018, an additional two percent (2%)

of the base monthly, top-step salary for the classification held by the affected employee shall be paid to employees required to wear BWV while on duty for the City. An employee will be eligible for the BWV pay upon successful completion of probation. Any employee who is in a unit that is not regularly assigned BWV, but who is deployed with a body worn video for a shift/assignment shall receive the BWV pay for the entire shift/assignment. The determination of which officers will wear (or not wear) BWV will be made by the Department.

All eligible employees who were required to wear a body worn video prior to the ratification of this Agreement shall receive BWV pay for the time period between the first full pay period following January 1, 2018 and the last pay period for which retroactive pay is calculated in implementing this Agreement. Any employee who reached the eligible criteria for BWV pay between January 1, 2018 and the last pay period for which retroactive pay is calculated in implementing this Agreement shall receive the retroactive BWV pay for the portion of the time from becoming eligible moving forward.

ARTICLE 7 - DEPARTMENTAL WORK RULES

7.1 Notification of Changes - The Employer agrees to notify the Guild in advance of significant anticipated departmental changes or hearings affecting working conditions of employees covered by this Agreement, and conferences in good faith shall be held thereon before such changes are placed in effect. For illustrative purposes, such changes would include but are not limited to changes in working hours, expansion or reduction of major services, and community relations programs. Transfers, reassignments, and emergency situations shall be excepted from this provision.

7.2 Clothing Allowance - Employees shall purchase clothing and equipment in accordance with department standards. When uniforms or equipment are to be modified, such changes shall be discussed with the Guild, who shall forward their input to the Chief of Police. Any employee hired on or after September 1, 1985, shall be paid \$500.00 for the cost of said items after completion of the academy and appointment as a sworn officer. In addition, each employee shall be paid \$550.00 annually beginning with eighteen (18) months of service from the employee's date of hire to cover the cost of replacement of said items. The Employer agrees to provide a fund to repair or replace clothes or equipment damaged in the line of duty.

Police officers and sergeants who are assigned to the Motorcycle Squad, Mounted Patrol or the Harbor Unit as divers will be eligible for a one-time reimbursement of up to \$500.00 each for the purchase of required items of clothing and/or equipment which are unique to those assignments, upon the showing of receipts of purchase, after one year of service in said assignment.

7.3 Work Rotation - The rotation of personnel between shifts shall be minimized within the limitations of providing an adequate and efficient work force at all times.

A. Except as provided below, the Employer will not arbitrarily change nor reschedule furlough days or scheduled hours of work in order to prevent the payment of overtime to an employee.

B. In certain specialized units (Traffic, Motorcycle, SWAT, K-9, Mounted, Intelligence, Community Police Teams, Proactive Teams, and Gang Unit), there may be a need for personnel to work hours other than those normally worked. In such cases, a 72-hour prior notification shall be given when changing work schedules; otherwise, the pertinent overtime provision will apply. Except in emergencies, personnel will not be required to work sooner than eight (8) hours following completion of the previous shift.

C. Except for the last sentence, the provisions of Section 7.3B above shall not apply to traffic control work at events at the major league baseball or football stadiums.

- D. Employees' shift hours (but not regularly scheduled furlough days) may be adjusted for training purposes, without the payment of overtime, provided the Department gives seven (7) days' advance notice.

7.4 Involuntary Transfer - An involuntary transfer is a permanent change in unit of assignment not requested by the employee.

- A. The Employer shall provide the employee with at least one pay period's advance notice of the transfer.
- B. The notice from the Employer shall list all current and anticipated openings for which the employee is qualified. The employee shall not be limited to the openings listed by the Employer, if the employee can make other arrangements. If multiple positions are available, the employee shall be permitted to select the position to which he/she shall be transferred.
- C. When an involuntary transfer is required to fill a vacancy, it shall be accomplished by inverse Department seniority.
- D. When an involuntary transfer is required as a result of a reduction in the number of available positions within a unit, it shall be accomplished by inverse unit seniority. If two or more employees are displaced and wish to transfer to the same available position, the employee with the most Department seniority will be transferred to the position.
- E. Any exceptions to the above shall be made by a Bureau Chief, who shall inform the involved employee(s) in writing. The exception must be necessary for bona fide operational reasons or to meet a specific Department need for special, bona fide qualifications or experience. In instances where more than one employee has the needed qualifications or experience, the least senior employee, as defined by subsection 7.4E above, shall be transferred.
- F. Upon the submission of a prompt written request, the employee's Bureau Chief or his/her designee shall meet with the employee to discuss the basis for the involuntary transfer.
- G. Prior to an involuntary transfer for inadequate performance, an employee will be given notice of the performance deficiencies and a reasonable opportunity to correct the deficiencies.

7.4.1 Disciplinary Transfer – A disciplinary transfer is a permanent change in unit of assignment that is imposed as discipline and shall be subject to the requirement of just cause.

7.4.2 Investigatory Transfers – An investigatory transfer is a temporary change in unit of assignment not requested by the employee that is made pending the completion of an investigation. The employee shall be provided notice of the available position(s) to which the employee may be transferred. If the notice includes multiple positions, the employee shall be permitted to select the position to which he/she shall be transferred. Upon completion of the investigation, if no misconduct is found, the employee may elect to return to his/her unit of assignment, except where a Bureau Chief determines that bona fide operational reasons exist to the contrary.

7.4.3 Temporary Assignments – A temporary assignment is a temporary change in unit of assignment for the purpose of filling a temporary vacancy or a grant funded position, or for training. During a temporary assignment, employees shall continue to accrue seniority in the unit from which they have been temporarily assigned. If a temporary assignment becomes a permanent assignment, the employee shall accrue seniority in the unit from the date of the temporary assignment.

7.4.4 Performance Based Transfers – A transfer based upon inadequate performance shall only occur if the Department has documented a repetitive performance deficiency and informed the employee, and the employee has had a reasonable opportunity to address the performance deficiency, normally no less than thirty (30) and no more than ninety (90) days. The performance deficiency to be corrected must be based on objective criteria that are evenly applied across similar units of assignment (for purposes of this provision similar units of assignment in patrol will be citywide across the watch). The performance deficiency identified as needing correction cannot be simply general statements. The employee shall be given a written explanation of 1) the concerns, which shall include sufficient facts or examples of the employee's failures to meet the objective criteria in order to assist the employee to understand the issue(s); and 2) specific actions the employee can take to satisfactorily address the employer's concerns. Prior to the written explanation document being given to the employee, it shall be reviewed and approved by the employee's Bureau Commander and the Department's Human Resource Director (or designee). When making the transfer, the Department will give good faith consideration to the employee's preference for a new assignment.

7.5 Firearms Required/Qualifications

- A. No employee shall be required to work without a firearm except as provided below:
1. The Employer may require an employee to work for up to ten (10) days without a firearm in a position that does not require dealing with the public in person.
 2. Within that ten (10) day period the officer will receive a psychological

evaluation, at the Department's expense, and the results of that evaluation will determine continuation of the employee's temporary assignment. Such evaluations shall be conducted in accordance with the Americans with Disabilities Act (ADA). This position would not be considered to be a limited duty assignment.

- B. Employees will be required to qualify with their service weapon at the range as a condition of employment. If an employee fails to qualify at the range, the employer shall provide remedial firearms training to the employee. If the employee still fails to qualify during the course of remedial training, the employee shall be allowed sixty (60) days from the conclusion of remedial training to demonstrate the ability to qualify. An employee who fails to qualify after remedial training shall be reassigned to an administrative position. The City shall notify the Guild when an employee fails to qualify after remedial training. The employee may appeal the reassignment to the Firearms Qualification Review Board (FQRB). During this 60-day period, the employee will be provided with a reasonable amount of additional target ammunition to assist the employee to gain proficiency, and, upon request, the Department may provide coaching from a member of the range staff.

If, at the conclusion of the 60-day period, the employee has still not qualified, the Employer may take appropriate measures with the employee. Should the employee be disabled or on sick leave during any portion of the 60-day period, the 60-day period shall be lengthened by the amount of the time the employee was disabled or on sick leave. Appropriate measures shall include, if the employee was formerly authorized to carry a revolver, affording the employee the opportunity to qualify with a revolver, which shall thereafter be the employee's service weapon until the employee qualifies with an automatic. The Department may not institute disciplinary measures against the employee for at least ten (10) days following the expiration of the 60-day period. If at any time during the pendency of the disciplinary action the employee qualifies with his/her service weapon, the disciplinary action shall immediately be terminated with no discipline issued to the employee based upon the failure to qualify and the employee shall be returned to the assignment held prior to the remedial training.

The FQRB shall be composed of one representative of the Training Section, one member appointed by the Chief, and one Guild representative. The FQRB shall meet within seven (7) days of receiving an appeal from a member and shall consider any written or oral information provided by the employee. The FQRB shall make a recommendation to the Chief concerning the reassignment of the employee and the training options available to assist the employee in qualification.

7.6 Bulletin Boards - The Seattle Police Officers' Guild shall be entitled to maintain one (1)

bulletin board in a conspicuous place in each outlying Police Precinct, the Operations Bureau and the Investigations Bureau.

- 7.7 Menial Tasks - The Employer shall not require an employee to perform work defined as janitorial or intentionally embarrassing in nature. An employee shall be responsible for the appearance of his/her work area, vehicle and other assigned equipment; provided further, an employee shall be responsible for the proper condition of his/her uniform, weapons and other items of personal equipment in his/her care and possession.
- 7.8 Sickness/Serious Injury in the Family - In the event of a sudden, unexpected, disabling illness, injury or condition to a member of the immediate family of an employee, said employee will be entitled to such release time as is reasonably necessary to stabilize the employee's family situation. Such release time may be granted by the employee's immediate supervisor for a period of up to two (2) days; provided, however, that any additional release time must be approved by the Employer or his/her designated representative. The employee will, upon request, provide the necessary documentation to establish the nature and duration of the emergency.
- 7.9 Employees covered by this Agreement shall be allowed to engage in off-duty employment subject to the same terms and conditions in effect on January 1, 1992. This provision is subject to the Secondary Employment reopener set forth in Article 21.
- 7.10 It is agreed that non-sworn personnel shall neither be dispatched to, nor assigned as a primary unit to, investigate any criminal activity.
- 7.11 Except for unusual circumstances, an employee who is to be transferred for thirty (30) days or longer by the Employer from one Unit, Shift (Day, Evening, Night) and/or Watch to another shall be given at least four (4) calendar days' notice prior to the effective date of the transfer.
- 7.12 A request for a leave of absence without pay shall not be unreasonably denied, consistent with available staffing levels. An employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period.
- 7.13 Performance Appraisals.
- A. An annual performance appraisal shall be conducted by the employee's immediate supervisor.
 - B. The employee's immediate supervisor shall meet with the employee for the purpose of presenting feedback about job performance. Performance

appraisals shall not include references to acts of alleged misconduct that were investigated and unfounded, exonerated or not sustained, or sustained and reversed on appeal. The employee shall be given an opportunity to provide written comments on the final appraisal including, but not limited to, agreement or disagreement with the information presented. The employee shall sign the appraisal to acknowledge receipt. Signing the appraisal shall not infer agreement with the review.

- C. If an employee wishes to challenge an appraisal, the following steps shall be taken in the following order:

STEP 1

Within fifteen (15) days of receiving the appraisal, the employee may request a meeting with his/her supervisor to address and challenge the appraisal. After the employee has provided the information associated with the challenge, the supervisor shall advise the employee as part of the meeting of his/her determination to either modify the appraisal or preserve it as written. The supervisor shall document the discussion with the employee. If the employee is not satisfied with the supervisor's response, he/she may appeal to Step 2.

STEP 2

Within fifteen (15) days following the meeting with his/her supervisor, the employee may request a meeting with the supervisor's commanding officer (or civilian equivalent) to address and challenge the appraisal. After the employee has provided the information associated with the challenge, the commanding officer shall advise the employee as part of the meeting of his/her determination to either modify the appraisal or preserve it as written. The commanding officer shall document the discussion with the employee. If the employee is not satisfied with the commanding officer's response, he/she may appeal to Step 3 only if the employee alleges: (1) factual inaccuracy in the appraisal, including references to acts of misconduct that were investigated and unfounded, exonerated or not sustained, or sustained and reversed on appeal; and/ or (2) lack of prior notice of the conduct that the supervisor has identified as part of the performance appraisal.

STEP 3

Within fifteen (15) days following the meeting with his/her commanding officer the employee may request, through the SPD Director of Human Resources, a review by the Performance Appraisal System (PAS) Review Board to address concerns of factual inaccuracy and/or lack of prior notice. The request must be submitted in writing and cite specific facts supporting the employee's allegation(s). The SPD Director of Human Resources will review the employee's request to determine if the criteria for an appeal have been met.

The Board shall consist of a total of six (6) members, three (3) selected by the Guild and three (3) selected by the Department. If due to scheduling conflicts the Board of six (6) is unable to meet within one month of employee's request for Board review, the Board may be composed of four (4) members, two (2) selected by the Guild and two (2) selected by the Department. No Board member may have been actively involved in conducting the performance appraisal of the employee appealing to the Board.

The Board shall review the relevant evidence, meet with the employee and the Department representatives responsible for the performance appraisal, and vote to determine to either modify the appraisal or preserve it as written. The SPD's Director of Human Resources will also attend the meeting. In the event the Board is unable to reach a majority decision, the final determination shall be made by the SPD's Director of Human Resources.

The decision of the Board/SPD Director of Human Resources shall be final and not subject to the grievance process or appeal to the Public Safety Civil Service Commission. Together with the decision, the Board may provide recommendations to the employee on how he/she can improve on weaknesses that are identified. The Board may also provide recommendations to the employee's Chain of Command on how to assist the immediate supervisor and employee in addressing any performance related or work relationship concerns.

- D. The Department may use performance appraisals, along with other relevant information, in determining the appropriateness of promotions and voluntary transfers, and as notice for the purpose of disciplinary actions. Employees may not appeal a performance appraisal used in making such determinations unless they do so within the timelines provided by subsection C above.

ARTICLE 8 - HOLIDAYS

8.1 Employees covered by this Agreement shall be allowed ~~twelve~~fourteen (~~12~~14) holidays off per year with pay, or ~~twelve~~fourteen (~~12~~14) days off in lieu thereof, for a total of ~~96~~112 hours of paid holiday time, at the discretion of the Chief of Police, and Ordinance 97220, as amended, and all others in conflict herewith are hereby superseded. For purposes of holiday premium pay, holidays shall be defined as commencing at 0001 hours and ending at 2400 hours on the dates specified at Section 8.3 below.

8.2 Employees on pay status on or prior to October 1st shall be entitled to use of a personal holiday during that calendar year. Employees on pay status on or prior to February 12th shall be entitled to use a second personal holiday during that calendar year.

8.3 Employees covered by this Agreement who are scheduled to work during the holiday time periods enumerated below shall be compensated at the rate of one and one-half (1½) times their regular hourly rate of pay for each hour worked during said period. The dates of the holidays are set forth in parentheses; provided, however, there shall be no pyramiding of the overtime and holiday premium pay.

New Year's Day	(January 1st)
Martin Luther King, Jr.'s Day	(third Monday in January)
Presidents' Day	(third Monday in February)
Memorial Day	(last Monday in May)
<u>Juneteenth</u>	<u>(June 19th)</u>
Independence Day	(July 4th)
Labor Day	(first Monday in September)
<u>Indigenous Peoples' Day</u>	<u>(second Monday in October)</u>
Thanksgiving Day	(fourth Thursday in November)
The day immediately following Thanksgiving Day	
Christmas Day	(December 25th)

8.4 Whenever an employee has actually worked a holiday covered in Section 8.1 and the employee has not been given a day off with pay in lieu thereof and the employee is subsequently prevented from taking such a day off during that calendar year because of illness, injury or department work schedule, the employee may carry over to the next succeeding year such unused holiday time, or the Employer may compensate the employee at his/her straight-time hourly rate for said holiday time; provided, however, that in either case the total number of holidays carried over or paid shall not exceed the number of months remaining in the year at the onset of such illness or injury; provided further, the employee has made a conscientious effort to use his/her holiday time off.

- 8.5 When a LEOFF II employee is on disability leave or sick leave and a holiday occurs, he/she shall be marked holiday on the time sheet. When a LEOFF I employee is on disability leave and a holiday occurs, he/she shall not be allowed to cash out that holiday or save it for future use. This provision shall not prevent the Guild from contesting the legality of such practice.
- 8.6 If an employee is required to work on July 4th and that day falls on his/her scheduled time off, the employee shall be compensated at the rate of double time for all hours worked.

ARTICLE 9 - VACATIONS

- 9.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 9.3 for each hour on regular pay status as shown on the payroll, but not to exceed eighty (80) hours per pay period; except in the case of employees who work an alternative schedule whose work hours are equivalent to eighty (80) hours biweekly on an annualized basis.
- 9.2 "Regular pay status" is defined as regular straight-time hours of work plus any paid time off. At the discretion of the Employer, 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.
- 9.3 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. For purposes of the following table, the word "days" refers to eight- hour days.

<u>COLUMN NO. 1</u> <u>ACCRUAL RATE</u>		<u>COLUMN NO. 2</u> <u>EQUIVALENT ANNUAL</u> <u>VACATION</u> <u>FOR FULL-TIME EMPLOYEE</u>			<u>COLUMN NO. 3</u> <u>MAXIMUM</u> <u>VACATION</u> <u>BALANCE</u>
Hours on Regular Pay Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Working Hours Per Year	Maximum Hours
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

- 9.4 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.

- 9.5 Employees may, with Employer approval, use accumulated vacation with pay after completing one thousand forty (1040) hours on regular pay status.
- 9.6 If an employee is unable to take vacation time due to the Employer's operational needs, and has exceeded his/her maximum balance, the employee may request the restoration of any lost vacation time. The request must be made in writing via the Chain of Command within thirty (30) days from the date of reaching the maximum balance. Approval will be at the discretion of the Chief of Police or his/her designee on a case-by-case basis.
- 9.7 "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 consecutive anniversaries of the employee's date of hire thereafter.
- 9.8 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 Chief of Police, such lesser fraction of a day as shall be approved by the department head.
- 9.9 An employee who retires or resigns or who is laid off after more than six (6) months' service shall be paid in a lump sum for any unused vacation he/she has previously accrued.
- 9.10 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.
- 9.11 Except for family and medical leave granted pursuant to Chapter 4.26, Seattle Municipal Code, 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 he/she has previously accrued or, at the Employer's option, the employee shall be required to exhaust such vacation time before being separated from the payroll.
- 9.12 Where a LEOFF II employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons only with prior approval of the Chief of Police or his/her designee. Except for family and medical leave granted pursuant to Chapter 4.26, Seattle Municipal Code, employees must use all accrued vacation prior to beginning an unpaid leave of absence; provided, however, that if an employee is utilizing long term disability insurance, the employee shall have the option as to whether to utilize sick leave, compensatory time, or vacation time prior to being placed on an unpaid leave of absence.
- 9.13 The Chief of Police 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.

- 9.14 In the event that an employee becomes seriously ill or seriously injured while he/she is on vacation, and it can be established that the employee is incapacitated due to the illness or injury, the day or days that he/she is sick under these circumstances shall be carried as sick rather than vacation, and he/she will for all purposes be treated as though he/she were off solely for the reason of his/her illness or injury. Upon request of the Employer, the employee shall submit medical documentation of the illness or injury from the attending physician.
- 9.15 All requests for vacation time of 10 days or greater submitted by January 31 of each year shall be made in the order of departmental seniority and returned either approved or denied by February 14. All vacation requests made after January 31 of each year shall be honored on a first-come, first-served basis.

It is understood, however, that the Employer has the right to decide whether or not the department's operational needs can accommodate vacation time being taken in any case.

If an employee is transferred at the employee's request, the employee shall not be allowed to displace the vacation time previously selected by any other employees, regardless of the respective seniority of the employees. If the employee is transferred at the Department's behest, the Department will honor the vacation requests of all existing employees and the transferring employee.

ARTICLE 10 - PENSIONS

- 10.1 Pensions for employees and contributions to pension funds will be governed by the Washington State Statute in existence at the time.

ARTICLE 11 - MEDICAL COVERAGE

- 11.1 Medical coverage shall be provided in accordance with the laws of the State of Washington, RCW 41.20.120 and/or RCW 41.26.150.
- 11.2 For employees covered by this Agreement who were hired before October 1, 1977, and are covered by State Statute RCW 41.26, the City will provide a medical care program, as established by the City, for the dependents of eligible employees pursuant to Ordinance 102498, as amended.
- 11.3 For employees covered by this Agreement who are not covered by State Statute R.C.W. 41.26 or who are hired on or after October 1, 1977, and who are not entitled to medical coverage under State Statute R.C.W. 41.26, the City shall provide a medical care program, as established by the City, for eligible employees and their eligible dependents.
- 11.4 The City shall pay ninety-five percent (95%) of the self-insured Seattle Traditional and Seattle Preventive monthly cost for the medical care programs cited in Sections 11.2 and 11.3, and employees shall pay, through payroll deduction, the remaining five percent (5%) of the monthly cost.
- 11.5 The City shall provide information to the Guild by August 15, including claims experience and health care cost trends utilized by the City to actuarially determine the subsequent year's rates, together with the City's actuarially determined rates for the self-insured Seattle Traditional and Seattle Preventive plans available to bargaining unit members. (For example, for 2009, the City shall provide claims experience and cost trend information to the Guild by August 15, 2008.) The City shall utilize the same actuarial methodology in determining health care rates for each respective plan as was utilized by the City to establish the rates for each respective plan for 2005. If the Guild elects to challenge health care rates established by the City for the identified plans, it shall do so through the initiation of a grievance at Step 3 of the grievance procedure set forth at Appendix A of this Agreement by no later than September 30 of the calendar year preceding the rate change (e.g., September 30, 2008 for 2009 health care rates).
- 11.6 The City shall pay eightyninety-five percent (8095%) of the Kaiser Standard Plan's (formerly Group Health Cooperative) monthly premium, for the medical care programs cited in Sections 11.2 and 11.3, now funded by the City. Employees that subscribe to the Kaiser Standard Plan shall pay the remaining twentyfive percent (205%) of the monthly premium cost ~~through calendar year 2018. Effective January 1, 2019, the City shall increase its share of the monthly premium for the Kaiser Standard Plan to ninety-five percent (95%), with employees paying the remaining five (5%) percent.~~

The City will provide a vision care benefit under the Kaiser Plan. The City shall pay ~~eighty~~ninety-five percent (~~80~~95%) of the additional cost for providing ~~this benefit for the calendar years 2015 through 2018. Effective January 1, 2019, the City share shall increase to ninety-five percent (95%) of the monthly premium for~~ the vision care benefit under the Kaiser Standard Plan, with employees paying the remaining five percent (5%).

- 11.7 Employees may enroll in the Kaiser Deductible Plan that is offered to other City employees. The benefits of the plan are subject to change as determined by the City's Labor-Management Health Care Committee and employees shall be advised of such changes during the annual open enrollment period. For the calendar years ~~2015-2020~~2021-2023, during the term of this Agreement, the City shall pay ninety-five percent (95%) of the Kaiser Deductible Plan's monthly premium. Employees that subscribe to the Kaiser Deductible Plan shall pay the remaining five percent (5%) of the monthly premium cost for each calendar year during the term of this Agreement.
- 11.8 Except as otherwise provided in this Agreement, the Seattle Traditional and Seattle Preventive self-insured plan designs shall remain as they existed for the ~~2015~~2021 program year and shall remain unchanged during the term of this Agreement, except by mutual written agreement of the parties.
- 11.9 Retirees under the age of 65 (including those who separate and are eligible at the time of separation to receive a monthly LEOFF retirement benefit but elect to defer receiving the monthly benefit until a later date) shall be entitled to participate in the medical plans offered to active Guild members and the retiree medical plans available to other City employees. The costs of the plans shall be paid by these retirees. These retirees may elect to obtain coverage for their dependents at the time of retirement pursuant to the same eligibility requirements as may active members. The City will provide this option to these retirees with tiered-rates.

These retirees must select a particular medical option which will remain in effect until age 65. These retirees must elect coverage within thirty-one (31) days of their LEOFF retirement or the date their COBRA benefits expire or, if they are rehired by the City in a civilian capacity and they have no break in coverage under the medical plans offered to City employees, within thirty-one (31) days of their separation from City service. These retirees can enroll eligible family members who were enrolled on a City medical plan immediately prior to retirement. They can later remove dependents but cannot add any dependents after the initial enrollment period; provided that enrollment of a spouse or domestic partner may be delayed while the spouse or domestic partner is covered through their employer. When the spouse or domestic partner loses such coverage, they may enroll in the retiree plan within thirty-one (31) days of the loss of coverage upon providing proof of loss of coverage. If a retiree declines coverage during the applicable enrollment period, the retiree

and the retiree's spouse or domestic partner and dependents cannot enroll at a later date.

Any benefit changes to the plans for Guild members and other City employees who are active employees will automatically apply to the respective retiree plans.

- 11.10 The health care programs cited in Section 11.2 and Section 11.3 above do not have to remain exactly the same as the programs in effect upon the effective date of this Agreement but the medical benefits shall remain substantially the same. The City may, at its discretion, change the insurance carrier for any of the medical benefits covered above and provide an alternative plan through another carrier. However, any contemplated modification(s) to the medical benefits afforded under the existing health care program(s) or a change in carrier(s) shall first be discussed with the Guild. If a carrier is unable or unwilling to maintain a major benefit now covered under said plans, the parties to this Agreement shall enter immediate negotiations over selection of a new carrier and/or modification of the existing plan.
- 11.11 During the term of this Agreement, the Employer may eliminate the insurance carrier for any of the medical 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 benefits and is more cost effective. The Employer, at its discretion, may provide, and later discontinue if it deems appropriate, any other medical care options in addition to those cited in Sections 11.2, 11.3 and 11.5.
- 11.12 Changes In Health Care Plan Third-Party Administrators And/Or Provider Networks - During the term of the collective bargaining agreement and consistent with section 11.9 of the agreement, the City shall have the right to contract with and/or change one or more third party administrators for health care benefit plans, and to change provider networks, even though such a change may exclude the health care providers of some employees from coverage under the City's benefit plans, if benefits remain the same. The City shall provide SPOG with at least thirty (30) days written notice of any change of provider networks, and/or third-party administrators.
- 11.13 Employees who are catastrophically disabled as defined in the Jason McKissack Act will have access to the medical, dental and vision benefits as required by said Act and as outlined in the "Benefits Exception Approval Request" signed by the SDHR Director on May 10, 2012.

ARTICLE 12 - DENTAL CARE

- 12.1 Pursuant to Ordinance 100862, as amended, the City shall provide a dental care program, as established by the City, for eligible employees and their dependents.
- 12.2 The City shall pay one hundred percent (100%) of the monthly premium for the dental care program now funded by the City. The per person annual maximum benefit shall be ~~one thousand five hundred dollars (\$1,500). Beginning January 1, 2019, the per person annual maximum benefit shall be~~ two thousand five hundred dollars (\$2,500).
- 12.3 The Employer shall provide through its dental care plan orthodontic coverage for adults and dependents under the age of 19. This benefit shall provide 50% of the usual, customary and reasonable charges for orthodontic work, up to a maximum of ~~\$2,000~~\$3,000 in benefits for each eligible individual. ~~Beginning January 1, 2019, the maximum \$2,000 in benefits shall increase to \$3,000.~~ For example, if the orthodontic bill is \$1,400, the dental program will pay \$700.

ARTICLE 13 - SICK LEAVE AND LONG-TERM DISABILITY

- 13.1 Employees covered by this Agreement who are not covered by State Statute R.C.W. 41.26 shall receive sick leave benefits provided to other City employees under Ordinance 88522 as amended, and as provided in Section 13.4 below.
- 13.2 Employees covered by this Agreement hired on or after October 1, 1977, who are not entitled to disability leave under State Statute R.C.W. 41.26, shall be granted sick leave benefits as provided under Ordinance 88522, as amended and as provided in Section 13.4 below. Upon retirement or death or service-connected disability, twenty five percent (25%) of an employee's unused 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 the employee's retirement. Employees, who separate and are eligible at the time of separation to receive a monthly LEOFF retirement benefit and elect to defer receiving the monthly benefit until a later date, shall be entitled to the same sick leave cashout benefit as if they were receiving a LEOFF retirement benefit.
- 13.3 Under the terms of the parties Memorandum of Understanding, dated February 3, 1999, the City shall provide mandatory payroll deduction for the monthly premium costs of a disability insurance plan to be selected periodically and administered by the Guild.
- 13.4 Sick Leave Incentive - Effective September 1, 1986, employees covered by this Agreement, hired on or after October 1, 1977, who are not entitled to disability leave under State Statute R.C.W. 41.26, shall be eligible for the following sick leave incentive program:
- A. Employees who use no sick leave in a payroll year shall have sixteen (16) hours of additional sick leave credited to their account for the next year;
 - B. Employees who use two (2) days or less of sick leave in a payroll year shall have twelve (12) hours of additional sick leave credited to their account for the next year;
 - C. Employees who use four (4) days or less of sick leave in a payroll year shall have eight (8) hours of additional sick leave credited to their account for the next year.

Such incentive sick leave shall be subject to all rules, regulations and restrictions as normally earned sick leave, except as provided below.

- D. Incentive sick leave may be used only after all regular sick leave has been used.

- E. Incentive sick leave may not be cashed out or applied to the payment of health care premiums pursuant to Section 13.2 above.
- F. If an employee is absent from work due to an on-duty injury or illness or a leave of absence, for thirty (30) days or more, the amount of incentive sick leave that can be potentially earned will be proportionally reduced.
- G. To be eligible for incentive sick leave in a given payroll year, an employee must have been appointed to a rank covered by this Agreement prior to January 1st of said payroll year.
- H. Any sick leave benefits used by officers for any illness or injury covered by the State Industrial Insurance and Medical Aid Acts will (1) not be counted as sick leave used for purposes of computing whether an employee is entitled to the incentive provided herein; and (2) will first be subtracted from the separate balance of incentive sick leave existing under this Article before any deductions are made from the officer's regular sick leave account.

ARTICLE 14 GRIEVANCE PROCEDURE

- 14.1 Any dispute between the Employer and the Guild concerning the interpretation or claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. Such a dispute shall be processed in accordance with this Article. For purposes of processing, grievances will be categorized in two ways: "Discipline Grievances" and "Contract Grievances".

Discipline Grievances cover the challenge to a suspension, demotion, termination or transfer identified by the Employer as disciplinary in nature. Any grievance challenging such discipline shall be considered a Discipline Grievance, even though the grievance may involve other contractual issues as well. A Discipline Grievance will be initiated at Step 3 and may include additional related grievance(s) regarding an interpretation or claim of breach or violation of the terms of the Agreement, which may be added per Section 14.2 Step 4.

Contract Grievances cover all other grievances that do not fit in the definition of "Discipline grievance" including other types of discipline. A Contract Grievance will be initiated at Step 1 or as provided for in Section 14.3.

There shall be no change in the nature of any Contract Grievance after it is submitted at step 2 or above. Any disputes involving Public Safety Civil Service Commission Rules or Regulation shall not be subject to this Article unless covered by an express provision of this Agreement.

An employee covered by this Agreement must, upon initiating objections relating to actions subject to appeal through either the grievance procedure or pertinent Public Safety Civil Service appeal procedures, use either the grievance procedure contained herein or pertinent procedures regarding such appeals to the Public Safety Civil Service Commission. Under no circumstances may an employee use both the grievance procedure and Public Safety Civil Service Commission procedures relative to the same action. If there are dual filings with the grievance procedure and the Public Safety Civil Service Commission, the City will send a notice of such dual filings by certified mail to the employee(s) and the Guild. If both appeals are still pending after thirty (30) days from the receipt of such notice by the Guild, the appeal through the grievance shall be deemed withdrawn. The withdrawn grievance shall have no precedential value.

- 14.2 A grievance as defined in Section 14.1 of this Article shall be processed in accordance with the following procedure:

Step 1

Contract Grievance:

All Contract Grievances shall be submitted in writing generally describing the nature of the grievance by the aggrieved employee to his/her Lieutenant within thirty (30) calendar days of the day the employee knew or should have known of the alleged contract violation. The Lieutenant shall provide the City's answer to the grievance to the aggrieved employee and the Guild in writing within fifteen (15) calendar days after being notified of the grievance.

Discipline Grievance: this step does not apply.

Step 2

Contract Grievance:

If the Contract Grievance is not resolved pursuant to Step 1 above, the aggrieved employee may, if he/she still desires to pursue the grievance, submit the grievance in writing to the Guild. The grievance shall be reduced to written form by the Guild, stating the Section(s) of the Agreement allegedly violated and explaining the grievance in detail, including a description of the incident, the date the matter first came to the attention of the employee, the date the employee submitted the grievance to his/her Lieutenant, and the remedy sought. If it elects to do so the Guild shall submit the written grievance to the Chief of Police or his/her designee within fifteen (15) calendar days after the Step 1 answer is due, with a copy to the City Director of Labor Relations. The Chief of Police or his/her designee shall answer the grievance on behalf of the Department within fifteen (15) calendar days.

Discipline Grievance: this step does not apply.

Step 3

Contract Grievance:

If the Contract Grievance is not resolved pursuant to Step 2 above, it shall be reduced to writing in the same manner described in Section 2 and filed at Step 3. The Guild shall forward the Step 3 grievance to the City Director of Labor Relations with a copy to the Chief of Police within fifteen (15) calendar days after the Step 2 answer is due. The Director of Labor Relations or his/her designee shall investigate the grievance. Either the Director of Labor Relations or his/her designee, or the Guild may request a meeting between the appropriate parties to discuss the facts of the grievance and such a meeting shall occur within fifteen (15) calendar days from receipt of the Step 3 grievance. The Director of Labor Relations shall thereafter make a recommendation to the Chief of Police. The Chief of Police shall, within

fifteen (15) calendar days after receipt of the written grievance or the meeting between the parties, whichever is later, provide the Guild with his/her written decision on the grievance with a copy to the City Director of Labor Relations.

Discipline Grievance:

Discipline Grievances shall be submitted in writing by the Guild at Step 3 of the grievance process, within thirty (30) calendar days from the date of the final action by the City. Such a grievance may be general in nature and is not required to cite any contract violation other than lack of just cause; additional violations may be added pursuant to Step 4. The Guild shall forward the Step 3 grievance to the Department's Human Resources Director and the City Director of Labor Relations, with a copy to the Chief of Police. The Director of Labor Relations (or designee) shall investigate the grievance. Either the Director of Labor Relations, or the Guild may request a meeting between the appropriate parties to discuss the facts of the grievance and such a meeting shall occur within fifteen (15) calendar days from receipt of the Step 3 grievance. The Director of Labor Relations shall thereafter make a recommendation to the Chief of Police. The Chief of Police shall, within fifteen (15) calendar days after receipt of the written grievance or the meeting between the parties, whichever is later, provide the Guild with his/her written decision on the grievance with a copy to the Director of Human Resources.

Step 4

If the grievance is not settled at Step 3, the grievance may be referred to arbitration, to be conducted under the voluntary labor arbitration rules of the American Arbitration Association (AAA). Referral to arbitration by either party must be made within thirty (30) calendar days after the Step 3 response is due.

Contract Grievance:

Contract Grievances shall be accompanied by the following information:

1. Identification of the Section(s) of the Agreement allegedly violated.
2. Details or nature of the alleged violation.
3. Position of the party who is referring the grievance to arbitration.
4. Question(s) which the arbitrator is being asked to decide.
5. Remedy sought.

Discipline Grievance:

Discipline Grievances shall be accompanied by a copy of the information contained in the grievance submitted in the Step 3 notice. The arbitrator in a Discipline Grievance shall determine whether the Chief's disciplinary decision was for just cause and in compliance with this Agreement and, if not, what the remedy should be. In making determinations as to what the remedy shall be, the arbitrator will give deference to the Chief's judgment as to the appropriate disciplinary penalty so long as the disciplinary penalty is reasonable and consistent with just cause. In Discipline Grievances, if the Guild ultimately identifies other contract violations besides just cause, it shall notify the City no later than forty-five (45) days prior to the first day of the Discipline Grievance arbitration, unless the Guild has good cause to notify the City less than 45 days prior to the hearing. Such notification shall include a general explanation of the basis for the asserted Contract violation. Contract violations added at Step 4 as part of a Discipline Grievance proceed to arbitration with the Discipline Grievance.

Arbitration

An arbitration hearing shall generally be conducted within ninety (90) calendar days from the date the arbitrator provides potential dates to the parties, recognizing that the parties may extend the timeline to account for availability. Requests for an extension will not unreasonably be denied.

The Parties agree to abide by the award made in connection with any arbitrable difference.

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

- A. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- B. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Guild and union employees involved.
- C. For Contract Grievances the cost of the arbitrator shall be borne by the party that does not prevail. For Discipline Grievances, the cost of the arbitrator shall be split by the parties. Each party shall bear the cost of presenting its own case. However, with the exception of the subject employee in Discipline Grievances, any employee who attends a Discipline Grievance as a witness

during his/her off-duty time shall be compensated in accordance with Section 5.6 (Overtime Pay for Court Appearances) of this Agreement. In the event all the charges in the complaint are exonerated or unfounded, the subject employee will also be entitled to the overtime provision in Section 5.6.

- D. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.
- E. Any arbitrator selected under Step 4 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.
- F. Selection of Arbitrators. ~~The~~For all grievances governed by RCW 41.58.070, the arbitrator shall be assigned by PERC according to the statutory procedures. For all other grievances, the arbitrator shall be selected from a permanent panel of arbitrators created in the following manner. The parties will each submit a list of ten (10) acceptable arbitrators. The arbitrators submitted by each party shall be on either the AAA and/or the Federal Mediation and Conciliation Service (FMCS) panels of Pacific Northwest Arbitrators and will charge for travel only within Washington/Oregon. Any name on both the Guild and City lists is automatically on the panel. Each party will then have the opportunity to strike two names from the remaining names on the list of the other party. The parties will then randomize the list through an agreed upon methodology. Absent agreement on a methodology, names shall be randomized by the PERC (the "List"). The List will be used by the parties for arbitrator selection for the duration of the Agreement. Selection of an arbitrator will operate as follows:
 - 1. The parties will alternate who goes first, starting with the Guild going first in the first arbitration conducted under this Agreement.
 - 2. The party going first will have the option to strike or accept the top name on the List. The other party then will have the option to strike or accept the top name on the List. After each party has gone, the top name on the List will be the arbitrator that hears the grievance. Any arbitrator struck by a party, or selected to hear a case, shall rotate to the bottom of the list.
 - 3. The parties will continue sequentially down the List for all future arbitrations.
 - 4. The List will remain in effect until a new collective bargaining

agreement is reached, at which time the parties will go through the above process and update the List, thereby ensuring that there will be a sufficient number of labor arbitrators to resolve disputes. The List will be appended to the 2015 - 2020 collective bargaining agreement. In the event either party seeks to modify the selection process in negotiations for the 2021 bargaining agreement, and the parties are unable to agree, the status quo doctrine will be inapplicable to resolution of this issue in interest arbitration.

- 14.3 The Guild may file a Contract Grievance at the step appropriate to the status of the decision maker whose action was the basis of the grievance, but in no event shall the grievance be filed at a step higher than Step 3.
- 14.4 The time limits for processing a grievance stipulated in 14.2 of this Article may be extended for stated periods of time by mutual written agreement between the Employer and the Guild, and the parties to this Agreement may likewise, by mutual written agreement, waive any step or steps of Section 14.2.
- 14.5 If the City fails to comply with any time limitation of the procedure in this Article pertaining to a Contract Grievance, the matter will be settled in favor of the Guild's last requested remedy. If the aggrieved/Guild fails to comply with any time limitation of the procedure in this Article pertaining to a Contract Grievance, the grievance is withdrawn and the City's position sustained. If the Guild fails to file a Discipline Grievance within the time limit specified in Step 3, the City's position is sustained. While forfeiture under this clause will finally resolve the matter in dispute, it will not establish a precedent between the parties. If the City does not timely respond at Step 3 of a Discipline Grievance, the Discipline Grievance automatically advances to Step 4.
- 14.6 Grievance settlements shall not be made retroactive beyond the date when the Guild knew or should have known of the existence of the grievance. Diligence in filing the grievance shall be relevant to the issue of the retroactivity of the arbitrator's award.
- 14.7 A grievance decision at any step of the procedure in Section 14.2 of this Article shall not set a precedent, with the exception of Step 4. A decision at Step 1 shall be subject to reversal by the Employer within fifteen (15) days of the date a Bureau Chief or the Chief of Police knew or should have known of the Step 1 decision. In the event a decision is set aside as described in this Section, the ensuing grievance time limits shall become operative when the Guild is notified of the reversal.
- 14.8 Employees covered by this Agreement will follow all written and verbal directives which are alleged to be in conflict with the provisions of this Agreement. Disputes concerning conflicts between directives and the contract may subsequently be addressed through the grievance procedure.

- 14.9 As an alternative to answering the Step 3 Contract Grievance or conducting an investigation or meeting at Step 3, the Director of Labor Relations after consultation with the Chief of Police may, in writing, refer the Contract Grievance back to the Guild. The Guild may then initiate Step 4 of this procedure within the time frames specified therein.
- 14.10 The parties may, by mutual agreement, submit any grievance for mediation prior to, during, or in lieu of the arbitration process.
- 14.11 The hearing before the arbitrator shall be recorded. If a transcript is requested by either party, that party shall bear the costs of producing the transcript for the arbitrator unless both parties wish to have a copy, in which case the costs of the transcription shall be evenly split by the parties. If neither party wishes that a transcript be prepared, but the arbitrator does, the parties shall evenly split the cost of the preparation of a transcript.

ARTICLE 15 - MANAGEMENT RIGHTS

- 15.1 The Guild recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

Among such rights is the determination of the methods, processes and means of providing police service, including the increase, or diminution, or change of operations, or police equipment, in whole or in part, including the introduction of any and all new, improved, automated methods of equipment, the assignment of employees to specific jobs, the determination of job content and/or job duties and the combination or consolidation of jobs; provided, however, in exercise of such rights, it is not intended any other provision of this contract providing a specific benefit or perquisite to the police officer shall be changed, modified, or otherwise affected, without concurrence of the Guild. In establishing and/or revising performance standards, the Employer shall, prior to final formalization and effectuation, place them on an agenda of the Joint Labor-Management Committee for consideration and discussion, and shall give the Guild sufficient time and opportunity to study them and consult its members thereon.

- 15.2 Subject to the provisions of this Agreement, the Employer has the right to schedule work as required in a manner most advantageous to the department and consistent with requirements of municipal employment and the public safety.
- 15.3 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.
- 15.4 Subject to the provisions of this Agreement, the Employer reserves the right:
- A. To recruit, hire, assign, transfer or promote members to positions within the department;
 - B. To suspend, demote, discharge, or take other disciplinary action against members, other than probationary employees, for just cause, and to suspend, discharge or take other disciplinary action against probationary employees consistent with the rules of the Public Safety Civil Service Commission;
 - C. To determine methods, means, and personnel necessary for departmental operations;
 - D. To control the departmental budget;
 - E. To determine reasonable rules relating to acceptable employee conduct. Rules restricting the lawful off-duty conduct of employees shall be authorized

by this Agreement or concern behavior which brings discredit to the employee in his/her capacity as a police officer, the Department or the City, or must otherwise be duty-related. Nothing herein shall allow the Employer the right to unreasonably restrict constitutionally protected activity by officers;

- F. To take whatever actions are necessary in emergencies in order to assure the proper functioning of the department; and
 - G. To manage and operate its Departments except as may be limited by provisions of this Agreement.
- 15.5 The Chief of Police reserves the right to supplement the scheduled police staffing of special events with non-sworn volunteers. Nothing herein shall grant the City the right to expand the existing reserve program. "Supplement" in this context is defined as the utilization of non-sworn, unpaid civilian volunteers in positions that do not require (1) arrest power or authority; (2) use of force; (3) issuance of citations; (4) specialized police equipment other than that needed for communication; (5) immediate protection of life or property; (6) investigation of crime; or (7) taking of a police incident report. In all instances, volunteers would only be utilized in pre-planned community events where there was no event history or current information to substantiate a significant risk to persons or property, or a need for extraordinary police enforcement activity.

ARTICLE 16 - PERFORMANCE OF DUTY

- 16.1 Nothing in this Agreement shall be construed to give an employee the right to strike, and no employee shall strike or refuse to perform his/her assigned duties to the best of his/her ability during the term of this Agreement. The Guild agrees that it will not condone or cause any strike, slowdown, mass sick call or any other form of work stoppage or interference to the normal operation of the Seattle Police Department during the term of this Agreement.
- 16.2 Neither an employee nor the City will ask for or volunteer to waive any provisions of this contract, unless such waiver is mutually agreed upon by the Police Guild and the City.

ARTICLE 17 - RETENTION OF BENEFITS

- 17.1 Except as otherwise stated in this Agreement, the Employer agrees that in placing the terms of this Agreement into effect it will not proceed to cancel benefits or privileges generally prevailing for employees with knowledge of the Police Chief even though such benefits or privileges are not itemized in this Agreement.

ARTICLE 18 - SUBORDINATION OF AGREEMENT

- 18.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable Federal Law 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 and State Law are paramount and shall prevail.
- 18.2 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 19 - SAVINGS CLAUSE

- 19.1 If any Article of this Agreement or any Addendum hereto 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 Addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE 20 - ENTIRE AGREEMENT

- 20.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.
- 20.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, the Employer and the Guild for the duration of this Agreement, each voluntarily and unqualifiedly, agree to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to or covered in this Agreement.

ARTICLE 21 - DURATION OF AGREEMENT

- 21.1 Except as expressly provided herein, this Agreement shall become effective upon signing by both parties, and shall remain in effect through December 31, ~~2020~~2023. Written notice of intent to amend or terminate this Agreement must be served by the requesting party upon the other party at least five (5) months prior to the submission of the City Budget in the calendar year ~~2020~~2023 (as stipulated in R.C.W. 41.56.440).
- 21.2 Any contract changes desired by either party must be included in the written notice of intent to amend or terminate this Agreement described in Section 21.1 above or at the first negotiations session between the parties, and any modifications requested at a later date shall not be subject to negotiations unless mutually agreed upon by both parties in writing.
- 21.3 Either party may reopen this Agreement for the purpose of negotiating any mandatory subjects that may be associated with changes to the content and format of promotional examinations. This reopener may be exercised only if the issue is first discussed at the JLMC and the parties have been unable to reach agreement on the issue during JLMC discussions.
- 21.4 The City may re-open negotiations regarding patrol shift schedules. Should the City request such a re-opener, the parties agree the matters to be bargained shall include supervision, wages, and benefits.
- 21.5 For the duration of this Agreement, the City may reopen this Agreement on the issue of Secondary Employment. In the event the City does re-open, the Guild may re-open the Agreement on any economic issue that is directly related to and impacted by the change in Secondary Employment.
- 21.6 For the duration of this Agreement, the Guild agrees that the City may open negotiations associated with any changes to mandatory subjects related to the Gender/Race Workforce Equity efforts.
- 21.7 Re-Openers. The parties have agreed to re-open the Agreement on some topics. Each party recognizes the right of the other to establish its own internal process for review and approval of any tentative agreement reached during re-opener bargaining. Any such internal process will be disclosed to the other party.

Signed this _____ day of _____ ~~2018~~2024.

SEATTLE POLICE OFFICERS' GUILD

THE CITY OF SEATTLE
Executed under the Authority
of Ordinance _____.

President

Mayor

Vice President

Secretary/Treasurer

APPENDIX A - BODY WORN VIDEO

Effective the date of the City's adoption of the Body Worn Video policy in the SPD Manual (July 19, 2017), the parties agree as follows:

1. Employees may review their own recorded video except in instances of FIT investigations. The FIT manual outlines when employees may view video in those cases (for purposes of this CBA, "Type III force case"). See SPD Manual 16.090-POL-2.
2. The parties recognize that the inability to review video can impact reporting accuracy. They further recognize the likelihood that there may be differences and discrepancies between an employee's statement/interview and the video where the employee was prohibited from watching the video. The referenced protocol is intended to capture a "perceptual statement" untainted by the review of any external evidence. Differences between perception and other sources such as video may be due, among other things, to the limits of human perception and memory (e.g. – selective focus, influence of adrenaline, fight or flight response, tunnel vision) and expanded capacity of video sources (e.g. – wider field of vision and consistent focal range). As such, the parties agree that in disciplinary cases and appeals where the employee was not permitted to review video, the decision-maker should not automatically provide a video recording with greater evidentiary value than an employee's statement. The City has recognized that there are inherent limitations as to (i) what the human brain can attend to and cognitively integrate into memory; (ii) what ultimately solidifies into memory is only a fraction of all sensory inputs received; (iii) factors or events that may be perceivable at a scene and relevant to the subject report may not have solidified into memory at the time a report is drafted; and (iv) given that officers' reports and statements are written after an incident has resolved, away from the scene, and based on the recall ability of the officer at the time they are writing the report, an officer may not be able to recall at the time they are writing the report all information they in fact perceived that may be salient to the incident. The City recognizes that due to its prohibition of watching the video, the potential for accuracy of the statement/interview may be diminished. An officer may not receive any discipline for any allegation of wrongdoing based upon a difference or discrepancy between the officer's statement/interview prior to watching video evidence and any other evidence unless the City can prove that the employee knew the information was discrepant and provided the discrepant information with an intent to deceive the City.

APPENDIX B - FALSE ARREST

- B.1 The City acknowledges its obligations pursuant to SMC Chapter 4.64 to provide defense and indemnity to employees in accordance with the terms set forth in the SMC and the current practice as of June 1, 2018 on all mandatory subjects of bargaining related to providing defense and indemnity to employees.

APPENDIX C - EQUIPMENT REQUIRED

C.1 Firearms

- A. The Department policy on firearms applies to members of the bargaining unit. While on duty, officers shall be armed with those weapons approved by the Department.
- B. Upon service retirement from the Seattle Police Department, an employee may purchase from the Department, at market value, the service weapon he or she had been issued.
- C. An employee whose request to purchase a service weapon is denied shall have the right to appeal the denial to the Chief of Police or designee, whose decision shall be final and binding.

C.2 Ammunition

- A. Officers covered by this Agreement shall be provided with ammunition appropriate to their weapon and consistent with Department policy which will be of the best possible quality available for Police purposes. Employees shall, upon request, be issued two (2) months of their twelve (12)-month allotment of practice ammunition during any sixty (60)-day period, and shall use all practice ammunition at the range and return the brass to the range office at the conclusion of the practice. The Commander of Training has the discretion to issue employees additional practice ammunition.

- C.3 Vests - The Department shall, consistent with its policy, provide the employee with body armor of threat level II or IIIA. Newly-hired employees shall have the option of being provided a voucher in the amount of the Department's cost for the current Department-issued body armor. Exceptions to the requirement that the vest be threat level II or IIIA shall be handled according to Department policy. Vests shall be replaced whenever they are defective, but in no case longer than eight (8) years from their original purchase.

APPENDIX D - CIVILIANS IN THE OFFICE OF POLICE ACCOUNTABILITY

The parties agree as follows:

1. ~~Unless otherwise agreed, at~~ At any time after the date of signing, the City may ~~replace up to two (2) sworn~~ supplement the existing investigator positions ~~(Sergeant positions currently filled by Sergeants or Acting Sergeants)~~ with up to two (2) additional civilian investigators, for a total of up to four (4) civilian investigators.
2. Any case that reasonably could lead to termination will have a sworn investigator assigned to the case.
3. Once the civilian investigators of OPA have been trained, the intake work for civilian initiated complaints will primarily be performed by civilian investigators. Sergeants may be assigned to fill-in or back-up a civilian investigator engaged in intake duties for civilian initiated complaints. All other intake and all investigations will be performed by both Sergeants and the civilian investigators (collectively the "Investigators"). It is agreed that while OPA civilian administrative personnel will not conduct investigations or intake duties, they will have responsibility for providing routine administrative support to the Investigators. Examples of duties that are considered administrative support are creating the IA-Pro file, adding documents to the file as directed by Investigators, and preparing routine response communications for Investigators such as a file closing letter. Examples of duties that are considered intake, and not administrative support, are conducting interviews, analyzing video, determining relevancy, determining policy violations, and drafting any non-routine communications.
4. The civilianization of OPA shall not result in the reduction of Sergeant FTE's in the Department. The FTE for any Sergeant position removed from OPA shall be transferred to another position in the Department.
5. ~~In determining the order of transfer out of OPA, the initial transfer will consist of any Acting Sergeant(s) filling a position in OPA. Thereafter, the order will initially be determined by volunteers. In the event there are more volunteers than needed, the most senior (most time in OPA) volunteer(s) will be transferred. Thereafter, transfers will be in the order of inverse seniority, and the provisions of the Agreement to any involuntary transfer shall apply.~~
6. 5. Acting Sergeants currently on the Sergeant promotional roster may serve in OPA to fill a temporary vacancy limited to three (3) months. While at OPA, Acting Sergeants shall only perform intake duties and may be paired with a Sergeant to assist in investigations.

APPENDIX E - ACCOUNTABILITY LEGISLATION

The parties have successfully completed bargaining over the Seattle Municipal Code (SMC) changes contained in the Accountability Ordinance, which were contained in Council Bill #118969. Those SMC changes are referred to as the “Ordinance” in this Agreement. The results of the bargaining are incorporated into the Collective Bargaining Agreement including this Appendix (also referred to as the “Agreement” or “CBA”) between the parties. Recognizing the importance of proceeding with implementation of the Ordinance, and the need to protect the interests of both the Guild and the City, the parties hereby agree as follows:

1. The City may implement the Ordinance, consistent with the terms of the CBA including this Appendix.
2. The parties understand the importance of police accountability to the residents of Seattle. Over the years, the Guild has been a partner in accountability reforms, including the original establishment of the Office of Professional Accountability with a civilian director. The City recognizes the importance of this partnership. Consistent with the evolution of accountability in Seattle, the parties also recognize that policing in the 21st Century is dynamic and requires vigilance in order to ensure the processes and practices meet the needs of the public, the City, and the Guild. Since policing is an evolving process, and the Guild cannot be expected to agree with yet to be developed changes to mandatory subjects of bargaining, the parties hereby agree as follows:
 - A) Numerous sections of the Ordinance require the evaluation, recommendation, revision and/or development of policies, processes, standards, and practices. For example, some of these requirements are specifically identified (e.g. – take home cars and secondary employment in SMC 3.29.430, policies related to continuous improvement in 3.29.410, etc.) and others are part of the duties given to the parties (e.g. OPA Director shall strengthen the effectiveness of OPA investigations 3.29.120). To the extent any such requirements result in a proposed change to a mandatory subject of bargaining under RCW 41.56, the City agrees that by entering into this Appendix, SPOG is not waiving the right to bargain over the decision and/or effects of any such change.
 - B) For purposes of RCW 41.56 bargaining, the City will not assert i) that the parties’ agreement on the Ordinance satisfies the obligation of the City to give notice to SPOG regarding any as yet-to-be developed changes, and as such the Ordinance is not a waiver of bargaining rights related to such matters; and ii) a business necessity defense where the basis for the necessity is the Ordinance.
 - C) The parties also recognize that the City will monitor the progress made in the

creation of these improvements and may decide to consider revisions in the Ordinance. For purposes of RCW 41.56 bargaining, SPOG will not assert that by entering into this Appendix the City is prohibited from seeking further improvements in accountability.

3. In the event there is a conflict between the language of the Ordinance and the language of the CBA or the explanations and modifications in this Appendix, the language of the CBA or this Appendix shall prevail.
4. Disclosure of SPOG Names. It is understood that any report (which includes reviews/audits) prepared by the OPA, OIG, or CPC pursuant to the Ordinance will not identify a SPOG named employee, investigator, Guild representative or witness by name (or other unique identifier such as employee number or badge number). No SPOG employee will be identified by name (or other identifier) on any website required by the Ordinance. While nothing in this section 2 prohibits OPA from using the names of employees in documents prepared as part of an OPA investigation, such documents shall otherwise be subject to the provisions of this section, as well as Sections 5 and 6 below.
5. Public Disclosure Requests. The Guild understands there will be times when the City is required by law to produce records that have the name or other unique identifier of a SPOG employee. The City agrees that the release of a name or unique identifier that is required by public disclosure law only will be done if the information is requested pursuant to a specific public disclosure request and shall only be released as part of the response to that request.
6. Websites. Some provisions of the Ordinance require creation of publicly searchable websites/databases. SPOG employee names or other individual unique identifiers will not be included in the searchable public websites/database created pursuant to the Ordinance.
7. Just Cause. The parties recognize the principle of just cause, as provided for in the Agreement. The City confirms that any discipline of a bargaining unit employee requires just cause, and references in the Ordinance to performance expectations for SPOG employees will be as provided for in the SPD Manual.
8. Rapid Adjudication and Mediation. The parties have included both Rapid Adjudication and Mediation in the Agreement. The City agrees that these programs as set forth in the Agreement meet the goals of the Ordinance.
9. Civilianization. In the event the Chief believes that a body of work should be converted from sworn to civilians, other than as provided for in the Agreement, the City agrees that the proposal for these additional positions and/or additional work will be bargained under RCW 41.56 prior to the position(s)/work being civilianized.

10. Garrity. Without limiting other potential situations where Garrity could/would apply, the City agrees that in implementing the Ordinance it will comply with Garrity whenever it seeks to compel testimony during an OPA interview.
11. Commentary on Open Discipline Cases. The City agrees that no reports created pursuant to the Ordinance will be issued that provide substantive commentary about a specific disciplinary decision while the decision is on appeal.
12. The parties have also reached the following understandings on specific sections of the Ordinance. For ease of reference, the relevant language from the section is included below, followed by the agreement of the parties in italics.

3.29.010 (B) Purpose – Enhancing and sustaining effective police oversight

B. "...Office of Police Accountability (OPA) to help ensure the actions of SPD employees are constitutional and in compliance with federal, state, local laws, and with City and SPD policies, and to promote respectful and effective policing, by initiating, receiving, classifying, investigating, and making findings related to complaints of misconduct..."

The parties agree that the reference to "making findings related to complaints of misconduct" is not intended to change the existing process under which OPA recommends findings to the Chief, who is the final decision maker concerning discipline.

3.29.100 (G) Office of Police Accountability established – Functions and authority

G. OPA's jurisdiction shall include all types of possible misconduct. In complaints alleging criminal misconduct, OPA shall have the responsibility to coordinate investigations with criminal investigators external to OPA and prosecutors on a case-by-case basis to ensure that the most effective, thorough, and rigorous criminal and administrative investigations are conducted.

The City agrees that the intent of the Ordinance is that OPA will not itself conduct criminal investigations, but rather that the OPA will have responsibility to coordinate its investigations with criminal investigators and/or prosecutors from the City or other jurisdictions

3.29.105 (C) Office of Police Accountability – Independence

C. Only the OPA Director or the OPA Director's designee shall comment publicly on the specifics of any ongoing OPA investigation.

This section provides that only the OPA Director (or designee) may comment publicly on the specifics of an ongoing OPA investigation. The intent is to limit the public release of substantive details concerning the status of an OPA investigation. As such, communication concerning the status of an OPA investigation will be limited to the OPA Director (or designee). This section is not intended to prevent the Chief (or designee) from commenting publicly about SPD's involvement in the incident itself. Nothing in this section restricts a SPOG representative from commenting on the status of an ongoing investigation, so long as the representative makes it clear that the information is given on behalf of SPOG, and not the City or the Department.

3.29.120 (B) Office of Police Accountability Director – Authority and responsibility

B. Hire, supervise, and discharge OPA civilian staff, and supervise and transfer out of OPA any sworn staff assigned to OPA. OPA staff shall collectively have the requisite credentials, skills, and abilities to fulfill the duties and obligations of OPA set forth in this Chapter 3.29.

3.29.120 (E) Office of Police Accountability Director – Authority and responsibility

E. Ensure OPA policies and practices are detailed in, and in compliance with, the OPA Manual, which shall be updated at least annually. Such updates shall be done in accordance with a process established by the OPA Director that provides for consultation and input by OIG and CPC prior to final adoption of any updates.

3.29.140 (E) Office of Police Accountability – Staffing

E. The OPA Director and the Chief shall collaborate with the goal that the rotations of sworn staff into and out of OPA are done in such a way as to maintain continuity and expertise, professionalism, orderly case management, and the operational effectiveness of both OPA and SPD, pursuant to subsection 3.29.430.G.

3.29.430 (G) Recruitment, hiring, assignments, promotions, and training

G. The Chief shall collaborate with the OPA Director with the goal that sworn staff assigned to OPA have requisite skills and abilities and with the goal that the rotations of sworn staff into and out of OPA are done in such a way as to maintain OPA's operational effectiveness. To fill such a sworn staff vacancy, the Chief and the OPA Director should solicit volunteers to be assigned to OPA for two-year periods. If there are no volunteers or the OPA Director does not select from those who volunteer, the Chief shall provide the OPA Director with a list of ten acting sergeants or sergeants from which the OPA Director may select OPA personnel to fill intake and investigator positions. Should the OPA Director initially decline to select personnel from this list, the Chief shall provide the OPA Director with a second list of ten additional acting sergeants or sergeants for consideration. If a

second list is provided, the OPA Director may select personnel from either list, or from among volunteers.

The City confirms that all transfers in or out of OPA of bargaining unit members will be done in compliance with the CBA.

3.29.125 (E) Office of Police Accountability – Classifications and investigations

E. When necessary, the OPA Director may issue a subpoena at any stage in an investigation if evidence or testimony material to the investigation is not provided to OPA voluntarily, in order to compel witnesses to produce such evidence or testimony. If the subpoenaed individual or entity does not respond to the request in a timely manner, the OPA Director may ask for the assistance of the City Attorney to pursue enforcement of the subpoena through a court of competent jurisdiction.

3.29.240 (K) Office of Inspector General for Public Safety – Inspector General – Authority and responsibility

K. Issue a subpoena if evidence or testimony necessary to perform the duties of OIG set forth in this Chapter 3.29 is not provided voluntarily, in order to compel witnesses to produce such evidence or testimony. If the subpoenaed individual or entity does not respond to the request in a timely manner, the Inspector General may ask for the assistance of the City Attorney to pursue enforcement of the subpoena through a court of competent jurisdiction.

3.29.125 E and 3.29.240 K – The City agrees that these sections of the Ordinance will not be implemented at this time with regard to bargaining unit employees and their family members, and third party subpoenas seeking personal records of such employees and their family members. After the City further reviews questions raised concerning the authority and potential need for OPA and the OIG to issue such subpoenas, the City may re-open the Agreement for the purpose of bargaining over these sections of the Ordinance and the parties will complete bargaining prior to the OIG or OPA issuing subpoenas to bargaining unit employees and their family members, or a third party subpoena seeking the personal records of such employees and their family members.

3.29.125 (F) Office of Police Accountability – Classifications and investigations

F. Every OPA investigation shall have an investigation plan approved by the OPA Director or the OPA Director's designee prior to the initiation of an investigation. OPA investigation plans shall include the prioritization of the investigation within OPA's ongoing body of work, the witnesses to be interviewed, the perishable evidence to be prioritized, other material evidence to be obtained,

and the approach to addressing each allegation of possible policy violation or misconduct. If OPA is unable to investigate an allegation in the manner the OPA Director believes appropriate due to resource constraints in light of other investigation priorities, the investigation plan and case file should indicate that this intentional decision is being made regarding allocation of investigative resources.

The investigation plan shall be produced to the Guild after completion of the investigation and prior to the due process hearing.

3.29.125 (G) Office of Police Accountability – Classifications and investigations

G. In cases where a Sustained finding has been recommended by the OPA Director and hearing from the complainant would help the Chief better understand the significance of the concern or weigh issues of credibility, the OPA Director may recommend that the Chief meet with the complainant prior to the Chief making final findings and disciplinary decisions.

In the event the Chief meets with a complainant as provided in this section, notes will be taken at the meeting, and a copy of those notes will be made available to the Guild.

3.29.125 (H) Office of Police Accountability – Classifications and investigations

H. Consistent with subsection 3.29.240.D, the OPA Director shall establish in the OPA Manual a protocol for referral to OIG for classification and appropriate complaint-handling, such as Supervisor Action, investigation, or alternative resolution, any complaints involving OPA staff that cannot be handled within OPA due to a potential conflict of interest.

In the event the OIG conducts an investigation of a SPOG bargaining unit member assigned to OPA in order to avoid a conflict of interest, the procedures and protections provided for in the CBA will apply. In the event of such an investigation, the review and certification process normally performed by the OIG will be performed by the Seattle City Auditor.

3.29.130 (C) and (D) Office of Police Accountability – Classification and investigation timelines

C. SPD employees shall timely refer incidents involving possible policy violations and misconduct to OPA. Members of any SPD unit or board with authority to conduct administrative investigations or review compliance with policy also have a responsibility for ensuring complete and timely referral to OPA of any incident they review that involves such potential misconduct or policy violation.

D. If an SPD employee fails to timely refer a complaint to OPA the failure to refer shall also constitute misconduct subject to complaint and investigation, and

discipline under this Chapter 3.29 and the authority of the Chief. OPA shall initiate a complaint and investigation of such failure to timely refer.

3.29.400 (A) Reporting of potential misconduct and police accountability issues

A. SPD shall establish and maintain clear written policies requiring that significant matters coming to SPD's attention that involve potential police misconduct or policy violations are documented and forwarded in a timely manner to OPA, including cases originating from outside sources and from all SPD units or boards with authority to review compliance with policy or to conduct administrative investigative processes.

These sections of the Ordinance deal with the responsibility of employees to report to the OPA "possible policy violations and misconduct" and "potential misconduct or policy violations." Section 5.002 of the Seattle Police Department Manual, applicable to bargaining unit members, is titled "Responsibilities of Employees Concerning Alleged Policy Violations." This section of the Manual has been approved by the Monitor and the Court overseeing the DOJ Settlement Agreement. As stated in Section 5.002.5(a), "(A)ll allegations of serious policy violations will be referred to OPA for investigation." Conversely, "minor policy violations," defined as those that do not rise to the level of serious, are to be investigated by the Chain of Command. In order to avoid any conflict or doubt, it is agreed that the obligations provided for in these sections of the Ordinance will be interpreted in a manner consistent with Section 5.002 of the Manual.

3.29.130 (I) Office of Police Accountability – Classification and investigation timelines

I. To ensure the integrity and thoroughness of investigations, and the appropriateness of disciplinary decisions, if at any point during an OPA investigation the named employee or the named employee's bargaining representative becomes aware of any witness or evidence that the named employee or the employee's bargaining representative believes to be material, they shall disclose it as soon as is practicable to OPA, or shall otherwise be foreclosed from raising it later in a due process hearing, grievance, or appeal. Information not disclosed prior to a due process hearing, grievance, or appeal shall not be allowed into the record after the OPA investigation has concluded if it was known to the named employee or the named employee's bargaining representative during the OPA investigation, and if OPA offered the employee an opportunity to discuss any additional information and suggest any additional witnesses during the course of the employee's OPA interview.

The City agrees that this section will not be implemented during the term of this Agreement (including any holdover period). Instead, the parties will implement the following provisions. This agreement does not in any way change or impact the

application of any evidentiary standards applicable in grievance arbitration. In the interest of the Chief receiving relevant information prior to making a disciplinary decision, the parties have agreed that in the event new material evidence is presented to the Chief at a due process hearing, the Chief may return the matter to OPA, and the 180-day period will be extended to allow the OPA to investigate the new evidence and provide it to the Chief (see Article 3.5F) of the Agreement). Additionally, in order to minimize the likelihood that either party is unduly surprised at an appeal hearing, the parties agree that fifteen days prior to a discipline appeal hearing, each party will disclose any experts not previously used in the due process hearing or the grievance procedure.

3.29.145 (E) Office of Police Accountability – Reporting

E. Each year in June and December, OPA shall provide to OIG status reports regarding (a) all OPA cases that were referred by OPA for possible criminal investigations during the previous six months and (b) all OPA cases that were referred by OPA for possible criminal investigations in earlier periods and for which investigations remained open at any time during the current reporting period. These status reports shall include the nature of the criminal allegation, the case number, the named employees, the date of complaint, the timeliness of the criminal investigation, and the current status of the case.

The parties recognize that these are internal reports containing information about ongoing criminal investigations, and that it is necessary to include the named employee in the communication between OPA and OIG. If any of these reports are requested under the PRA or will otherwise be publicly released, references to a named employee will be redacted whenever permissible by law.

3.29.240 (C) Office of Inspector General for Public Safety – Inspector General – Authority and responsibility

C. Review OPA and SPD handling of allegations of misconduct, including directing audits and reviews of OPA classifications and investigations, directing any additional OPA investigation, and making certification determinations on OPA investigations.

The parties recognize that the OIG will have full and unfettered access to the operations of the Department. As an independent entity, the OIG is not part of the Department's Chain of Command. In any case when the OIG directs the OPA to conduct additional investigation, the additional investigation that OIG requests shall be documented in writing, and be included in the investigative file.

3.29.250 (A) Office of Inspector General for Public Safety – Review of OPA classifications

A. OIG shall conduct audits of random samples of classifications of all

misconduct complaints from the prior quarter to validate that OPA classifications were appropriately assigned for OPA investigation, Supervisor Action, or an alternative resolution, and that allegations and employees associated with the complaints were properly identified.

While OIG may audit, review and comment upon classifications, the classification will be issued by OPA, except when an investigation is conducted by OIG pursuant to SMC 3.29.125 (H).

3.29.300 (E) Community Police Commission established – Functions and authority

E. Identify and advocate for reforms to state laws that will enhance public trust and confidence in policing and the criminal justice system. Such advocacy may include, but is not limited to, reforms related to the referral of certain criminal cases to independent prosecutorial authorities, officer de-certification, pension benefits for employees who do not separate from SPD “in good standing,” and the standards for arbitrators to override termination decisions by the Chief.

While the Guild recognizes the right of the CPC to engage in advocacy, the Guild is concerned that inclusion of the examples in this section of the Ordinance could be perceived as support by the Guild for these examples. Recognizing the need to get the Ordinance in place, the City agrees it will remove the second sentence from the Ordinance. In so doing, the City reaffirms its support of CPC's authority to identify and advocate for reforms to state laws that will enhance public trust and confidence in policing and the criminal justice system, as explicitly provided for in the first sentence of this section of the Ordinance, which will remain in place as written.

The Guild and the City further confirm that nothing in their agreement on this issue is intended to restrict or limit CPC advocacy.

3.29.350 (A-C) Community Police Commission – Appointment, removal, and compensation

A. CPC shall consist of 21 Commissioners, appointed and reappointed as set forth in this Chapter 3.29. The Mayor shall select seven Commissioners, the Council shall select seven Commissioners, and CPC shall select seven Commissioners, including the public defense representative, the civil liberties law representative, and the SPOG and SPMA representatives.

B. Each appointing authority shall provide a process that allows individuals to apply and be considered for appointment and shall ensure appointees meet the qualifications outlined in Section 3.29.340 and ensure the collective membership of CPC meets the requirements of subsection 3.29.360.B. The appointing authorities shall consult with one another prior to making their respective

appointments and reappointments. All Commissioners appointed or reappointed by the Mayor or CPC shall be confirmed by a majority vote of the full Council and shall assume office upon receiving Council confirmation; Commissioners appointed or reappointed by the Council shall assume office upon appointment or reappointment.

C. Commissioners in position numbers 1, 4, 7, 10, 13, 16, and 19 shall be appointed, and where applicable, reappointed by the Mayor. Commissioners in position numbers 2, 5, 8, 11, 14, 17, and 20 shall be appointed, and where applicable, reappointed by the Council. Commissioners in position numbers 3, 6, 9, 12, 15, 18, and 21 shall be appointed, and where applicable, reappointed by CPC. Position number 3 shall be designated for the public defense representative; position number 6 shall be designated for the civil liberties law representative; position number 15 shall be designated for the SPOG representative; and position number 18 shall be designated for the SPMA representative.

The City agrees that appointment of a SPOG representative to the C P C must be selected from a list of three (3) names provided by SPOG to the CPC.

3.29.400 (I) Reporting of potential misconduct and police accountability issues

I. Complaints against any employee of OPA, OIG, or the Office of the CPC where the allegation is discrimination, harassment, retaliation, or any other act that may violate Equal Employment Opportunity laws and policies shall be investigated by the Seattle Department of Human Resources.

The parties agree that this section is not intended to restrict bargaining unit employees from exercising any right to file complaints with other governmental agencies.

3.29.420 (A)(5) Disciplinary, grievance, and appeals policies and processes

A. (5). No disciplinary action will result from a complaint of misconduct where the misconduct comes to the attention of OPA more than five years after the date of the alleged misconduct, except where the alleged misconduct involves criminal law violations, dishonesty, or Type III Force, as defined in the SPD policy manual or by applicable laws, or where the alleged act of misconduct was concealed.

The parties have amended Article 3.6G of the Agreement, which will be applicable. The parties further agree that the existing phrase in Article 3.6G “where the named employee conceals acts of misconduct” includes but is not limited to misconduct where an employee fraudulently completes a timesheet because such act conceals the actual amount of time that was worked.

3.29.420 (A)(8) Disciplinary, grievance, and appeals policies and processes

A (8). SPD employees shall not use any type of accrued time balances to be compensated while satisfying a disciplinary penalty that includes an unpaid suspension

The parties agree that application of Section 3.4 of the Agreement meets the interests of the City, and thus will continue to be applicable.

3.29.420 (A)(9) Disciplinary, grievance, and appeals policies and processes

A (9) The City Attorney's Office shall determine legal representation for SPD in disciplinary challenges. The City, including SPD, shall not settle or resolve grievances or disciplinary appeals without the approval of the City Attorney's Office.

The parties confirm that this section of the Ordinance is not intended to alter the steps of the grievance process, or provide a mechanism for either party to void an agreement reached during the grievance process. Each party is expected to designate the representative(s) authorized to enter into a binding settlement agreement. While each party may have internal processes in place in terms of attaining authority for reaching an agreement, it is the responsibility of the representative to ensure internal processes have been complied with.

3.29.440 (F) Public disclosure, data tracking, and record retention

F. For sworn employees who are terminated or resign in lieu of termination, such that the employee was or would have been separated from SPD for cause and at the time of separation was not "in good standing," SPD shall include documentation in SPD personnel and OPA case files verifying (a) a letter was sent by SPD to the Washington State Criminal Justice Training Commission (WSCJTC) regarding de-certification and consistent with the requirements set forth in subsection 3.29.420.A.11; (b) whether action was taken by the WSCJTC in response to that letter; (c) that the Chief did not and will not grant the employee authorization to serve in a Special Commission capacity, as a reserve officer or as a retired officer in a private company that provides flagging, security, or related services; and (d) that the Chief did not or will not grant any request under the Law Enforcement Officers Safety Act to carry a concealed firearm. The latter two actions shall also be taken and documentation included in the SPD personnel and OPA case files whenever a sworn employee resigns or retires with a pending complaint and does not fulfill an obligation to fully participate in an OPA investigation.

The City recognizes that the scope of certification review by the WSCJTC is specified in RCW 43.101, and that this section of the Ordinance is not intended to expand or change the statutory process for WSCJTC review of certifications.

3.29.460 (B) and (C) Collective Bargaining and Labor Agreements.

B. The terms of all collective bargaining agreements for SPD employees, along with any separate agreements entered into by SPD or the City in response to an unfair labor practice complaint, settlement of grievance or appeal, or for other reasons, including those previously reached, shall be clearly and transparently provided to the public, by posting on the SPD website.

C. Whenever collective bargaining occurs, any separate agreements in place affecting ongoing practices or processes which were entered into by SPD or the City in response to an unfair labor practice complaint, settlement of grievance or appeal, or for any other reasons, shall be incorporated into the new or updated collective bargaining agreement or shall be eliminated.

Pursuant to SMC 3.29.460, the parties have reviewed all of their outstanding separate agreements. After determining which of those involve “ongoing practices or processes” under the Ordinance, the parties have agreed to incorporate the agreements listed Appendix G as part of the new collective bargaining agreement. It is understood that while the failure to incorporate an agreement involving an ongoing practice or process means that the agreement can no longer be enforced through the CBA, any such former agreement may still be relied upon for historical purposes or as evidence of past practice. While enforcement through the CBA has been “eliminated”, the former agreement may be used for historical or past practice purposes. In addition, as compliance with 3.29.460B, each of the incorporated agreements will be posted on the Department website. In addition, the parties agree that 3.29.460B is satisfied in full by posting CBA, the incorporated agreements, and any future agreements that change ongoing practices or policies on the Department website.

3.29.420 A(7)(a) Disciplinary, grievance, and appeals policies and processes

A. (7)(a). All appeals related to SPD employee discipline shall be open to the public and shall be heard by PSCSC.

The parties have agreed that appeals related to employee discipline can go through arbitration pursuant to the collective bargaining agreement or to the PSCSC. The City may re-open the Agreement for the purpose of bargaining over members of the public attending arbitrations, and the parties will not change their current practice until after a change is achieved through the negotiation process.

3.29.420 A(7)(b) Disciplinary, grievance, and appeals policies and processes

A(7)(b). The PSCSC shall be composed of three Commissioners, none of whom shall be current City employees or individuals employed by SPD within the past ten years, who are selected and qualified in accordance with subsection 4.08.040.A.

The parties have agreed that changes to the structure of the PSCSC contained in the Ordinance should be resolved through joint bargaining with the other interest arbitration eligible public safety unions. The Guild agrees to participate in such bargaining. During joint bargaining, the Guild will retain the ability to disagree with the position(s) advocated by the other unions, and may vote independently. If the event of such a disagreement, the City and Guild shall proceed to mediation and arbitration to resolve the matter. In the event other public safety unions refuse to engage in joint bargaining, the City may re-open the Agreement for the limited purpose of negotiating the changes in the Ordinance related to the structure of the PSCSC. The City agrees to defer implementation of this section until bargaining is completed on all issues for which bargaining is required.

3.29.420 A(7)(c) Disciplinary, grievance, and appeals policies and processes

A(7)(c). Oral reprimands, written reprimands, "sustained" findings that are not accompanied by formal disciplinary measures, and alleged procedural violations may be processed through grievance processes established by the City Personnel Rules or by Collective Bargaining Agreements, but no grievance procedure may result in any alteration of the discipline imposed by the Chief. Such grievances are not subject to arbitration and may not be appealed to the PSCSC or any other forum.

The City agrees that this section of the Ordinance shall not change the scope of matters that are subject to the grievance procedure and arbitration under the Agreement and to challenge/hearings under the PSCSC. In addition, the City confirms that operation of the grievance procedure and PSCSC can result in the alteration of discipline imposed by the Chief. Both parties recognize the right of the other party to utilize internal review processes prior to entering into a settlement of a grievance or a PSCSC appeal.

3.29.500 A Construction

A. In the event of a conflict between the provisions of this Chapter 3.29 and any other City ordinance, the provisions of this Chapter 3.29 shall govern.

The fact the new Agreement is implemented by Ordinance does not change or impact the agreements and understandings reached in this Appendix.

APPENDIX F – INCORPORATED MOUs/MOAs and OTHER AGREEMENTS ON ONGOING PRACTICES AND POLICIES

The following Memoranda of Understanding (MOUs) and Memoranda of Agreement (MOAs) are hereby incorporated into this Collective Bargaining Agreement:

August 1989	LTD
December 1996	Communications Center, Police Boat, etc.
September 1998	Off Duty Employment and Return to Duty, Telephone calls, LTD, etc.
February 1999	Off Duty Employment and Return to Duty, Telephone calls, LTD, etc.
September 1999	West Precinct Parking
March 2000	Meal reimbursement rate
March 2000	Water Rescue Work
April 2000	FRB
May 2000	FRB
June 2000	Police Boat 1 with Hale Pump
September 2000	Dive Work and Elliot Bay Patrols
September 2000	TRU Reporting, etc.
October 2000	Police Boat with Hale Pump
April 2001	Promotional Lawsuit
September 2001	Loss of Vacation time on LEOFF1
February 2002	ICV
February 2005	TRU/Reporting, Supplemental Benefits Eligibility, medical and EEO
March 2007	Part Time
April 2008	Holding Cell
April 2008	Park Rangers
August 2008	10 Hour Patrol Shifts
August 2008	AVL System
August 2008	TRU/COMM
September 2008	Recommendations 9,16,25
June 2009	Telephone Subpoenas
October 2009	Fire-UW Harbor
September 2010	Canine
December 2011	FRB
October 2012	Settlement Agreement-ICV
December 2012	Sick Leave
January 2013	Monitor-FRB
February 2013	Loudermill (Chain of Command/Salary) Article 3 and 6.6
August 2013	Sgt Staff Levels
August 2013	Confidentiality-Monitor Team
August 2013	Changes arising out of implementation of “agreements”
November 2013	License restrictions
March 2014	FIT implementation
September 2014	FIT interview procedures
October 2014	HQ Parking –Homicide and Robbery Detectives
September 2015	Sgt OPA Tenure, Transfers, and Longevity
January 2020	Implementation of WAPFML
July 2022	Community Response Group Implementation
January 2023	4/10 Shift Implementation

[December 2023](#)
[December 2023](#)
[June 2024](#)
Various Dates

[Special Event Premium, Dual Dispatch Pilot and Park Rangers](#)
[Special Event Staffing Pilot](#)
[Use of Non-Sworn Police Department Personnel](#)
Various Work Schedule Agreements

APPENDIX G – MISCELANEOUS

The Guild and the City of Seattle enter into the following agreements pursuant to their negotiations for the 2015-2020 collective bargaining agreement.

~~Civilianization of the SPD Human Resources Sergeant Position~~

~~Effective upon signing, the City may civilianize the body of work performed by the SPD Human Resources Sergeant position. The civilianization of this work shall not result in the reduction of Sergeant FTE's in the Department, and the HR Sergeant shall be transferred to another position in the Department. In determining the position to which the HR Sergeant will be transferred, the Department will take into consideration the Sergeant's preferences.~~

Contract Effectiveness

Unless otherwise provided in this Agreement (such as retroactive wages), the provisions of this Agreement shall become effective upon ratification by the parties.

Janus Compliance

In June of 2018, after the parties had been bargaining for several years, the US Supreme Court issued the *Janus v. AFSCME* decision (Janus). Rather than further delay resolution of the new contract, the parties have agreed to engage in negotiations immediately following ratification of the new Agreement in order to reflect compliance with Janus.

Office of Inspector General at Firearms Review Boards

In addition to the other agreements reached by the parties related to the OIG, the OIG may attend Firearms Review Boards and will in all respects be afforded the same access, participation, and treatment as be as the Monitor (see the January 18, 2013 MOU of the parties).

~~Resolution of Unfair Labor Practices.~~

~~As a result of negotiations, the parties have resolved numerous disputed matters. As such the Guild will withdraw the following ULP's with prejudice: Accountability Legislation, No. 129948-U-18, Body Worn Video, No. 129550-U-17, and OPA Skimming, No. 129911-U-17.~~

Transition From DRB to Arbitration.

All DRB's that are scheduled (meaning a neutral is selected) as of the date the City and

Guild TA a new contract and begin the ratification process, will proceed as a DRB. All disciplinary appeals pending after that date will be scheduled as an arbitration, with the parties seeking to mutually agree upon an arbitrator and scheduling a hearing. Unless otherwise mutually agreed, in the event the new CBA is not ratified by either the Guild or the City, any scheduled arbitrations will be converted to a DRB, and all unscheduled appeals will remain as DRB's. The previously selected arbitrator will act as the Chair of the DRB. Assuming the CBA is ratified, the parties will implement the selection process for creation of a panel of arbitrators, as provided in the new CBA.

~~Washington Paid Family and Medical Leave~~

~~With regard to implementation of the Washington State Paid Medical and Family Leave program (RCW 50A.04.004 --.900):~~

- ~~(1) In order to facilitate a smooth transition to the new State system, and to put this issue aside for sufficient time to allow the parties to get further information from the rule-making process to be engaged in by the State, for the year 2019, the City shall temporarily pay the full premium to the State;~~
- ~~(2) Beginning in April 2019 the parties will engage in bargaining over implementation of the program in 2020, and included in those negotiations will be the allocation of how the State mandated payments should be allocated after January 1, 2020. If the parties are unable to agree, the matter will be resolved in interest arbitration. In any such arbitration the status quo doctrine shall not apply, and the Guild agrees that it will not assert in any forum that the willingness of the City to engage in this accommodation to pay the entire share during 2019 constitutes a past practice in any manner whatsoever. If the decision of the arbitrator occurs after January 1, 2020, the decision on retroactivity shall be made by the arbitrator.~~

APPENDIX H-CLASSIFICATION REPORT EXAMPLES

In Article 3.6A, the parties agreed to provide examples of their shared understanding of classification report descriptions pursuant to the criteria set forth in 3.6A(iv). The following examples are hypotheticals, and use “Named Employee” and “complainant” since the examples do not have any specific names attached to them; the actual report would have the complainants name or state “anonymous complainant”. Either party may re-open this agreement on the limited issue of how OPA should deal with anonymous complaints when providing unit members information in the classification report. Those examples are as follows:

Directive 18-02 informed Named Employee #1 that you had to complete May Day training by April 20th. Records show that you failed to complete the training.

It is alleged that on Sept 3, 2018 at 1800 on 3rd and Pine, Named Employee #1 had contact with the complainant/subject. It is alleged that you violated the use of force policy when you failed to de-escalate and you tasered the complainant/subject. It is further alleged that NE #1 did not report the taser application to your supervisor.

Named Employee #1 failed to be truthful with OPA when you stated that you were not late on July 7 during your interview on September 5.

Named Employee #1 failed to give the complainant/subject your name when she asked for it while you were on a traffic accident at 44th Ave SW and California Ave SW at 1200 on or about December 12, 2007. You were rude and unprofessional when you raised your voice and in your communication to her, amongst other things asked whether she got her license from a cracker jack box.

It is alleged the Named Employee #1 initiated a vehicle pursuit pursuant to attempting to contact a suspect vehicle for a traffic violation, which fled the stop. Radio traffic clearly indicates NE #1 had activated her emergency equipment and was pursuing based off of a traffic violation and eluding alone, which was outside of Department policy. The pursuit was terminated by a monitoring sergeant. It is unclear if NE #1 properly terminated the pursuit pursuant to policy. A short time later Named Employee #2 re-initiated the pursuit with the offending vehicle, which was once again terminated by another monitoring sergeant. During the re-initiated pursuit NE #2 positioned his car across multiple lanes of traffic in what appears to be a pursuit-ending tactic.

THE HONORABLE JAMES L. ROBERT

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,)	
)	Case No. 2:12-cv-01282-JLR
Plaintiff,)	
)	CITY OF SEATTLE’S NOTICE RE
v.)	TENTATIVE AGREEMENT REACHED
)	WITH SEATTLE POLICE OFFICERS
CITY OF SEATTLE,)	GUILD
)	
Defendant.)	
)	
)	
)	
)	

The City of Seattle has reached a Tentative Agreement (TA) with the Seattle Police Officers Guild (SPOG) through collective bargaining as required by state law, Rev. Code Wash. 41.56. As directed by Paragraph 9 of the Court’s September 7, 2023 Order, the City hereby provides “an analysis of the Tentative Agreement’s effect . . . on SPD’s accountability and review systems and the implementation of the City’s Accountability Ordinance.”

**CITY OF SEATTLE’S NOTICE RE TENTATIVE AGREEMENT
REACHED WITH SEATTLE POLICE OFFICERS GUILD - 1**
(12-CV-01282-JLR)

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1 The TA contains several accountability-related changes and a 23% wage increase for
 2 officers who have been working without a contract since it expired on December 31, 2020. The
 3 TA is an “interim” contract that covers the years 2021-2023. By securing an interim agreement
 4 now, the City’s goal is to immediately boost officer recruiting and retention. That goal is important
 5 because, among other reasons, this Court has emphasized that sufficient staffing, retention, and
 6 recruitment are necessary to sustain SPD’s achievements under the Consent Decree.

7 In addition, the parties are continuing to negotiate a forward-looking contract. The City is
 8 prioritizing additional accountability gains in these ongoing negotiations.

9 I. Bargaining Process, Current Status, and Next Steps

10 By local law, the City’s position in bargaining is established jointly by the City Council and
 11 Executive. Before negotiations began, the City Council and the Community Police Commission (CPC)
 12 jointly held a public hearing prior to bargaining to inform the negotiations. *See* SMC 4.04.120(F). The
 13 Office of Police Accountability (OPA) and the Office of Inspector General for Public Safety (OIG)
 14 also presented at the hearing. These public hearings are an important part of the process whereby the
 15 City identifies the interests of the public. SMC 4.04.120(G).

16 In addition, the City’s Labor Relations Policy Committee has an important role in the collective
 17 bargaining process. The committee, which consists of five members appointed by the Mayor and
 18 five Councilmembers, is responsible for establishing the City’s bargaining parameters and strategy
 19 during the course of bargaining. In addition, the Labor Policy Relations Committee must concur with
 20 any changes to officer “working conditions,” which would include proposals for changes to grievance
 21 procedures and the accountability system. *See* SMC 4.04.120(D).

22
 23 **CITY OF SEATTLE’S NOTICE RE TENTATIVE AGREEMENT**
REACHED WITH SEATTLE POLICE OFFICERS GUILD - 2
 (12-CV-01282-JLR)

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1 Notably, in 2021 the Labor Policy Relations Committee instituted a new process that—for the
 2 first time—involved a representative of the CPC in the parameter-setting discussions. In addition,
 3 representatives of the OPA and the OIG serve as advisors during parameter setting.

4 In late March, after extensive negotiations, including consultations with OPA and OIG,
 5 and with the concurrence of the Labor Policy Relations Committee, the City reached a TA with
 6 SPOG’s bargaining team covering 2021-2023. The agreement is “interim”¹ in nature, in that it
 7 covers three years that have already passed since the prior agreement expired. It is also designated
 8 as “interim” because the parties have agreed to keep negotiating on a forward-looking agreement
 9 based on their original proposals.

10 The TA has been voted on and approved by the membership of SPOG. Accordingly, it is
 11 being transmitted to the full City Council for a vote. Under Washington state labor law, the Council
 12 either must approve or reject the TA. Approval of the TA occurs if a simple majority of the Council
 13 votes to ratify it. The Council has no authority to change the version of the TA bargained at the
 14 table, ratified by the union members, and submitted to Council for a vote.

15 If Council votes in favor of the TA, it then will be presented to the Mayor for signing.
 16 Once the TA is signed by the Mayor, it will become a final, binding contract.

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 21 ¹ There has been confusion about what it means to have an “interim” agreement. Contrary
 22 to some reports in the media, the disciplinary appeal procedures in the TA will apply to arbitrations
 23 *going forward*—even if the alleged misconduct occurred in the past. Indeed, that is what the parties
 have done for previous contracts.

**CITY OF SEATTLE’S NOTICE RE TENTATIVE AGREEMENT
 REACHED WITH SEATTLE POLICE OFFICERS GUILD - 3**
 (12-CV-01282-JLR)

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1 **II. With the Assistance of a Mediator, Negotiations Continue on a Forward-Looking**
2 **Contract.**

3 Negotiations are continuing without pause. Since December 2023, a mediator appointed
4 by the Public Employment Relations Commission has been assisting the parties in bargaining, and
5 the parties are continuing to work with the same mediator.

6 As the parties negotiate over officer wages, hours, and working conditions, the City will
7 continue to push to advance accountability and enhance public safety for all Seattle residents. If
8 continued bargaining in good faith does not resolve these issues in a timely way, the State law
9 governing collective bargaining, RCW 41.56, requires that the parties submit the unresolved issues
10 to a third-party arbitrator who will hear proposals from both sides and issue a binding decision on
11 the remaining contract terms.

12 **III. The TA Increases Wages and Makes Changes to Accountability-Related**
13 **Provisions.**

14 1. Wage Increase

15 The Monitor and the Court have expressed concern that, without sufficient staffing,
16 retention, and recruitment, SPD's important achievements under the Consent Decree may not
17 continue to progress.² As required by the Consent Decree, SPD has made extensive reforms to
18 training, supervision, and the reporting and investigation of force—maintaining these reforms

19
20
21 ² Monitor's 2022 Comprehensive Assessment (Dkt. 709) at 5-6; 5/15/2019 Hearing
22 Transcript at 18:8-9; 2/04/2021 Hearing Transcript at 24:10-19, 26:1-10; 5/30/2023 Hearing
23 Transcript at 38:22-23, 40:22-24.

1 requires a committed staff. The TA provides a wage increase that cumulatively amounts to 23
 2 percent spread over three years and provides competitive compensation in the local marketplace.³

3 2. Civilianization of OPA

4 The Monitor and the Court have recommended adding more civilian investigators to the
 5 Office of Police Accountability in order to improve public trust.⁴

6 Under the TA, the ratio of civilian to sworn investigators will increase. The TA civilianizes
 7 two investigator positions that are currently held by sworn officers. This change continues a trend
 8 of civilianization at OPA; in 2020 the Monitor applauded the addition of two civilian investigators
 9 (replacing sworn officers) and the addition of three civilian investigative supervisors (replacing
 10 sworn captain and lieutenants). Dkt. 604-1 at 5-6. Accordingly, once the changes in the TA have
 11 been implemented, there will be four civilian investigators and three civilian supervisors, bringing
 12 the total number of civilians managing and conducting investigations to seven.

13 The Accountability Ordinance does not provide for any particular composition of civilian
 14 and sworn staff at OPA. *See* Seattle City Ordinance No. 125315 (“Accountability Ordinance”),
 15 sect. 3.29.140.C (providing flexibility for best configuration of staff).

16
 17
 18
 19 ³ It is comprised of 1.3 percent in 2021; 6.4 percent in 2022; and 15.3 percent in 2023. The
 20 2023 increase is comprised of 5 percent to address inflation (i.e., increased CPI) and 10.3 percent
 market adjustment.

21 ⁴ Monitor’s 2020 Assessment (Dkt. 604-1) at 6 (“The Monitoring Team has long
 22 recommended that half of OPA investigators be civilians.”); 5/30/2023 Hearing Transcript at
 13:12-13, 38:12-14.

1 3. Deference to Chief of Police’s Disciplinary Judgments

2 The Court has expressed concern that the previous agreement allowed an arbitrator to
3 substitute her own judgment for that of the Chief of Police when it comes to discipline.⁵

4 The TA for the first time specifies the amount of deference that an arbitrator in a
5 disciplinary grievance must afford to the Chief’s judgment regarding the disciplinary penalty. The
6 previous agreement is silent on this point; that is, arbitrators are not required to apply any
7 deference, but some do. This TA, for the first time, limits an arbitrator’s right to change or modify
8 a disciplinary penalty by requiring the arbitrator to give deference to the Chief’s judgment about
9 discipline so long as the disciplinary penalty is reasonable and consistent with just cause.

10 In addition, the TA formally adopts the changes to grievance arbitration that were already
11 enacted by the state legislature. See RCW 41.58.070. Under the law, a state commission appoints
12 a roster of trained, experienced arbitrators to hear disciplinary appeals for police officers. The
13 procedures have already been implemented by SPOG and the City in disciplinary arbitrations; this
14 contract change brings the TA into alignment with current practice and state law and provides
15 certainty going forward.

16 The Accountability Ordinance does not allow police officers to appeal discipline to an
17 arbitrator, so that remains inconsistent. Accountability Ordinance, Sect. 3.29.420.7. However, the
18 right to appeal discipline to an arbitrator (“grievance arbitration”) is a right provided for in nearly
19 all contracts for public employees throughout the State of Washington.

20
21
22 ⁵ May 15, 2019 Hearing Transcript at 17-18.

1 4. Simplifying and Tolling the Deadline for Disciplinary Investigations

2 The Monitor assessed the timeliness of OPA’s disciplinary investigations in 2020 and
3 found no situations in which a missed deadline prevented discipline from being imposed.⁶
4 However, the Court and an independent expert engaged by the Monitor also determined that the
5 complexity and rigidity of the deadlines for OPA’s disciplinary investigations present a risk that
6 misconduct could go unaddressed.⁷

7 The TA makes three changes to the timelines for disciplinary investigations. First, it
8 removes the requirement that OPA notify an employee within five days of receiving a complaint
9 about that employee, leaving only the existing 30-day notice requirement. Eliminating the five-
10 day notice requirement provides more consistency with the Accountability Ordinance, which
11 includes no such requirement. *See* SMC 3.29.130. Second, the TA automatically tolls the 180-day
12 timeline for investigations of complaints that are being criminally investigated in Seattle, as well
13 as in any other city, state, county, tribal, or federal jurisdiction—fully implementing a provision
14 of the Accountability Ordinance. *See* Accountability Ordinance, Sect. 3.29.130.G. Under the
15 previous contract, the 180-day clock continued to run during a criminal investigation if an officer
16 was accused of committing a crime in Seattle. Third, the TA allows up to a 60-day extension of
17 the 180-day investigation period on allegations of excessive force for serious (“Type 3”) force.⁸

18 _____
19 ⁶ The Monitor’s Assessment was submitted to the Court in 2020 and filed at docket number
604-1. The conclusions about timeliness appear at page 2.

20 ⁷ Seattle Accountability System Sustainability Assessment (Dkt. 782) at 31; 5/15/2019
21 Hearing Transcript) at 17-18.

22 ⁸ The 60-day extension is available if SPD’s Force Review Board refers the allegation to
OPA within seven days of the Board’s meeting regarding the incident in question.

23 **CITY OF SEATTLE’S NOTICE RE TENTATIVE AGREEMENT**
REACHED WITH SEATTLE POLICE OFFICERS GUILD - 7
(12-CV-01282-JLR)

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1 5. Civilianization of Public Safety Services Generally

2 The Monitor has recognized the City’s efforts to innovate and explore new ways to provide
3 public safety services to the community.⁹

4 The City and SPOG also negotiated a Memorandum of Understanding that is expressly
5 incorporated into the TA and was also approved by the police union on April 15, 2024, that allows
6 the City to assign civilians to perform bodies of work that currently are mostly performed by SPOG
7 members. It lists the new bodies of work which the City now has flexibility to assign to civilians
8 rather than sworn officers. The areas include low-risk wellness checks, traffic camera enforcement,
9 analytical support for investigations, and many other areas of work.¹⁰ This increased flexibility to
10 deploy civilian resources to perform bodies of work previously performed by sworn officers
11 advances the provision in the Accountability Ordinance that seeks more flexibility to hire and
12 deploy civilians to perform work that does not require law enforcement sworn personnel. SMC
13 3.29.430(B).

14
15
16
17 _____
18 ⁹ Monitor’s Status Memorandum (Dkt. 695) at 11-13.

19 ¹⁰ A representative sample of items from the MOU list of work areas includes: respond to
20 emergency food and shelter requests; address landlord/tenant problems; take reports from / stay
21 with missing juveniles and runaways (after screening); stay with / transport missing adult persons
22 (after screening); perform mail runs (using locked mail containers); handle nuisance noise
23 complaints (after screening); serve as hospital guard; transport mobile fingerprint readers; pick up
adult witnesses and transport them; respond to lost / found property calls, unless the caller believes
the found item is stolen, related to a crime, or a weapon or narcotics; respond to requests for
transportation unrelated to a crime.

1 **IV. Conclusion.**

2 The City respectfully submits the foregoing memorandum in response to the Court's Order.

3 DATED this 29th day of April, 2024.

4 For the CITY OF SEATTLE
5 ANN DAVISON
6 Seattle City Attorney

7 /s/ Kerala Cowart
8 Kerala Cowart, WSBA #53649
9 /s/ Jessica Leiser
10 Jessica Leiser, WSBA #49349
11 Assistant City Attorneys
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23 **CITY OF SEATTLE'S NOTICE RE TENTATIVE AGREEMENT
REACHED WITH SEATTLE POLICE OFFICERS GUILD - 9**
(12-CV-01282-JLR)

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MEMORANDUM OF UNDERSTANDING

Between the City of Seattle

and

The Seattle Police Officer's Guild

The purpose of this Memorandum of Understanding between the City of Seattle (the "City") and the Seattle Police Officer's Guild (the "Guild") is to memorialize agreements reached between the parties during negotiations for a new collective bargaining agreement.

AGREEMENT

Now, therefore, the parties agree as follows:

The City may use non-sworn Police Department personnel to perform the following work functions:

1. Respond to lost or missing property calls unless it is a weapon or a potentially stolen item.
2. Respond to found property calls, unless the caller believes the found item is stolen, related to a crime, or a weapon or narcotics.
3. Deliver messages, except death messages.
4. Respond to requests for transportation unrelated to a crime.
5. Address landlord/tenant problems, with no confrontation or disturbance.
6. Respond to emergency food and shelter requests.
7. Performing mail runs (using locked mail containers).
8. Missing Juveniles and Runaways – After screening with a sergeant, i) Taking reports of juvenile runaways from a government facility, ii) staying with juveniles after cleared by an officer while waiting for CPS or guardians to arrive.
9. Missing Adult Persons- After screening with a sergeant, stay with the found person after the officer has contacted the person.
10. Wellness checks (which are defined as an identified individual known to the caller, not person down calls) where the identified individual known to the caller does not have any history of or current suicidal ideations, significant health problems including mental health, history of or fighting addiction, history of or concerns of domestic abuse, or is living in one of the City's "wet houses."
11. Nuisance noise complaints after being screened by a sergeant if the sergeant determines that a non-sworn response can occur.
12. Hospital guard if approved by a lieutenant once the individual is secured at the hospital facility.

13. Property damage, within the following guidelines:
 - a. Under \$750
 - b. No evidence
 - c. No suspect or witness information
 - d. Not malicious harassment related
14. Automated traffic safety camera enforcement of stop light violations, rail crossings, speed violations, traffic obstructed violations, stopping at intersection or crosswalk violations, public transportation only lane violations, stopping or traveling in restricted lane violations (if permitted by law); provided that the City will preserve five positions that will remain available to officers.
15. Transporting mobile fingerprint readers to officers.
16. Pick up adult witnesses and transport them at the request of an officer if the entire transport is audio and video recorded.
17. Augment detective capacity with:
 - a. Former law enforcement officers with at least ten years of commissioned law enforcement experience to complete in-custody rush file cases for court filings, and respond to requests for more information from a prosecutors' office; and/or
 - b. Civilians to perform the following analytical work to assist investigative units and patrol with thorough, precise, and timely information directly related to the furtherance of their criminal investigations to include:
 - i. Tracking citywide criminal trends and patterns;
 - ii. Producing hot sheets and reports associated with the crime patterns;
 - iii. Preparing weekly crime numbers reports and specialized maps;
 - iv. Monitoring criminal activity, performing analysis, and preparing reports utilizing crime data;
 - v. Providing statistical information;
 - vi. Performing specific analysis for an investigation at the direction of a sworn detective including using Cellebrite, Geotime or equivalent programs;
 - vii. Providing threat assessments to the Department based on Internet and social media trends;
 - viii. Accessing digital imprints related to persons and or events that may contribute to broader investigations, as well as identify persons attempting to commit crimes using aliases, fraudulent identities and usernames;
 - ix. Pulling criminal histories, requesting 911 recordings, releasing and/or re-releasing evidence housed in evidence.com to the prosecutor, all as necessary to perform the duties above or under the direction of a detective.

The deployment of civilian personnel is intended to augment resources within SPD and free up capacity among sworn officers to perform other functions. The presence and deployment of civilian personnel will not prohibit officers from doing any of the functions identified above.

The performance of SPOG bargaining unit work by non-sworn personnel in circumstances unknown to SPOG president or designee, in circumstances to which SPOG has not agreed, will not create a past practice or result in the waiver of work jurisdiction claims by SPOG. Following adoption of this agreement, there will be a rebuttable presumption that work performed by non-sworn personnel is unknown to SPOG unless the City has provided written notice to the SPOG president or designee.

Signed this _____ day of _____, 2024

For the City:

For the Guild:

Mike Solan

_____, City of Seattle

President, Seattle Police Officers' Guild



Legislation Text

File #: CB 120784, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, Local 21SP, for the period from January 1, 2023, through December 31, 2026; and ratifying and confirming certain prior acts.

WHEREAS, the collective bargaining agreement between The City of Seattle and the Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, Local 21SP (“Local 21SP”) expired on December 31, 2022; and

WHEREAS, employees represented by Local 21SP continued to work after December 31, 2022, on condition that their wages, hours, benefits, and other conditions of employment continue to be negotiated; and

WHEREAS, collective bargaining has led to an agreement between The City of Seattle and Local 21SP; and

WHEREAS, separate, future legislation will be forwarded by the City Budget Office to provide department budget appropriation authority to cover compensation items authorized in the attached collective bargaining agreement; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of The City of Seattle to execute a collective bargaining agreement with Local 21SP, effective January 1, 2023, through December 31, 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 Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 21SP.”

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

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

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

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2024.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2024.

Scheereen Dedman, City Clerk

(Seal)

Attachments:

Attachment 1 - Agreement By and Between The City of Seattle and the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 21SP

AGREEMENT
BY AND BETWEEN
THE CITY OF SEATTLE
AND
THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
AFSCME, AFL-CIO
LOCAL 21SP

Effective January 1, 2023 through December 31, 2026

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PREAMBLE

This “**Agreement**” is between the City of Seattle (hereinafter called the **City**) and the Washington State Council of County and City Employees (“**WSCCCE**”), American Federation of State County and Municipal Employees (“**AFSCME**”), (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 of the Public Utilities Department (hereinafter called **SPU** or the “**Department**”) in classifications.

The City and the Union agree that the purpose of this Agreement is to provide for fair and reasonable compensation and working conditions for employees of the City as enumerated in this Agreement and to provide for the efficient and uninterrupted performance of municipal functions. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its employees.

ARTICLE 1 – RECOGNITION

- 1.1 The City recognizes the Union as the exclusive collective bargaining representative for all Seattle Public Utilities Strategic Advisors I, II, and III and Managers I, II, and III at the City of Seattle, including temporary and term limited employees, excluding supervisors, confidential employees, and all other employees (1340 - PECB 2021).

ARTICLE 2 – RIGHTS OF MANAGEMENT

2.1 The right to hire, promote (in accordance with the Personnel Ordinance), discipline, and/or discharge employees who are covered by Civil Service for just cause, and the right to discipline and/or discharge employees who are exempt from Civil Service without just cause, improve efficiency, and determine the work schedules and location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement.

2.2 Decisions to contract out work shall comply with the Guidelines for Contracting for Consultants and Services as established by the Director of the Department of Finance and Administrative Services.

2.2.1 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for bargaining unit work on a short-term, temporary basis under the following guidelines: 1) required expertise is not available within the City work force, or 2) the occurrence of peak loads above the work force capability. Determination as to (1) or (2) above shall be made by the department head involved; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union will be notified thirty (30) days prior to the start of any new contract or as soon as the department is aware of the need to contract. This notification shall include:

- A detailed justification for the proposed contracting;
- A labor force analysis demonstrating why the current workforce cannot complete the work;
- The location where the work will be performed;
- A description of the work to be contracted;
- The estimated duration and amount of the contract;
- The intended start date; and
- The date the work must be completed, if applicable.

The City will, during its budget process, review the use of contractors in the terms of nature of work, the duration, and the number of hours of contractor work being performed in conjunction with affected Union(s). Based on the review, if the City and Union(s) determine(s) there is an ongoing need, the parties will, in good faith, collaboratively determine whether the circumstances warrant the proposal of additional regular positions.

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

- 2.3 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; the right to increase or diminish operations, in whole or in part; the right to increase or diminish equipment, including the introduction of any and all new, improved, or automated methods or equipment; the assignment of employees to specific jobs, including 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; the determination of job content and/or job duties and the combination or consolidation of jobs; provided, however, the exercise of such rights contained herein shall not modify or change any provision of this Agreement without the written concurrence of the Union and the City.

ARTICLE 3 – UNION MEMBERSHIP AND DUES

- 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. 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. 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.
- 3.2 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. 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.
- 3.3 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. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.
- 3.4 The individual Union meeting and NEO shall satisfy the City’s requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.
- 3.5 New Employee and Change in Employee Status Notification: The City will notify the Union with New Hire information as soon as possible. The City will 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) (FLSA) status: Hourly or salary
- j) Compensation rate

- 3.5.1 Adoption of New Personnel Management System (Workday) - Upon transition to a new Personnel Management System (Workday) the City agrees to notify the appropriate Union with New Hire information no later than one work week after the employee's first day of work. In the event that transition is delayed or the system is unable to send weekly notification, the Parties agree to meet to discuss an alternative notification process no later than May 1, 2024.
- 3.5.2 The City will also notify the Union on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and of any employees who are no longer in the bargaining unit.
- 3.6 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 their dues authorization. Every effort will be made 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. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.
- 3.7 P.E.O.P.L.E. Checkoff - The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union, payable to AFSCME P.E.O.P.L.E., together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 4 – EMPLOYEE RIGHTS

- 4.1 Union Access to Workplace – A staff representative of the Union (“Representative”) may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such Representative shall limit activities during such investigations to a reasonable period of time and to matters relating to this Agreement. City work hours shall not be used by employees or Representative(s) for the conduct of Union business or the promotion of Union affairs.
- 4.2 Stewards – The Union shall have the right to appoint a steward at any location where members are employed under the terms of this Agreement. The department shall be furnished with the names of stewards so appointed. Immediately after appointment of its Steward(s), the Union shall furnish the Director of Labor Relations with a list of those employees who have been designated as Stewards and the Local Officers who may serve as Stewards. Said list shall be updated as needed. The Steward(s) shall see that the provisions of this Agreement are observed, and they shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall include keeping the Union informed of matters relating to the Agreement and the processing of grievances relating to alleged violations, but not include processing grievances at Step 4 of the grievance procedure enumerated in Article 5 of this Agreement. When a Steward is processing a grievance, arrangements must be made with the supervisor of the Steward for time away from the job. It is understood that all other Steward activities are to be conducted on the Stewards own time (e.g., before or after work, rest breaks, lunch).
- 4.3 Resolving Time Burden Issues – Any allegations by SPU management that a Steward or Local Officer is spending an unreasonable amount of time performing the aforementioned duties shall be settled at the lowest level possible. If these matters are unable to be settled at the department level, they may be referred to the Director of Labor Relations or a designee for discussions with the Representative. The Representative shall assume the responsibility of communicating to the Steward or Local Officer any concerns or expectations resulting from the above discussions with the Director of Labor Relations or a designee.
- 4.4 Investigatory Interviews – When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that particular incident, the employee shall have the right to request union representation to be present at the investigatory interview by a Steward or Representative. If the employee makes such a request, the request shall be made to the City representative conducting the investigatory interview. The City, when faced with such a request, may either: (1) grant the employee's request, or (2) deny the employee's request, but in doing so also stop and/or cancel the investigatory interview.

- 4.4.1 In construing Section 4.4, it is understood that:
- (a) The City is not required to conduct an investigatory interview before discipline or discharging an employee;
 - (b) The City may cancel a scheduled interview at any time. The City will make its best effort to notify the parties of canceled interviews;
 - (c) The City does not have to grant an employee's request for Union representation when the meeting between the City and the employee is not investigatory, but is solely for the purpose of informing an employee of a disciplinary/discharge decision that the City has already made relative to that employee;
 - (d) The employee must make arrangements for Union representation when a request for representation is granted. The investigatory interview must be held within a reasonable period of time following the employee's request for representation; and
 - (e) An employee shall attend investigatory interviews scheduled by the City at reasonable times and reasonable places.
- 4.4.2 Employees located in remote workplace locations will be permitted a reasonable period of time to make arrangements for Union representation or to travel to an investigatory interview.
- 4.5 Distribution of Union Communications – The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units for posting (1) Union bulletins regarding scheduled business and social meetings; (2) information concerning Union elections and the results thereof; and (3) reports of official Union business. The Union agrees that the Union's designated bulletin board shall not be used to distribute notices that are political in nature. All material posted or sent via email shall be officially identified as Washington State Council of County and City Employees, or American Federation of State, County and Municipal Employees.
- 4.6 Discipline - The City may suspend, demote or discharge an employee for just cause.
- 4.6.1 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee/management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:
- A. Verbal warning;
 - B. Written reprimand;

- C. Suspension;
- D. Demotion; or
- E. Termination

- 4.6.2 Which disciplinary action is taken depends upon the circumstances, including the seriousness of the employee's misconduct.
- 4.6.3 Provided the employee has received no further or additional discipline in the intervening period a verbal warning or written reprimand may not be used for progressive discipline after two years other than to show notice of any rule or policy at issue.
- 4.6.4 Discipline that arises as a result of a violation of workplace policies or City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to Article 4.6.3 above.

ARTICLE 5 – GRIEVANCE PROCEDURE

- 5.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach, or violation of the express terms of this Agreement shall be deemed a grievance. Provided that an employee at any time may present a grievance to the City and have such grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the expressed terms of this agreement and if the Union has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.
- 5.1.1 The grievance and arbitration procedure found in this article shall not apply to discipline and/or discharge of employees who are exempt from Civil Service.
- 5.1.2 The grievance and arbitration procedure found in this article shall not apply to management decisions regarding an employee's initial salary placement in a broadband title or to management decisions regarding Merit Leave.
- 5.2 A grievance in the interest of a majority of the employees in a unit of the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the grievance procedure and be processed within the time limits set forth herein. Grievances shall be filed at the step in which there is authority to adjudicate such grievance.
- 5.3 As a means of facilitating settlement of a grievance, either party may include an additional member at its expense on its committee. If, at any step in the grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.
- 5.4 Failure by an employee or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided, however, 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. Failure by the City to comply with any time limitation of the procedure in this Article shall allow the Union and/or employee to proceed to the next step without waiting for the City to reply at the previous step, except that employee may not process a grievance beyond Step 3.
- 5.5 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.

5.6 A grievance shall be processed in accordance with the following procedure:

5.6.1 Step 1 - The contract grievance shall be reduced to written form by the aggrieved employee stating the section of the agreement allegedly violated and explaining the grievance in detail. The aggrieved employee shall present the written grievance to the employee's supervisor within twenty (20) business days of the alleged contract violation with a copy of the grievance submitted to the Union by the aggrieved employee. The immediate supervisor should consult and/or arrange a meeting with the supervisor's immediate superior, if necessary, to resolve the contract grievance. If requested by a shop steward or union representative, the parties will convene a meeting. The parties shall make every effort to settle the contract grievance at this stage promptly. The immediate supervisor shall answer the grievance in writing within ten (10) business days after being notified of the grievance, with a copy of the response submitted to the aggrieved employee and the Union.

5.6.2 Step 2 - If the grievance is not resolved as provided in Step 1, the Union representative or a shop steward shall forward the written grievance to the division head with a copy to the City Director of Labor Relations within ten (10) business days after receipt of the Step 1 answer.

With Mediation:

At the time the aggrieved employee and/or the Union submits the grievance to the division head, the union representative or designee or the aggrieved employee or the division head may submit a written request for voluntary mediation assistance, with a copy to the Office of Employee Ombud (OEO), the City Director of Labor Relations and the Union representative or designee. If the OEO Coordinator determines that the case is in line with the protocols and procedures of the OEO process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, OEO or designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Union Representative designee and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the appropriate division head and the appropriate Union Representative or designee shall be so informed by OEO.

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

If the grievance is not resolved through mediation, the division head shall convene a meeting within ten (10) business days after receipt of notification that the grievance was not resolved through mediation between the aggrieved employee, Shop Steward and/or Union Representative, together with the division head, section manager, and departmental labor relations officer. The City Director of Labor Relations or designee may attend said meeting. Within ten (10) business days after the meeting, the division head shall forward a reply to the Union.

Without Mediation:

The division head shall convene a meeting within ten (10) business days after receipt of the grievance between the aggrieved employee, Shop Steward and/or Union Representative, together with the division head, section manager, and departmental labor relations officer. The City Director of Labor Relations or designee may attend said meeting. Within ten (10) business days after the meeting, the division head shall forward a reply to the Union.

- 5.6.3 Step 3 - If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after the Step 2 answer to the City Director of Labor Relations with a copy to the appropriate Department Head. The Director of Labor Relations or designee shall investigate the alleged contract grievance and shall convene a meeting between the appropriate parties. The Director of Labor Relations or their designee shall thereafter make a confidential recommendation to the General Manager/Chief Executive Officer who shall, in turn, give the Union an answer in writing fifteen (15) business days after receipt of the contract grievance or the meeting between the parties.

Mediation can be requested at Step 3 in the same manner as outlined in Step 2. The grievance must be filed in the time frame specified in Step 3 and responded to in the time frame specified in Step 3 after receipt of notification from OEO that the grievance was not resolved through mediation.

- 5.6.4 Step 4 - If the grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations, or the City and the Union may mutually agree to an alternative method to select an arbitrator. Such

reference to arbitration shall be made within twenty (20) business days after receipt of the City's answer or failure to answer in Step 3 and shall be accompanied by the following information:

- A. Identification of Section(s) of Agreement allegedly violated;
- B. Nature of alleged violation;
- C. Question(s) which the arbitrator is being asked to decide;
- D. Remedy sought.

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from OEO that the grievance was not resolved in mediation.

- 5.7 The parties shall abide by the award made in connection with any arbitrable difference. There shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration.
- 5.8 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood that:
 - A. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
 - B. The decision of the arbitrator shall be final, conclusive, and binding upon the City, the Union, and the employees involved.
 - C. The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.
 - D. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.
- 5.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance, or Law; provided, however, disciplinary action for employees covered by Civil Service may be processed through the grievance procedure; provided, further, an employee covered by this Agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein (with the Union processing the grievance) or pertinent

procedures regarding disciplinary appeals under the City Personnel Ordinance, including Civil Service procedures. Under no circumstances may an employee use both the grievance procedure and Personnel Ordinance procedures, including Civil Service procedures, relative to the same disciplinary action. In the event both a contract grievance and a Civil Service Commission Appeal have been filed regarding the same disciplinary action, only upon withdrawal of the Civil Service Commission appeal may the grievance be pursued under this contract grievance procedure.

5.10 Office of Employee Ombud (OEO) - The City and the Union encourage the use of the City's OEO to resolve non-contractual workplace conflicts/disputes. Participation in the program or in an ADR process is entirely voluntary and confidential.

5.11 Property Interest Discipline Grievance

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

ARTICLE 6 – WORK STOPPAGE

- 6.1 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. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slowdown, or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City; including, but not limited to, the recovery of any financial losses suffered by the City.

ARTICLE 7 – COMPENSATION

- 7.1 The classifications of employees covered by this Agreement and the corresponding rates of pay effective for the term of this Agreement are set forth in the Appendices.
- 7.1.1 For employees covered under this Agreement, Personnel Rules 3.3 (“Manager and Strategic Advisor Pay Program”), as applicable and as modified by this agreement, shall apply, notwithstanding the fact that Personnel Rule 3.3 states that it does not apply to represented employees.
- 7.2 Mileage Allowance - An employee who is required by the City, or receives consent from the employee’s supervisor, to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes.
- 7.2.1 The cents per mile mileage reimbursement rate set forth in Section 7.2 shall be adjusted up or down to reflect the current rate.
- 7.3 Metro Passes - The City shall provide a transit subsidy benefit consistent with SMC 4.20.370.
- 7.3.1 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.
- 7.3.2 Parking Past Practice - The parties acknowledge and affirm that a past practice shall not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City shall be obligated to bargain the impacts of such changes.
- 7.3.3 Commute Trip Reduction Parking Rates - The Commute Trip Reduction (“CTR”) parking benefit cost to the employee is \$10.00.
- 7.4 Correction of Payroll Errors - In the event it is determined there has been an error in an employee’s paycheck, an underpayment shall be corrected within two pay periods; and, upon written notice, an overpayment shall be corrected as follows:
- A. If the overpayment involved only one paycheck:

1. By payroll deductions spread over two pay periods; or
 2. By payments from the employee spread over two pay periods.
- B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars (\$25) 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).

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.

- 7.5 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.
- 7.6 Effective January 4, 2023, employees' base wages will be increased by five percent (5%).
- 7.7 Effective January 3, 2024, employees base wages will be increased by four and one half percent (4.5%)
- 7.8 Effective January 4, 2025, employees base wages will be increased by hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to 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%).
- 7.9 Effective January 10, 2026, employees base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

ARTICLE 8 – HOLIDAYS

8.1 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
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	First Friday after Thanksgiving Day
Christmas	December 25
Two Personal Holidays, or	(0 – 9 Years of Service)
Four Personal Holidays	(After Completion of 18, 720 Hours)

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

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

8.3 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.

8.4 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.

8.5 Holidays falling on a Saturday or a 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 on 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.

- 8.6 New employees shall be entitled to use the personal holidays as referenced in Section 8.1 of this Article during the calendar year of hire.
- 8.7 Employees may take their personal holidays at any time with supervisory approval.
- 8.8 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 9 – LEAVES AND VEBA

9.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 9.3 for each hour on regular pay status as shown on the payroll, prorated for part-time employees.

9.2 "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.

9.3 Effective sixty (60) calendar days after full ratification of this replacement contract, the above table shall be superseded and replaced with the following vacation accrual rate table:

<u>Accrual Years/Hours</u>	<u>Vacation Days</u>	<u>Hours per Year</u>	<u>Maximum Hours</u>
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

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

9.5 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 their maximum allowance, the appointing authority, or their 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.

- 9.6 An employee who is receiving disability compensation pursuant to SMC Chapter 4.44 continues to accrue vacation and may exceed their maximum allowance until the employee ceases to receive such compensation. If the employee does not return to work when their disability compensation eligibility ends, they shall run out their vacation balance. If the employee returns to regular pay status with a vacation balance that exceeds the maximum allowance, they shall have three (3) months from the date of return to reduce the balance, during which time they shall continue to accrue vacation.
- 9.7 The minimum vacation allowance to be taken by an employee shall be four (4) hours.
- 9.8 An employee who leaves the City service for any reason shall be paid in a lump sum for any unused vacation they had previously accrued.
- 9.9 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.
- 9.10 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons, subject to verification by the employee's medical care provider and approval of the appointing authority or their 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.
- 9.11 The designated Management representative shall arrange vacation time for employees on such schedules as will least interfere with the functions of the work unit, but which accommodates the desires of the employee to the greatest degree feasible.
- 9.12 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.
- 9.13 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 (32) 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.

9.14 Merit Leave

- A. At their sole discretion, 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 their length of service in a given year. Part-time employees may be granted up to their prorated maximum regardless of their 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.

9.15 Occasional Absences of Fewer than Four Hours - The City considers all classifications set forth in Appendix A to be FLSA exempt salaried positions. Eligible salaried employees shall fulfill their professional responsibilities with no expectation of overtime compensation. The appointing authority shall allow them discretion in structuring their workday to ensure that they can fulfill those responsibilities. Eligible salaried employees shall not be required to use their paid leave balances for occasional absences of four hours or less during a work day, and shall be paid their regular salaries

despite such absences. Eligible salaried employees shall notify their supervisors in advance of such absences and shall schedule such absences to cause the least impact on their work units. Such absences shall not interfere with the employee's ability to produce their expected work outcomes.

9.16 Post Retirement VEBA - Each bargaining unit will conduct a vote to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) to provide post-retirement medical expense benefits to members who retire from City service.

9.16.1 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; or
4. 30 years of service and are any age

B. The City will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of December 31, 2022.

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

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

D. 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.

E. 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.

9.16.2 Active VEBA

Contributions from Employee Wages (all regular employees who are part of the bargaining unit)

Each bargaining unit will conduct a vote for all regular employees, as defined in the City's employer personnel manual, to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) for active employees to participate in an Active VEBA. Once they begin participating in the VEBA, employees may file claims for eligible expenses as provided under the terms of the VEBA.

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

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

9.16.3 Allocation of Responsibility - 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.

ARTICLE 10 – SICK LEAVE, LEAVES OF ABSENCE, AND
INDUSTRIAL INJURY INSURANCE

- 10.1 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.
- 10.2 Employees may accumulate sick leave with no maximum balance. An employee may use accumulated sick leave if they must be absent from work because of:
- A. A personal illness, injury or medical disability incapacitating the employee for the performance of their 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 their 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 49.46.210 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or
 - C. 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 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.
 - D. 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.
 - F. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.
 - G. Sick leave used for the purposes contemplated by Sections 10.2D and 10.2.F must end before the first anniversary of the child's birth or placement.
 - H. Abuse of paid sick leave or use of paid sick leave not for an authorized purpose may result in denial of sick leave payment and/or shall be grounds for discipline up to and including dismissal in accordance with Article 4 of this collective bargaining agreement.
- 10.3 An employee may use accumulated sick leave in order to provide non-medical care to the newborn child of the employee or their 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.
- 10.4 An employee may request use of accumulated sick leave for the non-medical care of a dependent child placed with the employee or their 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.
- 10.5 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 10.3, 10.4 and 10.5;
 - D. Obtains such medical treatment as is necessary to hasten their 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.

- 10.6 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 4 of this Agreement.
- 10.7 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 their 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.
- 10.8 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.
- 10.9 Return-to-Work Verification - An employee returning to work after an absence of more than four (4) consecutive days requiring sick leave, may be required to provide certification from their health care provider that the employee is able to perform the essential functions of the job with or without accommodation.
- 10.10 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. Their 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.
- 10.11 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.
- 10.12 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 their former unused sick leave credits restored upon return to a position that is covered under the sick leave plan.
- 10.13 An employee who has been granted a sabbatical leave may elect to take a lump sum cash-out of any or all of their unused sick leave balance in excess of two hundred and forty (240) hours at the rate of one (1) hour's pay for every four (4) hours of accumulated and unused sick leave. The employee forfeits all four (4) hours exchanged for each one (1) hour of pay. The employee must exercise this option at the beginning of their sabbatical leave.

- 10.14 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.
- 10.15 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 7.7.9.
- 10.16 Shared Sick Leave Pool - The City will standardized the current sick leave transfer (“donation”) program across all City departments through the following actions:
- Standardization of:
 - Forms
 - Processing templates
 - FAQs
 - Interdepartmental donation of sick leave
 - Anonymizing sick leave requests for potential recipients
 - Anonymizing sick leave donations from contributors

The intent of the program is to create a mandatory and uniform system that will function across departments as the established protocol for all sick leave donation requests and donations. The City agrees to perform this standardization using a Labor-Management Committee (“LMC”) meeting, which will work in consultation with appropriate subject matter experts (“SMEs”), including but not limited to Seattle Human Resources, FAS Citywide Payroll and Business Systems, ITD HRIS and Race and Social Justice SMEs. The City further agrees to convene the LMC no later than 90 days from execution of this Agreement and to meet no less than monthly on the standardization process beginning in the month following the initial convening of the LMC.

- 10.17 SPFML Top-Up - Employees receiving SPFML may use any of their accrued paid and/or granted leave (“leave”) to supplement the SPFML benefit payment, up to 100% of their weekly salary paid by the City of Seattle. The use of such leave to augment the SPFML benefit shall be called “supplemental leave pay.” Use of Leave by an employee to supplement SPFML is strictly voluntary. The City cannot require an employee to use accrued Leave to supplement SPFML benefits.

10.17.1 Supplemental Leave Pay Utilization Process

- A. Leave for the purposes of this proposal, is defined as all accrued and/or granted leave as set forth and defined in the City of Seattle Municipal Code Title 4 (Personnel) Sections 4.24 through 4.34 (vacation, sick leave, floating, merit, comp time, executive, etc.).
- B. Supplemental leave pay may be accessed starting the first pay period after the City has received the final SPFML claim determination notice from the Washington State Employment Security Department (“ESD”).

- C. Supplemental Leave Supplemental leave can be used by employees based on the date range signified in the SPFML eligibility letter. For instances in which that date has passed, employees can submit time sheet correction requests to add the use of supplemental leave, as defined above. No time sheet corrections or reactivity shall be applied to any date or SPFML prior to the execution of this Agreement.
 - D. The use of supplemental leave to “top-up” an employee’s SPFML benefit shall not exceed the amount of accrued and/or granted leave the employee has available in their balances.
 - E. The use of accrued and/or granted paid leave to supplement the SPFML benefit will be available in 15 minute increments, except for when the accrued and/or granted paid Leave the employee requests to be used to supplement the SPFML must be used in full day increments as specified by a given collective bargaining agreement or by City code or Personnel rules (e.g. personal holidays), and then shall be only available in full-day increments.
 - F. An employee must have already accrued the paid/granted leave they seek to use for the pay period in which they seek to use it.
 - G. It is the employee’s responsibility for determining whether they have the accrued/ and/or granted leave they seek to use in a given pay period to supplement the SPFML.
- 10.18 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.
- 10.19 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 10.18.A.

- 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 10.18.A. 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 10.18.A.
 - 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 10.18.B.
 - J. The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.
 - K. Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.
- 10.20 Bereavement Leave - All employees covered by this Agreement are allowed forty (40) hours off without salary deduction for bereavement purposes in the event of the death of any relative. Bereavement leave may be used in full day increments or increments of one (1) hour, at the employee's discretion. Bereavement leave must be used within one (1) year; employees may submit for exceptions to this within thirty (30) days (requests that come in after the 30 days will be considered) of the death if they know they will need longer than one (1) year to use leave for that event. This benefit is prorated for less-than-full time employees. For purposes of this Section, "relative" is defined as any person related to the employee by blood, marriage, adoption, fostering, guardianship, in loco parentis, or domestic partnership.
- 10.21 Sabbatical Leave - Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Personnel Rule 7.4.
- 10.22 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.
- 10.23 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.
- 10.24 Family and Medical Leave - Employees who meet the eligibility requirements of the Seattle Municipal Code, Chapter 4.26, “Family and Medical Leave,” or the federal Family and Medical Leave Act, may take leave to care for themselves and qualified dependents.
- 10.25 Emergency Leave - One (1) day leave per Agreement year without loss of pay may be taken with the approval of the employee's supervisor and/or 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 when it is necessary that the employee be off work in the event of an unforeseen occurrence with respect to the employee's household 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.
- 10.26 Incorporate by reference application of SMC 4.29, Paid Family Care Leave, which includes “Bea’s Law”.
- 10.27 Union Leave - Upon written request, a regular employee elected or appointed to a Union office that requires all of their time will be given a leave of absence without pay from work, not to exceed one (1) year, with approval of the appointing authority based on the business needs of the department. The appointing authority will respond to such

requests in writing within fourteen (14) calendar days. Should the appointing authority reject a request for Union Leave, the written response will include an explanation of the business need for the denial. Requests for Union Leave will not be unreasonably denied.

- 10.27.1 Leave may not be approved for more than one (1) employee at a time per Department. To be eligible for union leave under this provision, the employee must not currently be serving a probation or trial service.
- 10.27.2 A regular employee designated by the Union to serve on official union business that requires a part of their time will be given a leave of absence without pay from work, provided it can be done without detriment to City services and at least forty-eight (48) hours written notice is given to the Director. The employee will not suffer a loss of bargaining unit seniority rights and will accumulate the same during such leave.
- 10.27.3 The parties agree that at the City's sole discretion, the leave may be terminated in the event of layoff. The City will provide one month notice before recalling an employee. The parties further agree that the City may at its sole discretion hire term limited temporary employees to backfill for the absent employee.

ARTICLE 11 – HEALTH CARE, DENTAL CARE, LONG-TERM DISABILITY,
AND LIFE INSURANCE

- 11.1 The City shall provide medical, dental, and vision plans (with Kaiser Standard, Kaiser Deductible, Aetna Traditional, Aetna Preventive and Delta Dental of Washington as self-insured plans, and Dental Health Services, and Vision Services Plan) for all regular employees (and eligible dependents) represented by Unions that are a party to the Memorandum of Agreement established to govern the plans. The selection, addition, and/or elimination of medical, dental, and vision benefit plans, and changes to such plans shall be established through the Labor/Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.
- A. An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 11.1 or similar programs as determined by the Labor-Management Health Care Committee.
- 11.1.1 The City shall pay up to one hundred seven percent (107%) of the average employee's monthly 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.
- 11.1.2 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.
- 11.1.3 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).
- 11.1.4 Employees who have worked on average 20 hours per week as determined by the City shall be offered medical benefits per the Affordable Care Act.
- 11.1.5 During the term of this agreement, the City may open negotiations on impacts associated with the Affordable Care Act.
- 11.2 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 per 11.2.1 below.

- 11.2.1 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements to pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.
- 11.2.2 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.
- 11.3 Long-Term Disability - The City shall 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 Six Hundred Sixty-seven Dollars (\$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.
- 11.3.1 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.
- 11.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2019 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.
- 11.4 Long-Term Care - The City may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.
- 11.5 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.
- 11.6 Labor-Management Health Care Committee - Effective January 1, 1999, a Labor Management Health Care Committee shall be established by the parties. This Committee shall be responsible for governing the medical, dental, and vision benefits

for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall decide whether to administer other City-provided insurance benefits.

ARTICLE 12 – SAFETY STANDARDS

- 12.1 All work shall be done in a competent manner and in accordance with the State of Washington Safety Codes, the City’s Safety Rules and Policies, and SPU’s Safety Rules and Policies.
- 12.2 Upon request of the Union, the Department shall provide notice of the safety committees in which members of the bargaining unit(s) are represented and the regularly scheduled meeting dates of such committees.
- 12.2.1 Safety Committee – Affected Unions 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.
- 12.3 Personal Protective Equipment – Employees covered by this Agreement will be provided personal protective equipment (“PPE”) as required by any Federal, State, City or Seattle Public Utilities policy or rule and such equipment shall be provided by the City at no cost to the employee.
- 12.4 Citywide Health and Safety Committee - The Employer and the Coalition of City Unions (“CCU”) shall form a City-wide health and safety committee member unions shall appoint no more than ten (10) members of the committee. The Employer shall appoint a maximum of 10 members to the committee. The committee shall convene at least quarterly. The Parties may meet more frequently by mutual agreement.
- 12.5 Departmental Health and Safety Committee - Each City department will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees. Where there is need, safety committees may also be formed at division levels, and/or unit levels, however these shall not replace the departmental safety committee. When setting up safety committee elections, a department will notify the unions represented at that location and the union shall have 14 days to provide the City with a list of union appointed members proportionate to their representation at the location. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate Appointing Authority for review and action, as necessary. The Appointing Authority or designee will report follow-up action/information to the Safety Committee.

- 12.6 Employee Workplace Safety - The City shall make reasonable efforts to provide an environment free from violence, harassment and other hazardous conditions. When the Union or employee(s) report a hazardous condition in the City operated workplace, the City shall conduct a risk assessment to identify potential hazards and make efforts to mitigate any findings. Both the risk assessment and mitigation plan will be shared with the impacted labor Unions.
- 12.7 Recognizing the health and safety impacts of climate change to workers and the community - City Departments shall follow OSHA/WISHA guidelines and recommendations in order to create written worksite safety plans to prevent heat-related illness and ensure emergency preparedness for employees in the event of extreme outdoor heat.
- 12.8 Ergonomic Assessments - At the request of an employee, the Employer will ensure that an ergonomic assessment of the employee's workplace is completed in City facilities. Solutions to identified issues/concerns will be implemented within available resources.
- 12.9 Air Quality Assessments - Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with the safety committee section above.
- 12.10 Pandemic Health and Safety - The City will follow guidelines as set by the CDC and local Public Health entities with regard to any pandemic or disease outbreak.

ARTICLE 13 – WORK OUTSIDE OF CLASSIFICATION ASSIGNMENTS AND
TEMPORARY EMPLOYEE ASSIGNMENTS

- 13.1 Work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position. When the duties of a higher-paid position are clearly outside the scope of an employee’s regular classification for a period of three (3) hours or longer in any one (1) work week, the employee shall be paid at the out-of-class rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for promotion and shall be paid for only actual hours worked. “Proper authority” shall be a supervisor who has been designated the authority by a manager or director directly above the position that is being filled out of class and who has budget management authority of the work unit. The City has the sole authority to direct its supervisors as to when to assign employees to a higher class. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any one position. The six (6) month period may be exceeded under the following circumstances: (1) when a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) when a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). 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 that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out of class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good-faith basis.
- 13.2 The practice of no out-of-class pay for paid leave will continue except that any sick leave taken in lieu of working a scheduled out-of-class assignment, regardless of the length of the 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 12 months of the out-of-class assignment.

- 13.3 Temporary Employee Assignments - A temporary assignment is defined as one of the following:
- A. Position Vacancy - An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent.
 - B. Incumbent Absence - An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position when the incumbent is temporarily absent.
 - C. Less than Half-time Assignment - For seasonal, on-call, intermittent or regularly scheduled work that may be ongoing or recur from year to year but does not exceed one thousand forty (1,040) hours per year except as provided by Personnel Rule 11.
 - D. Short-term Assignment - An assignment of up to one (1) year to perform work in response to emergency or unplanned needs such as peak workload, special project, or other short-term work that does not recur and does not continue from year to year.
 - E. Term-limited Assignment - An assignment to perform time-limited work of more than one (1) but not more than three (3) years for:
 - 1. Special time-limited project work that is clearly outside the routine work performed in the department and that requires skills and qualifications that are not typically used by the department; or
 - 2. Replacement of a regularly appointed employee who is assigned to special term- limited project work.
 - 3. Replacement of a regularly appointed employee whose absence of longer than one (1) year is due to disability time loss, military leave of absence, or authorized leave of absence for medical reasons.
- 13.4 Temporary employees covered by this Agreement are eligible to apply for all positions advertised internally.
- 13.5 Cumulative sick leave with pay computed at the same rate and with all benefits and conditions required by Ordinance 123698, Seattle Municipal Code Chapter 14.16 and other applicable laws, such as RCW 49.46.210 shall be granted to all temporary employees not eligible for fringe benefits pursuant to Seattle Municipal Code subsection 4.20.055(C).

- 13.6 Temporary employees shall be exempt from all provisions of this Agreement except this Section, Section 10.23 for those temporary employees who are receiving benefits; Article 3; Article 10.18; Article 14; Article 20; Article 22 and Appendix A; and Article 5, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure for purposes of adjudicating grievances relating to Sections identified within this Section. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, the Personnel Rule 11 shall apply and be subject to the grievance procedure as provided for in Article 5.
- 13.7 The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upward into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the City shall discuss the program(s) with the appropriate Union or Unions and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.
- 13.8 The City and the Union agree that training and employee career development can be beneficial to both the City and the affected employee. Training, career development, and educational needs may be identified by the City, by employees, and by the Union. The City shall provide legally-required and City-mandated training. Other available training resources shall be allocated in the following order: business needs and career development. The parties recognize that employees are integral partners in managing their career development.

ARTICLE 14 – LABOR-MANAGEMENT COMMITTEE

- 14.1 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.
- 14.2 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 the Joint Labor-Management Committee process before pursuing other statutory or contractual options.

ARTICLE 15 – GENERAL CONDITIONS

- 15.1 Unless otherwise stipulated in this Agreement, terms shall have the meaning given to them in the Personnel Rules.
- 15.2 Ethics and Elections Commission – Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement, and, as such, are not subject to the Grievance Procedure contained within this Agreement. Records of any fines imposed or monetary settlements shall not be included in the employee’s personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.
- In the event the Employer acts on a recommendation by the Commission to discipline an employee, the employee’s contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee’s personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.
- 15.3 Disciplinary action for employees who are covered by Civil Service shall be governed by Personnel Rule 1.3.
- 15.4 The City agrees to reopen this Agreement if it passes legislation related to the calculation of service credit.
- 15.5 Language Premium – Effective upon ratification of this Agreement by both parties, Employees assigned to perform bilingual, interpretive and/or translation services for the City shall receive a \$200.00 per month premium pay. The City shall ensure employees providing language access services are independently evaluated and approved. The City may review the assignment annually and may terminate the assignment at any time.
- 15.6 No later than sixty (60) days after the full ratification of this Agreement, the Parties agree to initiate interest-based bargaining (IBB) on the subject of Change Team co-lead compensation, workload balance, and workplace protections. The Parties further agree that both the Director of Human Resources or designee, equal numbers of management and labor representatives and up to six (6) members of department Change Teams will be members of the IBB negotiation team. Upon completion of IBB, the Parties may agree by mutual consent to reopen this Agreement to incorporate agreed upon language. The Parties acknowledge that any new or modified language developed in IBB may

need parameter approval from the LRPC and adoption by the Seattle City Council in order to be enforceable.

- 15.7 Dependent Care Task Force - The City and the Coalition of City Unions recognize a common interest in supporting employees by increasing access to safe, affordable, and quality dependent care services.

To meet this interest, the Parties will convene a joint Task Force to study options for a possible child and dependent care benefit program, including the possibility of a multi-employer dependent care voucher program. The joint Task Force shall be made up of equal numbers of labor representatives and representatives of the City.

The Task Force assessment should include an analysis of the need for dependent care by City employees, affordability, quality, location of child and adult care providers, and the administrative infrastructure needed to oversee the program. The assessment should also include an analysis of the costs and benefits of a dependent care benefit program and possible revenue sources such as the potential excess Health Insurance Rate Stabilization Fund. By mutual agreement, the Task Force may consult with outside experts to help with the assessment.

The Task Force shall provide a written report, with its analysis and recommendations, no later than end of year 2024.

- 15.8 Encampment Clean-Up Safety and Compensation - The Parties agree to examine the City's safety protocols and encampment premium as each relates to homeless encampment clean-up. During the term of this Agreement, the City and impacted Coalition unions agree to meet and discuss existing practices and to consider potential improvements to the existing safety protocols and encampment premium. Should the Parties reach Agreement in principle on any changes to the safety protocols, the City agrees, subject to the approval of the City Council and the Mayor, to reduce such agreement to writing.

ARTICLE 16 – RETIREMENT

- 16.1 Pursuant to Ordinance No. 78444, as amended, all eligible employees shall be covered by the Seattle City Employees Retirement System.

ARTICLE 17 – SUBORDINATION OF AGREEMENT

- 17.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, state law, and the City Charter. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said federal law, state law, or City Charter are paramount and shall prevail.
- 17.2 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 18 – SAVINGS CLAUSE

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

ARTICLE 19 – ENTIRE AGREEMENT

- 19.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.
- 19.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 20 – NONDISCRIMINATION

- 20.1 The City and the Union shall not unlawfully discriminate against any employee by reason of race, color, creed, age, color, sex, gender identity, gender expression, genetic information, national origin, religious belief, marital status, sexual orientation, political ideology, ancestry or the presence of any sensory, status as a disabled veteran, a Vietnam era veteran or other covered veteran, mental or physical handicap disability unless based on a bona fide occupational qualification reasonably necessary to the operations of the City. The parties agree nothing in this Agreement shall serve to prevent a job placement or other reasonable accommodation as may be made pursuant to state or federal law for prevention of discrimination on the basis of disability.
- 20.2 Allegations of discrimination shall be a proper subject for the grievance procedure; provided, however, the matter may not be pursued through arbitration (Step 4) if a complaint has been filed and is being pursued with a local government, state, or federal human rights or EEO agency.

ARTICLE 21 – TERM OF AGREEMENT

- 21.1 This Agreement shall become effective upon signature and shall remain in effect through December 31, 2026. Written notice must be served by both parties of their intent to terminate or modify this Agreement at least ninety (90) but not more than one hundred and twenty (120) days prior to December 31, 2026. Any modifications requested by either party shall be presented at the parties' first meeting, and any modifications requested at a later date shall not be subject to negotiations, unless mutually agreed upon by both parties.
- 21.2 Race and Social Justice Initiative (RSJI) - 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 RSJI efforts.
- 21.3 For the duration of this Agreement, the City and the Union agree to enter into bargaining on impacts associated the Union agrees to open negotiations to revisions made to the Affordable Care Act (ACA).

ARTICLE 22 – TELECOMMUTING

- 22.1 Nothing in this Article abridges the Employer’s rights enumerated within this Agreement.
- 22.2 Telecommuting is an arrangement in which an employee's job duties may be performed at an alternative worksite, such as the employee's residence or a satellite office located closer to the employee's residence than the primary worksite where the employee is regularly assigned.
- 22.3 Telecommuting is recognized by the City and its employees as a practical, feasible and durable work alternative when it benefits the City of Seattle in one (1) or more of the following ways:
- A. Maintains and enhances the delivery and resilience of City services;
 - B. Improves employee effectiveness, productivity and morale;
 - C. Maximizes utilization of City of Seattle office facilities;
 - D. Reduces absenteeism;
 - E. Promotes employee health and wellness, including ergonomic health;
 - F. Improves employee recruitment and retention;
 - G. Improves air quality and reduce traffic congestion;
 - H. Enhances the working life and opportunities of persons with disabilities; and
 - I. Other reasons as defined by the appointing authority.
- 22.4 Telecommuting Agreement – Telecommuting is encouraged but not mandated for employees, including temporary employees. Each bargaining unit member will have the opportunity to request a telecommuting agreement. The bargaining unit member must submit the request in writing to the City.

The City and the bargaining unit member will evaluate the feasibility of a request through an interactive process consistent with Personnel Rule 9.2 -Telecommuting. The City will consider all information provided by the bargaining unit member, including but not limited to health and safety, childcare, elder care and other family care, equity and transportation needs when making a decision on whether to grant a request.

When reporting to a primary worksite is required by an “in-office” weekly minimum policy, four hours work shall constitute an “in office” shift and the minimums may be met based on an average within a pay period. “In office” will include field work such as, but not limited to, inspections, public meetings, trainings, events and work at City

designated facilities, provided the employee is in paid status and performing work on behalf of the City.

The employee shall report to the employing unit's primary worksite for public-facing services when so directed. The employee shall take reasonable precautions to protect City owned equipment, if any, from theft, damage, or misuse. It remains the employer's responsibility to insure equipment used for approved telecommuting purposes.

The decision whether or not to grant a telecommuting agreement must be in writing and must include the reason(s) for the denial or approval, and provided to the employee. Supervisors will add information about telecommuting agreement eligibility to position descriptions and job postings. Working relationship between supervisor and employee, negative performance reviews and/or employee disciplinary history unrelated to telecommuting may not be considered as the sole basis for denial of a telecommuting agreement request unless the City has documented a nexus between the performance/discipline and the remote work request.

Denied telecommuting agreement requests will be reported to the Union. The bargaining unit member will have the opportunity to request a reconsideration of a denial to the Appointing Authority or designee.

22.5 Changes to Agreed Telecommuting Agreements – Bargaining unit members approved for telecommuting acknowledge and recognize that business and/or employee needs arise that may necessitate a temporary deviation from an approved telecommuting agreement. The City or employee shall provide as much advance notice as possible. Alternative deviations may be considered and such deviations, whenever possible, should be infrequent.

The terms and conditions of individual telecommuting agreement shall be set forth in completed and signed remote work agreements with a copy provided to the Union.

22.6 The City or the bargaining unit member may initiate a telecommuting agreement, in writing, with a minimum advance notice of thirty (30) calendar days. When the City terminates a Telecommuting Agreement, the employee must receive written notification stating the reason(s) for the termination. Upon receiving written notification of termination, the employee may appeal the termination of the schedule to the department head. The employee may have a union representation during an appeal meeting.

ARTICLE 23 – PAY EQUITY

23.1 Base Pay Adjustments (BPA) - SPU’s General Manager/Chief Executive Officer is responsible for ensuring that Strategic Advisor and Manager base salary and adjustments are set following consistent criteria and processes. The SPU General Manager/Chief Executive Officer shall have the discretion to adjust employee base pay within the minimum and maximum range of the employee’s pay title.

23.1.1 Upon ratification, the SPU General Manager/Chief Executive Officer, will review all Strategic Advisor and Manager salaries based on quantifiable and quantitative data including but not limited to years of service; historical inequities; and salary inversion and compression related to when supervisors earn less than or close to direct reports. Employees shall have the opportunity to provide input into their adjustment. Parties shall have 90 days to complete the process after legislation and the employee input period; increases shall be retroactive to the date of ratification.

23.1.2 Thereafter annually within the first 90 days of each calendar year, the General Manager, in consultation with each individuals’ supervisor and chain of command, shall conduct an annual evaluation of all Strategic Advisor and Manager salaries. The intent of this evaluation is to make equitable any increases to employee base pay as determined by the following criteria.

1. Years of service in the current classification at City of Seattle;
2. Changed scope of work/responsibilities;
3. Number of staff supervised;
4. Meeting or exceeding Performance Expectations;
5. Salary inversion and compression
6. Comparable salaries of other - employees in the same classification with similar responsibilities within City of Seattle .

Each employee’s adjustment rate will be based on all of the above criteria, will vary between employees and will be adjusted with consideration given to the internal equity balance of the department as a whole. No employee should receive a base pay adjustment (BPA) that would cause the salary to go above the top of the respective pay band. The effective date of any pay adjustments will be the first pay period of the calendar year.

The results of the annual evaluation shall be communicated to each employee at the end of the 90 day period.

23.2 SPU Local 21SP Pay Equity Labor-Management Committee - Within one (1) month of ratification of this Agreement, the parties agree to establish a Labor Management Committee (LMC) which shall be authorized, consistent with applicable laws and the terms of this Agreement. The role of the LMC is to establish commitment, mutual trust, and mutual respect and jointly interpret, apply, and resolve issues affecting pay

equity. The appointing authority will provide to the SPU Local 21SP-SPUHR Labor Management Committee (Article 14) an annual report at the end of first quarter of the calendar year on the resulting any salary adjustments from the current year.

23.2.1 The Pay Equity LMC will meet quarterly unless the parties agree to change the schedule. The parties will develop its charter, ground rules and other processes and procedures necessary for conducting the Pay Equity LMC meetings. Initial topics for Strategic Advisors and Managers shall be prioritized and include but not be limited to:

- Evaluate the criteria used for annual adjustments
- Salary placement for new and existing Strategic Advisors and Managers
- Performance evaluation and relationship to salary setting and salary adjustment
- Salary Inversion and Compression issues
- Administration of Merit Leave

23.2.2 Each party has the authority to select and determine the number of representatives not to exceed ten (10) people, including four (4) from the Union and four (4) from the City/SPU Management, the SPU Human Resource Director, and Labor Relations. Supervisors or other parties may be invited to participate as appropriate.

APPENDIX A – STRATEGIC ADVISORS AND MANAGERS WAGE TABLES

A-1 Effective upon ratification the minimum and maximum hourly wage range of the Strategic Advisor classifications shall be as follows:

For year 2023:

	Minimum	Maximum
Strategic Advisor 1	46.08	69.12
Strategic Advisor 2	50.24	75.39
Strategic Advisor 3	54.98	82.46
Managers 1	46.08	69.12
Managers 2	50.24	75.39
Managers 3	54.98	82.46

For year 2024:

	Minimum	Maximum
Strategic Advisor 1	48.16	72.23
Strategic Advisor 2	52.50	78.78
Strategic Advisor 3	57.45	86.17
Managers 1	48.16	72.23
Managers 2	52.50	78.78
Managers 3	57.45	86.17

APPENDIX B

The following MOU attached hereto as Appendix B and signed by the City of Seattle and (“Parties”), is adopted and incorporated as an Appendix 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.

Section A of the MOU has been incorporated into the collective bargaining as Article 3 – Union Membership and Dues.

MEMORANDUM OF UNDERSTANDING

By and Between

THE CITY OF SEATTLE

And

COALITION OF CITY UNIONS

(Amending certain collective bargaining agreements)

Certain Unions representing employees at the City of Seattle have formed a coalition (herein referred to as "Coalition of City Unions") to collectively negotiate the impacts of the *Janus v. AFSCME* Supreme Court decision and other conditions of employment with the City of Seattle (herein referred to as "City;" together the City and this Coalition of City Unions shall be referred to as "the Parties"); and

This Coalition of City Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104; the International Union of Painters and Allied Trades District Council#5; the Inland boatmen’s Union of the Pacific; Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 11 7; the International Brotherhood of Electrical Workers, Local 46; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32; the International Brotherhood of Teamsters, Local 763; the International Union of Operating Engineers, Local 286; the UNITE Hotel Employees & Restaurant Employees, Local 8; the Public Service & Industrial Employees, Local 1239; the Washington State Council of County and City Employees, Local 21; the International Alliance of

Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 15; the Sheet Metal Workers International Association, Local 66; the Seattle Municipal Court Marshals' Guild; the Pacific Northwest Regional Council of Carpenters; the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289; the Seattle Parking Enforcement Officers Guild; the Seattle Police Dispatchers' Guild; the Seattle Police Management Association; and the Seattle Police Officers' Guild.

Background

In June of 2018, the United States Supreme Court issued the *Janus v. AFSCME* decision. In response to this change in circumstances, this Coalition of City Unions issued demands to bargain regarding the impacts and effects of the *Janus v. AFSCME* Supreme Court decision.

Included in the Parties collective bargaining agreements is a subordination of agreement clause that in summary 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.*

The Parties have agreed to engage in negotiations over the impacts and effects of this change in circumstances to reflect compliance with the *Janus v. AFSCME* Supreme Court decision.

Agreements

Section A. Amended Union Dues and Membership Language

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

Article X - Union Engagement and Payroll Deductions

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. 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. 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 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. 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.

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. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employee's: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

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 their dues authorization. Every effort will be made 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. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

Section B. Agreement on Impacts of the *Janus v. AFSCME* Supreme Court Decision

The Parties further agree:

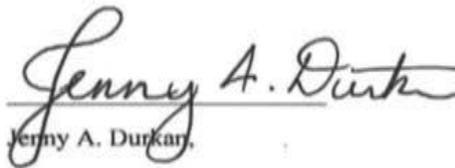
1. **Member Training:** During each year of this agreement a Union's principal officer may request that Union members be provided with at least eight (8) hours or one (1) day, whichever is greater, of paid release time to participate in member training programs sponsored by the Union. The Parties further agree that the release of employees shall be three (3) employee representatives per each Union in an individual Department; or two percent (2%) of a single Union's membership per each department, to be calculated as a maximum of two percent (2%) of an individual Union's membership in that single department (not citywide), whichever is greater. The approval of such release time shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the City will take into consideration the operational needs of each Department. At its sole discretion, the City may approve paid release time for additional employee representatives from each Department on a case-by-case basis.

2. The Unions shall submit to the Office of Labor Relations and the Department as far in advance as possible, but at least fourteen (14) calendar days in advance, the names of those members who will be attending each training course. Time off for those purposes shall be approved in advance by the employee's supervisor.
3. New Employees: The City shall work with the Seattle Department of Technology to develop an automated system to provide the Union with the following information within ten (10) working days after a new employee's first day of work: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate, FTE status. Until the process has been automated the departments may provide the Union notice at the same time the department notifies SDHR benefits, by sending an email to the Union providing the notice of hire. Upon automation departments may elect to not provide notice to the Unions and official notice will only be given by SDHR. The Parties agree to continue to work with departments to provide notice of new hires to the Union no later than 10 working days from the employee first day of work.
4. This agreement is specific and limited to the referenced demand to bargain and the associated negotiations related to the impacts regarding the *Janus v. AFSCME* decision 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.
5. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during the Coalition 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 bargain filed as a result of the *Janus v. AFSCME* Supreme Court decision.

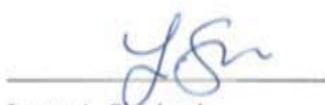
SIGNED this day of 2018.

Executed under the Authority
of Ordinance No.----

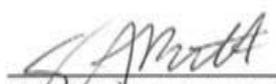
FOR THE CITY OF SEATTLE:


 Jenny A. Durkan,
 Mayor

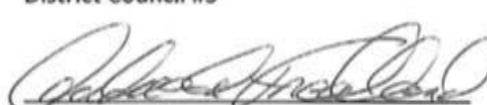

~~Susan McNab~~, Bobby Humes
 Interim Seattle Human Resources Director


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

SIGNATORY UNIONS:


 Elizabeth Rockett, Field Representative
 IU Painters and Allied Trades,
 District Council #5

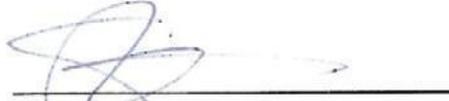

 Natalie Kelly, Business Representative
 HERE, Local 8


 Andrea Friedland, Business Representative
 IATSE, Local 15


 Amy Bowles, Union Representative
 PTE, Local 17
 Professional, Technical, Senior Business,
 Senior Professional Administrative Support



Ray Sugarman, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support



Shaun Van Eyk, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors



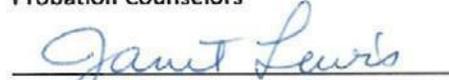
Mark Watson, Union Representative
WSCCCE, Council 2, Local 21, 21C, 21Z, 2083
& Local 21-PA Assistant



Steven Pray, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors



Kurt Swanson, Business Representative
UA Plumbers and Pipefitters Local 32



Janet Lewis, Business Representative
IBEW, Local 46



Kal Rohde, Business Representative
Sheet Metal Workers, Local 66



Brian Self, Business Representative
Boilermakers Union, Local 104



John Searcy, Secretary-Treasurer
Teamsters, Local 117; JCC and Community
Service Officers & Evidence Warehouses



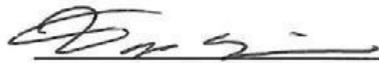
Mike Bolling, Business Representative
IU Operating Engineers, Local 286

Coalition of City Unions
Memorandum of Understanding

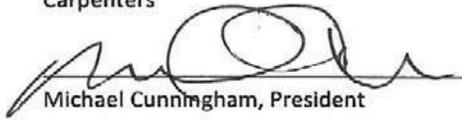
Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79



Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security
Officers (JCC); Local 1239 Recreation Unit



Dave Quinn, Business Representative
Pacific Northwest Regional Council of
Carpenters



Michael Cunningham, President
Seattle Police Dispatchers' Guild



Scott Bachler, President
Seattle Police Management Association

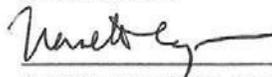


Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific



Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600



Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers'
Guild

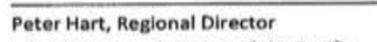


Kevin Stuckey, President
Seattle Police Officers' Guild

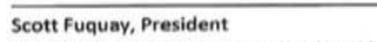

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79


Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC

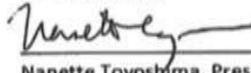

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security
Officers (JCC); Local 1239 Recreation Unit


Peter Hart, Regional Director
Inland Boatmen’s Union of the Pacific

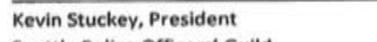

Dave Quinn, Business Representative
Pacific Northwest Regional Council of
Carpenters


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Seattle Municipal Court Marshals’ Guild
IUPA, Local 600


Michael Cunningham, President
Seattle Police Dispatchers’ Guild


Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers’
Guild


Scott Bachler, President
Seattle Police Management Association


Kevin Stuckey, President
Seattle Police Officers’ Guild

Coalition of City Unions
Memorandum of Understanding

APPENDIX C

LETTER OF AGREEMENT BETWEEN

THE CITY OF SEATTLE

And

THE COALITION OF CITY UNIONS

WORK/LIFE SUPPORT COMMITTEE

The City of Seattle and the Coalition of City Unions agree to enter into the following Memorandum of Agreement to create and address certain topics at a Work/Life Support Committee. The terms of the Letter of Agreement are as follows:

- 1) **Purpose.** The Work/Life Support Committee ("WLSC") shall be a City-wide labor management committee to promote an environment for employees that supports and enhances their ability to meet their responsibilities as employees of the City of Seattle and support their work/life balance. The WLSC may provide recommendations to the Mayor and City Council on programs and policies that further support work/life balance.
- 2) **Workplan.** The WLSC shall develop an annual workplan to identify programs and policies that promote a work/life balance for City employees. These may include, but are not limited to, dependent care subsidy/support program for eligible employees, enhancing alternative work arrangements, flexible work hours, job sharing, on-site/near-site child care, expanding the definition of family for access to leave benefits, shift swaps, resource and referral services, emergency level, and back-up care. The WLSC may conduct and make recommendations no later than March 31 of each year.
- 3) **Membership.** The membership of WLSC shall be made up of the Mayor or designee, the Director of Labor Relations or designee, up to five Directors or designee from City departments, and members designated by the Coalition of City Unions ("CCU") at equal numbers as the management representatives. If a CCU designee is a City employee, they shall notify their supervisor. Management will not unreasonably deny the participation of City employees on paid release time to serve on the WLSC.
- 4) **Meetings.** The WLSC shall meet at least four (4) times per calendar year. The WLSC may meet more frequently if necessary if all parties agree.
- 5) **Additional Resources.** The WLSC may establish subcommittees that include other department representatives and/or subject matter experts. These subcommittees shall conform with rules established by the WLSC.
- 6) **Authority.** The WLSC and its subcommittee(s) shall not have the authority to change, amend, modify or otherwise alter collective bargaining agreements.

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

John Scearcy, Secretary-Treasurer
Teamsters, Local 117; JCC and Community
Service Officers & Evidence Warehouse



Mike Bolling, Business Representative
IU Operating Engineers, Local 302

Scott Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC and Municipal
Court



Mary Keefe, Business Agent
Teamsters, Local 763; JCC and Municipal
Court

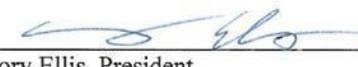


Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security
Officers (JCC); Local 1239 Recreation Unit

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific

Dave Quinn, Business Representative
Pacific Northwest Regional Council of
Carpenters

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600



Cory Ellis, President
Seattle Police Dispatchers' Guild

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Seattle Department of Human Resources	Shaun Van Eyk	Joseph Russell

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, Local 21SP, for the period from January 1, 2023, through December 31, 2026; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation: This legislation authorizes the Mayor to implement a collective bargaining agreement between The City of Seattle (“City”) and the Washington State Council of County and City Employees, American Federation of State, County and Municipal Employees, Local 21SP (“Local 21SP”), a signatory to the Coalition of City Unions.¹ The collective bargaining agreement, like the other collective bargaining agreements between the City and unions in the Coalition of City Unions that were approved by City Council on April 2, 2024 (CB 120757), is a four-year agreement on wages, benefits, hours, and other working conditions for the period from January 1, 2023, through December 31, 2026. This legislation affects approximately 173 regularly appointed City employees.

The collective bargaining agreement provides for wage adjustments of 5 percent in 2023 and 4.5 percent in 2024. In 2025 and 2026, employees’ base wages will increase by 100 percent of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) over a two-year period, with a 2 percent minimum and 4 percent maximum increase, with an additional 1 percent kicker in 2026 only (total not to exceed 5 percent).

The City and Local 21SP agreed to continue health care cost sharing as follows: the City will pay up to 107 percent of the average employee’s monthly medical, dental, and vision premiums over the prior calendar year for employees whose health care benefits are governed by the Labor-Management Health Committee. Costs above 107 percent will be covered by the Rate Stabilization Fund, a component of the City’s Healthcare Fund. Once the reserves are exhausted, the City will pay 85 percent and employees will pay 15 percent of any excess health care costs.

The agreement provides for other working conditions, including, among other items:

¹ Local 21SP joined the Coalition of City Unions in 2023. Prior to joining the Coalition, The City and Local 21SP entered into an initial collective bargaining agreement for a one-year period from January 1, 2022, through December 31, 2022. Legislation implementing this initial one-year agreement was approved by the City Council on April 2, 2024 (CB 120756).

- 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 receiving State Paid Family and Medical Leave (SPFML) may use any of their accrued paid and/or granted leave to supplement the SPFML benefit payment, up to 100 percent of their weekly salary.
- Employees will 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.
- Employees may use up to a year of unpaid release time to work for the union.

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

Fiscal impacts to the City of Seattle – Local 21SP collective bargaining agreement:

The City Budget Office has estimated the incremental cost to the City of Seattle (Seattle Public Utilities) of implementing the collective bargaining agreement that will be authorized by this legislation. 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 this union. The estimated costs for the collective bargaining agreements shown below include all elements of employee compensation, including wages, retirement contributions, Social Security and Medicare. For 2025 and 2026, costs assume current CPI-W levels (2025 = 4.0% due to cap; 2026 = 3.0% CPI + 1% kicker = 4.0%).

However, all costs and reserve levels shown here were included (taken into account) as part of cost estimates in the recent legislation for the agreement between the City of Seattle and the Coalition of City Unions because going forward Local 21SP will bargain as part of the Coalition. Nonetheless, for the sake of clarity and completeness, the tables below provide the specific impacts associated with the Local 21SP agreement.

	<i>Salary Base</i>	2023	2024 est.	2025 est.	2026 est.	2027 est.	2028 est.
Expenditure Change (\$) General Fund	\$1,374,000	\$74,000	\$139,000	\$199,000	\$262,000	\$262,000	\$262,000
Expenditure Change (\$) Other Funds	\$25,047,000	\$1,340,000	\$2,528,000	\$3,631,000	\$4,778,000	\$4,778,000	\$4,778,000
Total – All Funds	\$26,421,000	\$1,414,000	\$2,667,000	\$3,830,000	\$5,040,000	\$5,040,000	\$5,040,000

The City anticipated significant aspects of the compensation terms reflected in the proposed bill and has held financial reserves to address the immediate needs and developed long-term financial plans for additional labor costs that will be incurred in the future. However, the cost of the final terms of this agreement exceeds the costs anticipated and planned for in the 2024 budget process. The amounts of these unplanned expenses are shown in **bold** in the tables below, with separate presentations for both the General Fund and (all) Other Funds. For example, in 2023, total costs exceed reserves by \$405,000.

General Fund

	<i>Salary Base</i>	2023	2024 est.	2025 est.	2026 est.	2027 est.	2028 est.
Expenditure Change - General Fund	\$1,374,000	\$74,000	\$139,000	\$199,000	\$262,000	\$262,000	\$262,000
Expenditure Change Assumed in '24 Budget - Gen. Fund		(\$54,000)	(\$99,000)	(\$146,000)	(\$183,000)	(\$183,000)	(\$183,000)
Cost Above Budget/Reserves - Gen. Fund		\$20,000	\$40,000	\$53,000	\$79,000	\$79,000	\$79,000

Other Funds

	<i>Salary Base</i>	2021	2022	2023	2024 est.	2025 est.	2026 est.
Expenditure Change - Other Funds	\$25,047,000	\$1,340,000	\$2,528,000	\$3,631,000	\$4,778,000	\$4,778,000	\$4,778,000
Expenditure Change Assumed in '24 Budget - Other Funds		(\$955,000)	(\$1,757,000)	(\$2,597,000)	(\$3,252,000)	(\$3,252,000)	(\$3,252,000)
Cost Above Budget/Reserves - Other Funds		\$385,000	\$771,000	\$1,034,000	\$1,526,000	\$1,526,000	\$1,526,000

All Funds

Total Costs Above Budget/Financial Plans - ALL FUNDS	\$405,000	\$811,000	\$1,087,000	\$1,605,000	\$1,605,000	\$1,605,000
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Notes:

- There are no new revenues associated with this legislation and there are no positions created or eliminated by this legislation.
- Total costs of the proposed agreements with Local 21SP are divided roughly 5.2% General Fund and 94.8% Other Funds (costs have been split proportional to Seattle Public Utilities' 2024 Adopted labor budget).
- Compensation costs for employees affected by this legislation increase by roughly 19% across the four years of the agreement. (The AWI amounts sum to 17.5%, but with compounding across years, the effect is a 19.1% increase.)
- Costs for 2023 will be paid in 2024 as retroactive payments for work performed in 2023. These costs will be in addition to the increased 2024 costs, which will partially be paid as retroactive awards for work through the first part of the year, and then as ongoing costs for the remainder of the year.
- The agreement covers only wage adjustments for 2023-2026. Costs shown above for 2027-2028 represent the impact of those wage adjustments in future years. Future costs are noted as estimates because the labor base for those years may be somewhat different than in the prior years, meaning the financial impact of the wage adjustments will be different. Furthermore, in the future, the City and Coalition will negotiate wage adjustments and other terms for 2027-2028, and additional costs will result from those negotiations, the impacts of which will be additive to the estimates presented here.
- To address the 2024 incremental costs, the Executive will request additional appropriations as part of the mid-year supplemental budget request that will likely be submitted in June. This request will allocate the available reserves to the appropriate departments and may request appropriations beyond those reserves, likely relying on unanticipated unspent resources from 2023 and savings from actions taken in 2024 to generate additional resources to cover any additional need.

The incremental cost of the agreement exceeds existing reserves designated for these purposes, which indicates that some amount of additional resources will be needed. However, the Executive has taken a number of steps to reduce overall 2024 expenditures, including a hiring freeze, and these actions may be sufficient to address the portion of the incremental costs that exceed the reserves. If adopted, this legislation increases the projected 2024 deficit by \$1.2 million (for 2023-2024 costs over reserves) and increases the projected 2025 deficit by \$2.3 million (for 2023-2025 costs over reserves). As noted above, these costs and their contribution to the deficit have previously been included in cost estimates presented with legislation for the agreement between the City of Seattle and the Coalition of City Unions.

3.a. Appropriations

- This legislation adds, changes, or deletes appropriations.**

3.b. Revenues/Reimbursements

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

3.c. Positions

- This legislation adds, changes, or deletes positions.

3.d. Other Impacts

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

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

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

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

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

Legislation is required to implement bargained-for wages and changes to union members' working conditions. If this legislation is not implemented, employees represented by Local 21SP would not have access to the same level of pay, benefits, and other working conditions as other Coalition members. 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.**

This legislation affects employees in the Strategic Advisor I, II, and III and Manager I, II, and III classifications in Seattle Public Utilities.

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

No.

- c. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**
- i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**
The collective bargaining agreement includes enhancements to pay and working conditions for employees, which include BIPOC and women employees. Additionally, the collective bargaining agreement commits the City to ongoing engagement with the union on encampment clean-up compensation and safety, Change Team compensation, and dependent care.
 - 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 of Agreement By and Between The City of Seattle and The Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 21SP

AGREEMENT
BY AND BETWEEN
THE CITY OF SEATTLE
AND
THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
AFSCME, AFL-CIO
LOCAL 21SP

Effective January 1, 2023 through December 31, 2026

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PREAMBLE

This “**Agreement**” is between the City of Seattle (hereinafter called the **City**) and the Washington State Council of County and City Employees (“**WSCCCE**”), American Federation of State County and Municipal Employees (“**AFSCME**”), (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 of the Public Utilities Department (hereinafter called **SPU** or the “**Department**”) in classifications.

The City and the Union agree that the purpose of this Agreement is to provide for fair and reasonable compensation and working conditions for employees of the City as enumerated in this Agreement and to provide for the efficient and uninterrupted performance of municipal functions. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its employees.

ARTICLE 1 – RECOGNITION

- 1.1 The City recognizes the Union as the exclusive collective bargaining representative for all Seattle Public Utilities Strategic Advisors I, II, and III and Managers I, II, and III at the City of Seattle, including temporary and term limited employees, excluding supervisors, confidential employees, and all other employees (1340 - PECB 2021).

ARTICLE 2 – RIGHTS OF MANAGEMENT

2.1 The right to hire, promote (in accordance with the Personnel Ordinance), discipline, and/or discharge employees who are covered by Civil Service for just cause, and the right to discipline and/or discharge employees who are exempt from Civil Service without just cause, improve efficiency, and determine the work schedules and location of department headquarters are examples of management prerogatives. It is also understood that the City retains its right to manage and operate its departments except as may be limited by an express provision of this Agreement.

2.2 Decisions to contract out work shall comply with the Guidelines for Contracting for Consultants and Services as established by the Director of the Department of Finance and Administrative Services.

2.2.12 The City will make every effort to utilize its employees to perform all work, but the City reserves the right to contract out for bargaining unit work on a short-term, temporary basis under the following guidelines: 1) required expertise is not available within the City work force, or 2) the occurrence of peak loads above the work force capability. Determination as to (1) or (2) above shall be made by the department head involved; provided, however, prior to approval by the department head involved to contract out work under this provision, the Union will be notified thirty (30) days prior to the start of any new contract or as soon as the department is aware of the need to contract. This notification shall include:

- A detailed justification for the proposed contracting;
- A labor force analysis demonstrating why the current workforce cannot complete the work;
- The location where the work will be performed;
- A description of the work to be contracted;
- The estimated duration and amount of the contract;
- The intended start date; and
- The date the work must be completed, if applicable.

The City will, during its budget process, review the use of contractors in the terms of nature of work, the duration, and the number of hours of contractor work being performed in conjunction with affected Union(s). Based on the review, if the City and Union(s) determine(s) there is an ongoing need, the parties will, in good faith, collaboratively determine whether the circumstances warrant the proposal of additional regular positions.

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

~~2.2.3 Determination as to (1) or (2), above in Article 2.2.2 shall be made by the department head involved. Prior to approval by the department head involved to contract out work under this provision, the Union shall be notified. The City shall provide consistent and uniform contracting out notice from each City department to the Union. The department head involved shall make available to the Union, upon request: (1) a description of the services to be so performed, and (2) the detailed factual basis supporting the reasons for such action.~~

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

2.3 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; the right to increase or diminish operations, in whole or in part; the right to increase or diminish equipment, including the introduction of any and all new, improved, or automated methods or equipment; the assignment of employees to specific jobs, including 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; the determination of job content and/or job duties and the combination or consolidation of jobs; provided, however, the exercise of such rights contained herein shall not modify or change any provision of this Agreement without the written concurrence of the Union and the City.

ARTICLE 3 – UNION MEMBERSHIP AND DUES

- 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. 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. 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.
- 3.2 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. 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.
- 3.3 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. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.
- 3.4 The individual Union meeting and NEO shall satisfy the City’s requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.
- 3.5 New Employee and Change in Employee Status Notification: The City will notify the Union with New Hire information as soon as possible. The City will 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) (FLSA) status: Hourly or salary
- j) Compensation rate

3.5.1 Adoption of New Personnel Management System (Workday)

- Upon transition to a new Personnel Management System (Workday) the City agrees to notify the appropriate Union with New Hire information no later than one work week after the employee's first day of work. In the event that transition is delayed or the system is unable to send weekly notification, the Parties agree to meet to discuss an alternative notification process no later than May 1, 2024.

3.5.2 The City will also notify the Union on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and of any employees who are no longer in the bargaining unit.

~~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: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate. The City shall also notify the Union on a monthly basis regarding employee status changes for employees who have transferred into a bargaining unit position and any employees who are no longer in the bargaining unit. For employees who have transferred into the bargaining unit, the City shall supply the Union with the employee's name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.~~

3.6 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 their dues authorization. Every effort will be made 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. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

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

ARTICLE 4 – EMPLOYEE RIGHTS

- 4.1 Union Access to Workplace – A staff representative of the Union (“Representative”) may, after notifying the City official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such Representative shall limit activities during such investigations to a reasonable period of time and to matters relating to this Agreement. City work hours shall not be used by employees or Representative(s) for the conduct of Union business or the promotion of Union affairs.
- 4.2 Stewards – The Union shall have the right to appoint a steward at any location where members are employed under the terms of this Agreement. The department shall be furnished with the names of stewards so appointed. Immediately after appointment of its Steward(s), the Union shall furnish the Director of Labor Relations with a list of those employees who have been designated as Stewards and the Local Officers who may serve as Stewards. Said list shall be updated as needed. The Steward(s) shall see that the provisions of this Agreement are observed, and they shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall include keeping the Union informed of matters relating to the Agreement and the processing of grievances relating to alleged violations, but not include processing grievances at Step 4 of the grievance procedure enumerated in Article 5 of this Agreement. When a Steward is processing a grievance, arrangements must be made with the supervisor of the Steward for time away from the job. It is understood that all other Steward activities are to be conducted on the Stewards own time (e.g., before or after work, rest breaks, lunch).
- 4.3 Resolving Time Burden Issues – Any allegations by SPU management that a Steward or Local Officer is spending an unreasonable amount of time performing the aforementioned duties shall be settled at the lowest level possible. If these matters are unable to be settled at the department level, they may be referred to the Director of Labor Relations or a designee for discussions with the Representative. The Representative shall assume the responsibility of communicating to the Steward or Local Officer any concerns or expectations resulting from the above discussions with the Director of Labor Relations or a designee.
- 4.4 Investigatory Interviews – When an employee is required by the City to attend an interview conducted by the City for purposes of investigating an incident which may lead to discipline/discharge of that employee because of that particular incident, the employee shall have the right to request union representation to be present at the investigatory interview by a Steward or Representative. If the employee makes such a request, the request shall be made to the City representative conducting the investigatory interview. The City, when faced with such a request, may either: (1) grant the employee's request, or (2) deny the employee's request, but in doing so also stop and/or cancel the investigatory interview.

4.4.1 In construing Section 4.4, it is understood that:

- (a) The City is not required to conduct an investigatory interview before discipline or discharging an employee;
- (b) The City may cancel a scheduled interview at any time. The City will make its best effort to notify the parties of canceled interviews;
- (c) The City does not have to grant an employee's request for Union representation when the meeting between the City and the employee is not investigatory, but is solely for the purpose of informing an employee of a disciplinary/discharge decision that the City has already made relative to that employee;
- (d) The employee must make arrangements for Union representation when a request for representation is granted. The investigatory interview must be held within a reasonable period of time following the employee's request for representation; and
- (e) An employee shall attend investigatory interviews scheduled by the City at reasonable times and reasonable places.

4.4.2 Employees located in remote workplace locations will be permitted a reasonable period of time to make arrangements for Union representation or to travel to an investigatory interview.

4.5 Distribution of Union Communications – The City shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units for posting (1) Union bulletins regarding scheduled business and social meetings; (2) information concerning Union elections and the results thereof; and (3) reports of official Union business. The Union agrees that the Union's designated bulletin board shall not be used to distribute notices that are political in nature. All material posted or sent via email shall be officially identified as Washington State Council of County and City Employees, or American Federation of State, County and Municipal Employees.

4.6 Discipline - The City may suspend, demote or discharge an employee for just cause.

4.6.1 The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee/management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions that the City may take against an employee include:

- A. Verbal warning;
- B. Written reprimand;

- C. Suspension;
- D. Demotion; or
- E. Termination

- 4.6.2 Which disciplinary action is taken depends upon the circumstances, including the seriousness of the employee's misconduct.
- 4.6.3 Provided the employee has received no further or additional discipline in the intervening period a verbal warning or written reprimand may not be used for progressive discipline after two years other than to show notice of any rule or policy at issue.
- 4.6.4 Discipline that arises as a result of a violation of workplace policies or City Personnel Rules regarding harassment, discrimination, retaliation, or workplace violence, shall not be subject to Article 4.6.3 above.

ARTICLE 5 – GRIEVANCE PROCEDURE

- 5.1 Any dispute between the City and the Union concerning the interpretation, application, claim of breach, or violation of the express terms of this Agreement shall be deemed a grievance. Provided that an employee at any time may present a grievance to the City and have such grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the expressed terms of this agreement and if the Union has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.
- 5.1.1 The grievance and arbitration procedure found in this article shall not apply to discipline and/or discharge of employees who are exempt from Civil Service.
- 5.1.2 The grievance and arbitration procedure found in this article shall not apply to management decisions regarding an employee's initial salary placement in a broadband title or to management decisions regarding Merit Leave.
- 5.2 A grievance in the interest of a majority of the employees in a unit of the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 of the grievance procedure and be processed within the time limits set forth herein. Grievances shall be filed at the step in which there is authority to adjudicate such grievance.
- 5.3 As a means of facilitating settlement of a grievance, either party may include an additional member at its expense on its committee. If, at any step in the grievance procedure, management's answer in writing is unsatisfactory, the Union's reason for non-acceptance must be presented in writing.
- 5.4 Failure by an employee or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided, however, 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. Failure by the City to comply with any time limitation of the procedure in this Article shall allow the Union and/or employee to proceed to the next step without waiting for the City to reply at the previous step, except that employee may not process a grievance beyond Step 3.
- 5.5 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.

5.6 A grievance shall be processed in accordance with the following procedure:

5.6.1 Step 1 - The contract grievance shall be reduced to written form by the aggrieved employee stating the section of the agreement allegedly violated and explaining the grievance in detail. The aggrieved employee shall present the written grievance to the employee's supervisor within twenty (20) business days of the alleged contract violation with a copy of the grievance submitted to the Union by the aggrieved employee. The immediate supervisor should consult and/or arrange a meeting with the supervisor's immediate superior, if necessary, to resolve the contract grievance. If requested by a shop steward or union representative, the parties will convene a meeting. The parties shall make every effort to settle the contract grievance at this stage promptly. The immediate supervisor shall answer the grievance in writing within ten (10) business days after being notified of the grievance, with a copy of the response submitted to the aggrieved employee and the Union.

5.6.2 Step 2 - If the grievance is not resolved as provided in Step 1, the Union representative or a shop steward shall forward the written grievance to the division head with a copy to the City Director of Labor Relations within ten (10) business days after receipt of the Step 1 answer.

With Mediation:

At the time the aggrieved employee and/or the Union submits the grievance to the division head, the union representative or designee or the aggrieved employee or the division head may submit a written request for voluntary mediation assistance, with a copy to the ~~Alternative Dispute Resolution (ADR) Coordinator~~Office of Employee Ombud (OEO), the City Director of Labor Relations and the Union representative or designee. If the ~~OEOADR~~ Coordinator determines that the case is in line with the protocols and procedures of the ~~OEOADR~~ process, within fifteen (15) business days from receipt of the request for voluntary mediation assistance, ~~the ADR Coordinator~~OEO or designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Union Representative designee and a Labor Negotiator from City Labor Relations may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties. If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which the parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the City Director of Labor Relations and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the department's designated officials who need to assist in implementing the agreement. If the grievance is not settled within ten (10) business days of the initial mediation conference date, the City Director of Labor Relations, the

appropriate division head and the appropriate Union Representative or designee shall be so informed by ~~the ADR Coordinator~~OEO.

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

If the grievance is not resolved through mediation, the division head shall convene a meeting within ten (10) business days after receipt of notification that the grievance was not resolved through mediation between the aggrieved employee, Shop Steward and/or Union Representative, together with the division head, section manager, and departmental labor relations officer. The City Director of Labor Relations or designee may attend said meeting. Within ten (10) business days after the meeting, the division head shall forward a reply to the Union.

Without Mediation:

The division head shall convene a meeting within ten (10) business days after receipt of the grievance between the aggrieved employee, Shop Steward and/or Union Representative, together with the division head, section manager, and departmental labor relations officer. The City Director of Labor Relations or designee may attend said meeting. Within ten (10) business days after the meeting, the division head shall forward a reply to the Union.

- 5.6.3 Step 3 - If the contract grievance is not resolved as provided in Step 2, the written contract grievance defined in the same manner as provided in Step 2 shall be forwarded within ten (10) business days after the Step 2 answer to the City Director of Labor Relations with a copy to the appropriate Department Head. The Director of Labor Relations or designee shall investigate the alleged contract grievance and, ~~if deemed appropriate, the Director of Labor Relations or their designee~~ shall convene a meeting between the appropriate parties. The Director of Labor Relations or their designee shall thereafter make a confidential recommendation to the General Manager/Chief Executive Officer who shall, in turn, give the Union an answer in writing fifteen (15) business days after receipt of the contract grievance or the meeting between the parties.

Mediation can be requested at Step 3 in the same manner as outlined in Step 2. The grievance must be filed in the time frame specified in Step 3 and responded to in the time frame specified in Step 3 after receipt of notification from ~~the ADR Coordinator~~OEO that the grievance was not resolved through mediation.

5.6.4 Step 4 - If the grievance is not settled in Step 3, either of the signatory parties to this Agreement may submit the grievance to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations, or the City and the Union may mutually agree to an alternative method to select an arbitrator. Such reference to arbitration shall be made within twenty (20) business days after receipt of the City's answer or failure to answer in Step 3 and shall be accompanied by the following information:

- A. Identification of Section(s) of Agreement allegedly violated;
- B. Nature of alleged violation;
- C. Question(s) which the arbitrator is being asked to decide;
- D. Remedy sought.

Mediation can be requested at Step 4 in the same manner as outlined in Step 2. The grievance must be submitted to binding arbitration within the time frame specified in Step 4 and processed within the time frame specified in Step 4 after receipt of notification from ~~the ADR Coordinator~~OEO that the grievance was not resolved in mediation.

5.7 The parties shall abide by the award made in connection with any arbitrable difference. There shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration.

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

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

5.9 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance, or Law; provided, however, disciplinary action for employees covered by Civil Service may be processed through the grievance procedure; provided, further, an employee covered by this Agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein (with the Union processing the grievance) or pertinent procedures regarding disciplinary appeals under the City Personnel Ordinance, including Civil Service procedures. Under no circumstances may an employee use both the grievance procedure and Personnel Ordinance procedures, including Civil Service procedures, relative to the same disciplinary action. In the event both a contract grievance and a Civil Service Commission Appeal have been filed regarding the same disciplinary action, only upon withdrawal of the Civil Service Commission appeal may the grievance be pursued under this contract grievance procedure.

5.10 ~~Alternative Dispute Resolution (ADR) Office of Employee Ombud (OEO) - The City and the Union encourage the use of the City’s Alternative Dispute Resolution Program or other alternative dispute resolution (ADR) processes OEO to resolve non-contractual workplace conflicts/disputes. Participation in the program or in an ADR process is entirely voluntary and confidential.~~

5.11 ~~Property Interest Discipline Grievance:-~~

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

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

5.10

ARTICLE 6 – WORK STOPPAGE

- 6.1 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. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slowdown, or other interference with City functions. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City; including, but not limited to, the recovery of any financial losses suffered by the City.

ARTICLE 7 – COMPENSATION

- 7.1 The classifications of employees covered by this Agreement and the corresponding rates of pay effective for the term of this Agreement are set forth in the Appendices.
- 7.1.1 For employees covered under this Agreement, Personnel Rules 3.3 (“Manager and Strategic Advisor Pay Program”), as applicable and as modified by this agreement, shall apply, notwithstanding the fact that Personnel Rule 3.3 states that it does not apply to represented employees.
- 7.2 Mileage Allowance - An employee who is required by the City, or receives consent from the employee’s supervisor, to provide a personal automobile for use in City business shall be reimbursed for such use at the current rate per mile recognized as a deductible expense by the United States Internal Revenue Code for a privately-owned automobile used for business purposes.
- 7.2.1 The cents per mile mileage reimbursement rate set forth in Section 7.2 shall be adjusted up or down to reflect the current rate.
- 7.3 Metro Passes - The City shall provide a transit subsidy benefit consistent with SMC 4.20.370.
- 7.3.1 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.
- 7.3.2 Parking Past Practice - The parties acknowledge and affirm that a past practice shall not have been established obligating the City to continue to provide employee parking in an instance where employees were permitted to park on City property at their work location if the City sells the property, builds on existing parking sites, or some other substantial change in circumstance occurs. However, the City shall be obligated to bargain the impacts of such changes.
- 7.3.3 Commuter Trip Reduction Parking Rates - The Commuter Trip Reduction (“CTR”) parking benefit cost to the employee is \$10.00.
- 7.4 Correction of Payroll Errors - In the event it is determined there has been an error in an employee’s paycheck, an underpayment shall be corrected within two pay periods; and, upon written notice, an overpayment shall be corrected as follows:

A. If the overpayment involved only one paycheck:

1. By payroll deductions spread over two pay periods; or
 2. By payments from the employee spread over two pay periods.
- B. If the overpayment involved multiple paychecks, by a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than Twenty-five Dollars (\$25) 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).

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.

7.5 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.

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

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

7.8 Effective January 4, 2025, employees base wages will be increased by hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2022 through June 2023 to 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%).

~~7.5~~ 7.9 Effective January 10, 2026, employees base wages will be increased one hundred percent (100%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bellevue area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the period June 2023 through June 2024 to the period June 2024 through June 2025. However, this percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4.0%). After calculating new base wage for 2026 using the formula above, the base wage will have an additional one-point-zero-percent (1.0%) added, the total not to exceed five percent (5%).

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ARTICLE 8 – HOLIDAYS

8.1 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
Veterans Day	November 11
Thanksgiving Day	_____ Fourth Thursday in November
Day after Thanksgiving	First Friday after Thanksgiving Day
Christmas	December 25
Two Personal Holidays, or	_____ (0 – 9 Years of Service)
Four Personal Holidays	(After Completion of 18, 720 Hours)

8.1.1 Employees who have ~~either:~~

~~A. _____ Completed eighteen thousand seven hundred and twenty (18,720) hours or more on regular pay status, ~~or~~~~

~~B. _____ Are accruing vacation at a rate of .0615 days per hour or greater on or before December 31st of the current year shall receive an additional two (2) personal holidays for a total of four (4) personal holidays to be added to their leave balance on the pay date of the first full pay period in January of the following year.~~

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

8.3 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.

8.4 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.

- 8.5 Holidays falling on a Saturday or a 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 on 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.
- 8.6 New employees shall be entitled to use the personal holidays as referenced in Section 8.1 of this Article during the calendar year of hire.
- 8.7 Employees may take their personal holidays at any time with supervisory approval.
- 8.8 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 9 – LEAVES AND VEBA

- 9.1 Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 9.3 for each hour on regular pay status as shown on the payroll, pro-rated for part-time employees.
- 9.2 "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.
- 9.3 ~~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 0460	08320	0 through 4	1	(96)	192
08321 through 0577	18720	5 through 9	2)	256
18721 through 0615	29120	10 through 14	1	(12)	288
29121 through 0692	39520	15 through 19	5	(12)	320
39521 through 0769	41600	20 through 24	4	8)	336
41601 through 0807	43680	25 through 29	1	(14)	352
		30 through 34	6	4)	368
		35 through 39	1	(16)	384
		40 through 44	9	0)	400
		45 through 49	1	(16)	416
		50 through 54	8	(16)	432
		55 through 59	1	8)	448

43681 through 45760	21	2	(17)	464
0846	22	2	6)	480
45761 through 47840	23	0	(18)	
0885	24	4)		
47841 through 49920	25	2	(19)	
0923	26	1	2)	
49921 through 52000	27	(20)		
0961	28	2	0)	
52001 through 54080	29	2	(20)	
1000	30	8)		
54081 through 56160	2	(21)		
1038	3	6)		
56161 through 58240	2	(22)		
1076	2	4)		
58241 through 60320	4	(23)		
1115	2)			
60321 and over 1153	2	(24)		
	5	0)		
		2		
		6		
		2		
		7		
		2		
		8		
		2		
		9		
		3		
		0		

9.3 ~~Effective sixty (60) calendar days after full ratification of this replacement contract, the above table shall be superseded and replaced with the following vacation accrual rate table:~~

<u>Accrual Years/Hours</u>	<u>Vacation Days</u>	<u>Hours per Year</u>	<u>Maximum Hours</u>
<u>Year 0-3 / 0 - 6, 240</u>	<u>12</u>	<u>96</u>	<u>192</u>
<u>Year 4-7 / 6,241 - 14,560</u>	<u>16</u>	<u>128</u>	<u>256</u>
<u>Year 8-13 / 14,561 - 27,040</u>	<u>20</u>	<u>160</u>	<u>320</u>

-	<u>Year 14-18 / 27,041 - 37,440</u>	<u>23</u>	<u>184</u>	<u>368</u>
-	<u>Year 19 / 37,440 - 39,520</u>	<u>24</u>	<u>192</u>	<u>384</u>
-	<u>Year 20 / 39,521 - 41,600</u>	<u>25</u>	<u>200</u>	<u>400</u>
-	<u>Year 21 / 41,601 – 43,680</u>	<u>26</u>	<u>208</u>	<u>416</u>
-	<u>Year 22 / 43,681 – 45,760</u>	<u>27</u>	<u>216</u>	<u>432</u>
-	<u>Year 23 / 45,761 – 47,840</u>	<u>28</u>	<u>224</u>	<u>448</u>
-	<u>Year 24 / 47,841 – 49,920</u>	<u>29</u>	<u>232</u>	<u>464</u>
-	<u>Year 25+ - 49,921+</u>	<u>30</u>	<u>240</u>	<u>480</u>

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- 9.4 An employee who is eligible for vacation benefits shall accrue vacation from the date of entering City service or the date upon which they became eligible and may accumulate a vacation balance which shall never exceed at any time two (2) times the number of annual vacation hours for which the employee is currently eligible. Accrual and accumulation of vacation time shall cease at the time an employee's vacation balance reaches the maximum balance allowed and shall not resume until the employee's vacation balance is below the maximum allowed.
- 9.5 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 their maximum allowance, the appointing authority, or their 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.
- 9.6 An employee who is receiving disability compensation pursuant to SMC Chapter 4.44 continues to accrue vacation and may exceed their maximum allowance until the employee ceases to receive such compensation. If the employee does not return to work when their disability compensation eligibility ends, they shall run out their vacation balance. If the employee returns to regular pay status with a vacation balance that exceeds the maximum allowance, they shall have three (3) months from the date of return to reduce the balance, during which time they shall continue to accrue vacation.
- 9.7 The minimum vacation allowance to be taken by an employee shall be four (4) hours.
- 9.8 An employee who leaves the City service for any reason shall be paid in a lump sum for any unused vacation they had previously accrued.
- 9.9 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.

9.10 Where an employee has exhausted their sick leave balance, the employee may use vacation for further leave for medical reasons, subject to verification by the employee’s medical care provider and approval of the appointing authority or their 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.

9.11 The designated Management representative shall arrange vacation time for employees on such schedules as will least interfere with the functions of the work unit, but which accommodates the desires of the employee to the greatest degree feasible.

9.12 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.

9.13 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 (32) 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.

9.14 Merit Leave

A. At their sole discretion, 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 their length of service in a given year. Part-time employees may be granted up to their prorated maximum regardless of their 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.

9.15 Occasional Absences of Fewer than Four Hours ÷ The City considers all classifications set forth in Appendix A to be FLSA exempt salaried positions. Eligible salaried employees shall fulfill their professional responsibilities with no expectation of overtime compensation. The appointing authority shall allow them discretion in structuring their workday to ensure that they can fulfill those responsibilities. Eligible salaried employees shall not be required to use their paid leave balances for occasional absences of four hours or less during a work day, and shall be paid their regular salaries despite such absences. Eligible salaried employees shall notify their supervisors in advance of such absences and shall schedule such absences to cause the least impact on their work units. Such absences shall not interfere with the employee's ability to produce their expected work outcomes.

9.16 Post Retirement VEBA - Each bargaining unit will conduct a vote to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) to provide post-retirement medical expense benefits to members who retire from City service.

9.16.1 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; or
 4. 30 years of service and are any age

- B. The City will provide each bargaining unit with a list of its members who are expected to meet any of the criteria in paragraph A above as of December 31, 2022.

- C. If the members of the bargaining unit who have met the criteria described in Paragraph A above vote to require VEBA contributions from unused paid time off, then all members of the bargaining unit who are eligible to retire and those who become eligible during the life cycle of this contract shall, as elected by the voting members of the bargaining unit:
 - 1. Contribute 35% of their unused sick leave balance into the VEBA upon retirement; or
 - 2. Contribute 50% of their unused vacation leave balance into the VEBA upon retirement; or
 - 3. Contribute both 35% of their unused sick leave balance and 50% of their unused vacation leave balance upon retirement

- D. 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.

- E. 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.

9.16.2 -Active VEBA

Contributions from Employee Wages (all regular employees who are part of the bargaining unit)

Each bargaining unit will conduct a vote for all regular employees, as defined in the City’s employer personnel manual, to determine whether to participate in a Health Reimbursement Account (HRA) Voluntary Employee Benefits Association (VEBA) for active employees to participate in an Active VEBA. Once they begin participating in the VEBA, employees may file claims for eligible expenses as provided under the terms of the VEBA.

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

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

9.16.3 Allocation of Responsibility - 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.

ARTICLE 10 – SICK LEAVE, LEAVES OF ABSENCE, AND
INDUSTRIAL INJURY INSURANCE

- 10.1 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.
- 10.2 Employees may accumulate sick leave with no maximum balance. An employee may use accumulated sick leave if they must be absent from work because of:
- A. A personal illness, injury or medical disability incapacitating the employee for the performance of their 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 their 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 49.46.210 with a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care, or as otherwise required by Chapter 14.16 and other applicable laws such as RCW 49.46.210; or
 - C. 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 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.
 - D. 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.
 - F. The non-medical care of a dependent child placed with the employee or the employee's spouse or domestic partner for purposes of adoption, including any time away from work prior to or following placement of the child to satisfy legal or regulatory requirements for the adoption.
 - G. Sick leave used for the purposes contemplated by Sections 10.2D and 10.2.F must end before the first anniversary of the child's birth or placement.
 - H. Abuse of paid sick leave or use of paid sick leave not for an authorized purpose may result in denial of sick leave payment and/or shall be grounds for discipline up to and including dismissal in accordance with Article 4 of this collective bargaining agreement.
- 10.3 An employee may use accumulated sick leave in order to provide non-medical care to the newborn child of the employee or their 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.
- 10.4 An employee may request use of accumulated sick leave for the non-medical care of a dependent child placed with the employee or their 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.
- 10.5 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 10.3, 10.4 and 10.5;
 - D. Obtains such medical treatment as is necessary to hasten their 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.

E. ———

- 10.6 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 4 of this Agreement.
- 10.7 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 their 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.
- 10.8 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.
- 10.9 Return-to-Work Verification: - An employee returning to work after an absence of more than four (4) consecutive days requiring sick leave, may be required to provide certification from their health care provider that the employee is able to perform the essential functions of the job with or without accommodation.
- 10.10 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. Their 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.
- 10.11 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.
- 10.12 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 their former unused sick leave credits restored upon return to a position that is covered under the sick leave plan.
- 10.13 An employee who has been granted a sabbatical leave may elect to take a lump sum cash-out of any or all of their unused sick leave balance in excess of two hundred and forty (240) hours at the rate of one (1) hour's pay for every four (4) hours of accumulated and unused sick leave. The employee forfeits all four (4) hours exchanged

for each one (1) hour of pay. The employee must exercise this option at the beginning of their sabbatical leave.

10.14 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.

10.15 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 7.7.9.

10.16 Shared Sick Leave Pool - ÷: The City will standardized the current sick leave transfer (“donation”) program across all City departments through the following actions:

- Standardization of:
 - Forms
 - Processing templates
 - FAQs
 - Interdepartmental donation of sick leave
- Anonymizing sick leave requests for potential recipients
- Anonymizing sick leave donations from contributors

The intent of the program is to create a mandatory and uniform system that will function across departments as the established protocol for all sick leave donation requests and donations. The City agrees to perform this standardization using a Labor-Management Committee (“LMC”) meeting, which will work in consultation with appropriate subject matter experts (“SMEs”), including but not limited to Seattle Human Resources, FAS Citywide Payroll and Business Systems, ITD HRIS and Race and Social Justice SMEs. The City further agrees to convene the LMC no later than 90 days from execution of this Agreement and to meet no less than monthly on the standardization process beginning in the month following the initial convening of the LMC.

10.17 SPFML Top-Up: - Employees receiving SPFML may use any of their accrued paid and/or granted leave (“leave”) to supplement the SPFML benefit payment, up to 100% of their weekly salary paid by the City of Seattle. The use of such leave to augment the SPFML benefit shall be called “supplemental leave pay.” Use of Leave by an employee to supplement SPFML is strictly voluntary. The City cannot require an employee to use accrued Leave to supplement SPFML benefits.

10.17.1 —Supplemental Leave Pay Utilization Process

A. Leave for the purposes of this proposal, is defined as all accrued and/or granted leave as set forth and defined in the City of Seattle Municipal Code Title 4 (Personnel) Sections 4.24 through 4.34 (vacation, sick leave, floating, merit, comp time, executive, etc.).

B.- Supplemental leave pay may be accessed starting the first pay period after the City has received the final SPFML claim determination notice from the Washington State Employment Security Department (“ESD”).

C.— Supplemental Leave Supplemental leave can be used by employees based on the date range signified in the SPFML eligibility letter. For instances in which that date has passed, employees can submit time sheet correction requests to add the use of supplemental leave, as defined above. No time sheet corrections or reactivity shall be applied to any date or SPFML prior to the execution of this Agreement.

D.— The use of supplemental leave to “top-up” an employee’s SPFML benefit shall not exceed the amount of accrued and/or granted leave the employee has available in their balances.

E.— The use of accrued and/or granted paid leave to supplement the SPFML benefit will be available in 15 minute increments, except for when the accrued and/or granted paid Leave the employee requests to be used to supplement the SPFML must be used in full day increments as specified by a given collective bargaining agreement or by City code or Personnel rules (e.g. personal holidays), and then shall be only available in full-day increments.

F.— An employee must have already accrued the paid/granted leave they seek to use for the pay period in which they seek to use it.

G.— It is the employee’s responsibility for determining whether they have the accrued/ and/or granted leave they seek to use in a given pay period to supplement the SPFML.

10.1~~86~~ 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.

10.1~~97~~ 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 10.18.A.
- 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 10.18.A. 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 10.18.A.
 - 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 10.18.B.
 - J. The afore-referenced disability compensation shall be understood to be in lieu of State Industrial Insurance Compensation and Medical Aid.
 - K. Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.
- 10.2018 Bereavement/Funeral Leave ~~:-~~ All employees covered by this Agreement are allowed forty (40) hours off without salary deduction for bereavement purposes in the event of the death of any relative. Bereavement leave may be used in full day increments or increments of one (1) hour, at the employee's discretion. Bereavement leave must be used within one (1) year; employees may submit for exceptions to this within thirty (30) days (requests that come in after the 30 days will be considered) of the death if they know they will need longer than one (1) year to use leave for that event. This benefit is prorated for less-than-full time employees. For purposes of this Section, "relative" is defined as any person related to the employee by blood, marriage, adoption, fostering, guardianship, in loco parentis, or domestic partnership. Regular employees covered by this Agreement shall be allowed five (5) days off without salary deduction for bereavement purposes in the event of the death of any close relative. In like circumstances and upon like application the appointing authority or 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 employee's spouse/domestic partner, or the child, parent, sibling, grandparent or grandchild of the employee or the employee's spouse/domestic partner, or legal guardian, ward or any person over whom the employee or employee's spouse/domestic partner has legal custody, and the term "relative other than a close relative" shall mean the cousin, parent's sibling, parent's sibling's child, spouse or domestic partner of a sibling, child, or grandchild.~~

10.2119 Sabbatical Leave: Regular employees covered by this Agreement shall be eligible for sabbatical leave under the terms of Personnel Rule 7.4.

10.220 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.

10.231 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.

10.242 Family and Medical Leave: Employees who meet the eligibility requirements of the Seattle Municipal Code, Chapter 4.26, "Family and Medical Leave," or the federal Family and Medical Leave Act, may take leave to care for themselves and qualified dependents.

10.253 Emergency Leave - One (1) day leave per Agreement year without loss of pay may be taken with the approval of the employee's supervisor and/or 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 when it is necessary that the employee be off work in the event of an unforeseen occurrence with respect to the employee's household 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.

10.246 Incorporate by reference application of SMC 4.29, Paid Family Care Leave, which includes “Bea’s Law”.

~~10.25 The City agrees to a reopener on Sick Leave Donation and “Top up SPFML” consistent with the MOU signed by unions membership to the Coalition of City Unions.~~

10.276 Union Leave :- Upon written request, a regular employee elected or appointed to a Union office that requires all of their time will be given a leave of absence without pay from work, not to exceed one (1) year, with approval of the appointing authority based on the business needs of the department. The appointing authority will respond to such requests in writing within fourteen (14) calendar days. Should the appointing authority reject a request for Union Leave, the written response will include an explanation of the business need for the denial. Requests for Union Leave will not be unreasonably denied.

10.276.1 —Leave may not be approved for more than one (1) employee at a time per Department. To be eligible for union leave under this provision, the employee must not currently be serving a probation or trial service.

10.276.2 —A regular employee designated by the Union to serve on official union business that requires a part of their time will be given a leave of absence without pay from work, provided it can be done without detriment to City services and at least forty-eight (48) hours written notice is given to the Director. The employee will not suffer a loss of bargaining unit seniority rights and will accumulate the same during such leave.

10.267.3 —The parties agree that at the City’s sole discretion, the leave may be terminated in the event of layoff. The City will provide one month notice before recalling an employee. The parties further agree that the City may at its sole discretion hire term limited temporary employees to backfill for the absent employee.

ARTICLE 11 – HEALTH CARE, DENTAL CARE, LONG-TERM DISABILITY,
AND LIFE
INSURANCE

- 11.1 The City shall provide medical, dental, and vision plans (with Kaiser Standard, Kaiser Deductible, Aetna Traditional, Aetna Preventive and Delta Dental of Washington as self-insured plans, and Dental Health Services, and Vision Services Plan) for all regular employees (and eligible dependents) represented by Unions that are a party to the Memorandum of Agreement established to govern the plans. The selection, addition, and/or elimination of medical, dental, and vision benefit plans, and changes to such plans shall be established through the Labor/Management Health Care Committee in accordance with the provisions of the Memorandum of Agreement established to govern the functioning of said Committee.
- A. An employee may choose, when first eligible for medical benefits or during the scheduled open enrollment periods, the plans referenced in 11.1 or similar programs as determined by the Labor-Management Health Care Committee.
- 11.1.1 The City shall pay up to one hundred seven percent (107%) of the average employee’s monthly 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.
- 11.1.2 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.
- 11.1.3 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).
- 11.1.4 Employees who have worked on average 20 hours per week as determined by the City shall be offered medical benefits per the Affordable Care Act.
- 11.1.5 During the term of this agreement, the City may open negotiations on impacts associated with the Affordable Care Act.
- 11.2 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 per 11.2.1 below.

- 11.2.1 Commencing with the signing of this Agreement, future premium rebates shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of employees participating in the Group Term Life Insurance Plan in terms of benefit improvements to pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.
- 11.2.2 The City will offer an option for employees to purchase additional life insurance coverage for themselves and/or their families.
- 11.3 Long-Term Disability - The City shall 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 Six Hundred Sixty-seven Dollars (\$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.
 - 11.3.1 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.
 - 11.3.2 The maximum monthly premium cost to the City shall be no more than the monthly premium rates established for calendar year 2019 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.
- 11.4 Long-Term Care - The City may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.
- 11.5 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.

- 11.6 Labor-Management Health Care Committee - Effective January 1, 1999, a Labor Management Health Care Committee shall be established by the parties. This Committee shall be responsible for governing the medical, dental, and vision benefits for all regular employees represented by Unions that are subject to the relevant Memorandum of Agreement. This Committee shall decide whether to administer other City-provided insurance benefits.

ARTICLE 12 – SAFETY STANDARDS

- 12.1 All work shall be done in a competent manner and in accordance with the State of Washington Safety Codes, the City’s Safety Rules and Policies, and SPU’s Safety Rules and Policies.
- 12.2 Upon request of the Union, the Department shall provide notice of the safety committees in which members of the bargaining unit(s) are represented and the regularly scheduled meeting dates of such committees.
- 12.2.1 Safety Committee – Affected Unions 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.
- 12.3 Personal Protective Equipment – Employees covered by this Agreement will be provided personal protective equipment (“PPE”) as required by any Federal, State, City or Seattle Public Utilities policy or rule and such equipment shall be provided by the City at no cost to the employee.
- 12.4 Citywide Health and Safety Committee - The Employer and the Coalition of City Unions (“CCU”) shall form a City-wide health and safety committee member unions shall appoint no more than ten (10) members of the committee. The Employer shall appoint a maximum of 10 members to the committee. The committee shall convene at least quarterly. The Parties may meet more frequently by mutual agreement.
- 12.5 Departmental Health and Safety Committee - Each City department will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees. Where there is need, safety committees may also be formed at division levels, and/or unit levels, however these shall not replace the departmental safety committee. When setting up safety committee elections, a department will notify the unions represented at that location and the union shall have 14 days to provide the City with a list of union appointed members proportionate to their representation at the location. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate Appointing Authority for review and action, as necessary. The Appointing Authority or designee will report follow-up action/information to the Safety Committee.

- 12.6 Employee Workplace Safety - The City shall make reasonable efforts to provide an environment free from violence, harassment and other hazardous conditions. When the Union or employee(s) report a hazardous condition in the City operated workplace, the City shall conduct a risk assessment to identify potential hazards and make efforts to mitigate any findings. Both the risk assessment and mitigation plan will be shared with the impacted labor Unions.
- 12.7 Recognizing the health and safety impacts of climate change to workers and the community - City Departments shall follow OSHA/WISHA guidelines and recommendations in order to create written worksite safety plans to prevent heat-related illness and ensure emergency preparedness for employees in the event of extreme outdoor heat.
- 12.8 Ergonomic Assessments - At the request of an employee, the Employer will ensure that an ergonomic assessment of the employee's workplace is completed in City facilities. Solutions to identified issues/concerns will be implemented within available resources.
- 12.9 Air Quality Assessments - Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with the safety committee section above.
- 12.10 Pandemic Health and Safety - The City will follow guidelines as set by the CDC and local Public Health entities- with regard to any pandemic or disease outbreak.

ARTICLE 13 – WORK OUTSIDE OF CLASSIFICATION ASSIGNMENTS AND
TEMPORARY EMPLOYEE ASSIGNMENTS
ARTICLE 13 – WORK OUTSIDE OF CLASSIFICATION ASSIGNMENTS AND
TEMPORARY EMPLOYEE ASSIGNMENTS

- 13.1 Work out of class is a management tool, the purpose of which is to complete essential public services whenever an employee is assigned by proper authority to perform the normal, ongoing duties of and accept responsibility of a position. When the duties of a higher-paid position are clearly outside the scope of an employee’s regular classification for a period of three (3) hours or longer in any one (1) work week, the employee shall be paid at the out-of-class rate while performing such duties and accepting such responsibility. The out-of-class rate shall be determined in the same manner as for promotion and shall be paid for only actual hours worked. “Proper authority” shall be a supervisor who has been designated the authority by a manager or director directly above the position that is being filled out of class and who has budget management authority of the work unit. The City has the sole authority to direct its supervisors as to when to assign employees to a higher class. Employees must meet the minimum qualifications of the higher class and must have demonstrated or be able to demonstrate their ability to perform the duties of the class. The City may work employees out of class across bargaining unit jurisdictions for a period not to exceed six (6) continuous months for any one position. The six (6) month period may be exceeded under the following circumstances: (1) when a hiring freeze exists and vacancies cannot be filled; (2) extended industrial or off-the-job injury or disability; (3) when a position is scheduled for abrogation; or (4) a position is encumbered (an assignment in lieu of a layoff; e.g., with the renovation of the Seattle Center Coliseum). 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 that represent the employee who is so assigned and/or the body of work that is being performed on an out-of-class basis. After nine (9) months, the Union that represents the body of work being worked out of class must concur with any additional extension of the assignment. The Union that represents the body of work will consider all requests on a good-faith basis.
- 13.2 The practice of no out-of-class pay for paid leave will continue except that any sick leave taken in lieu of working a scheduled out-of-class assignment, regardless of the length of the 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 12 months of the out-of-class assignment.

13.3 Temporary Employee Assignments - A temporary assignment is defined as one of the following:

- A. Position Vacancy - An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position that is temporarily vacant and has no incumbent.
- B. Incumbent Absence - An interim assignment for up to one (1) year to perform work associated with a regularly budgeted position when the incumbent is temporarily absent.
- C. Less than Half-time Assignment - For seasonal, on-call, intermittent or regularly scheduled work that may be ongoing or recur from year to year but does not exceed one thousand forty (1,040) hours per year except as provided by Personnel Rule 11.
- D. Short-term Assignment - An assignment of up to one (1) year to perform work in response to emergency or unplanned needs such as peak workload, special project, or other short-term work that does not recur and does not continue from year to year.
- E. Term-limited Assignment - An assignment to perform time-limited work of more than one (1) but not more than three (3) years for:
 - 1. Special time-limited project work that is clearly outside the routine work performed in the department and that requires skills and qualifications that are not typically used by the department; or
 - 2. Replacement of a regularly appointed employee who is assigned to special term- limited project work.
 - 3. Replacement of a regularly appointed employee whose absence of longer than one (1) year is due to disability time loss, military leave of absence, or authorized leave of absence for medical reasons.

13.4 Temporary employees covered by this Agreement are eligible to apply for all positions advertised internally.

13.5 Cumulative sick leave with pay computed at the same rate and with all benefits and conditions required by Ordinance 123698, Seattle Municipal Code Chapter 14.16 and other applicable laws, such as RCW 49.46.210 shall be granted to all temporary employees not eligible for fringe benefits pursuant to Seattle Municipal Code subsection 4.20.055(C).

- 13.6 Temporary employees shall be exempt from all provisions of this Agreement except this Section, Section 10.23 for those temporary employees who are receiving benefits; Article 3; [Article 10.18](#); Article 14; Article 20; Article 22 and Appendix A; and Article 5, Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure for purposes of adjudicating grievances relating to Sections identified within this Section. Where the provisions in Personnel Rule 11 do not conflict with the expressed provisions of this Agreement, the Personnel Rule 11 shall apply and be subject to the grievance procedure as provided for in Article 5.
- 13.7 The City may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upward into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the City shall discuss the program(s) with the appropriate Union or Unions and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.
- 13.8 ~~A.~~ The City and the Union agree that training and employee career development can be beneficial to both the City and the affected employee. Training, career development, and educational needs may be identified by the City, by employees, and by the Union. The City shall provide legally-required and City-mandated training. Other available training resources shall be allocated in the following order: business needs and career development. The parties recognize that employees are integral partners in managing their career development.

ARTICLE 14 – LABOR-MANAGEMENT COMMITTEE

- 14.1 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.
- 14.2 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 the Joint Labor-Management Committee process before pursuing other statutory or contractual options.

ARTICLE 15 – GENERAL CONDITIONS

15.1 Unless otherwise stipulated in this Agreement, terms shall have the meaning given to them in the Personnel Rules.

15.2 Ethics and Elections Commission – Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement, and, as such, are not subject to the Grievance Procedure contained within this Agreement. Records of any fines imposed or monetary settlements shall not be included in the employee’s personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

In the event the Employer acts on a recommendation by the Commission to discipline an employee, the employee’s contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee’s personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

15.3 Disciplinary action for employees who are covered by Civil Service shall be governed by Personnel Rule 1.3.

15.4 The City agrees to reopen this Agreement if it passes legislation related to the calculation of service credit.

15.5 Language Premium – Effective upon ratification of this Agreement by both parties, Employees assigned to perform bilingual, interpretive and/or translation services for the City shall receive a \$200.00 per month premium pay. The City shall ensure employees providing language access services are independently evaluated and approved. The City may review the assignment annually and may terminate the assignment at any time.

15.6 No later than sixty (60) days after the full ratification of this Agreement, the Parties agree to initiate interest-based bargaining (IBB) on the subject of Change Team co-lead compensation, workload balance, and workplace protections. The Parties further agree that both the Director of Human Resources or designee, equal numbers of management and labor representatives and up to six (6) members of department Change Teams will be members of the IBB negotiation team. Upon completion of IBB, the Parties may agree by mutual consent to reopen this Agreement to incorporate agreed upon language. The Parties acknowledge that any new or modified language developed in IBB may

need parameter approval from the LRPC and adoption by the Seattle City Council in order to be enforceable.

15.7 Dependent Care Task Force - The City and the Coalition of City Unions recognize a common interest in supporting employees by increasing access to safe, affordable, and quality dependent care services.

To meet this interest, the Parties will convene a joint Task Force to study options for a possible child and dependent care benefit program, including the possibility of a multi-employer dependent care voucher program. The joint Task Force shall be made up of equal numbers of labor representatives and representatives of the City.

The Task Force assessment should include an analysis of the need for dependent care by City employees, affordability, quality, location of child and adult care providers, and the administrative infrastructure needed to oversee the program. The assessment should also include an analysis of the costs and benefits of a dependent care benefit program and possible revenue sources such as the potential excess Health Insurance Rate Stabilization Fund. By mutual agreement, the Task Force may consult with outside experts to help with the assessment.

The Task Force shall provide a written report, with its analysis and recommendations, no later than end of year 2024.

15.8 Encampment Clean-Up Safety and Compensation - The Parties agree to examine the City's safety protocols and encampment premium as each relates to homeless encampment clean-up. During the term of this Agreement, the City and impacted Coalition unions agree to meet and discuss existing practices and to consider potential improvements to the existing safety protocols and encampment premium. Should the Parties reach Agreement in principle on any changes to the safety protocols, the City agrees, subject to the approval of the City Council and the Mayor, to reduce such agreement to writing.

~~15.6 Remote Work — Employees may request, and the appointing authority may approve remote work arrangements consistent with Personnel Rule 9.2. The request process shall be interactive between the employee and the appointing authority or designee. In most cases, remote work shall be voluntary and mutually agreeable between an employee and their supervisor. The City may also occasionally need to call remotely working employees back to a City worksite. Management maintains the right to determine and approve remote work.~~

~~Remote work is an arrangement where employees complete their job duties at a location other than a City worksite. The City supports and allows remote work for eligible employees to achieve the following goals:~~

- ~~A) Increase operational flexibility and resilience,~~
- ~~B) Reduce traffic congestion and climate impacts, and~~
- ~~C) Recruit and retain a talented and diverse workforce~~

~~The location of the remote work may serve as the basis of a denial if there is an prompt business need that cannot be met from the requested location.~~

~~Negative performance reviews and/or employee disciplinary history may not be the sole considered as a basis for denial unless the City has documented a nexus between the performance/discipline and the remote work request.~~

~~The parties recognize that business and/or employee needs arise that may necessitate a temporary deviation from an approved remoted work arrangement, the City or employee shall provide as much advance notice as possible, alternative deviations may be considered and such deviations, whenever possible, should be infrequent. The terms and conditions of individual remote work agreements shall be set forth in completed and signed remote work agreements with a copy provided to the Union.~~

~~Any disputes of this section shall not be subject to the grievance procedure and will be handled through the Labor Management Committee.~~

ARTICLE 16 – RETIREMENT

- 16.1 Pursuant to Ordinance No. 78444, as amended, all eligible employees shall be covered by the Seattle City Employees Retirement System.

ARTICLE 17 – SUBORDINATION OF AGREEMENT

- 17.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable federal law, state law, and the City Charter. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said federal law, state law, or City Charter are paramount and shall prevail.
- 17.2 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 18 – SAVINGS CLAUSE

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

ARTICLE 19 – ENTIRE AGREEMENT

- 19.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.
- 19.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 20 – NONDISCRIMINATION

- 20.1- The City and the Union shall not unlawfully discriminate against any employee by reason of race, color, creed, age, color, sex, gender identity, gender expression, genetic information, national origin, religious belief, marital status, sexual orientation, political ideology, ancestry or the presence of any sensory, status as a disabled veteran, a Vietnam era veteran or other covered veteran, mental or physical handicap disability unless based on a bona fide occupational qualification reasonably necessary to the operations of the City. The parties agree nothing in this Agreement shall serve to prevent a job placement or other reasonable accommodation as may be made pursuant to state or federal law for prevention of discrimination on the basis of disability.
- 20.2 Allegations of discrimination shall be a proper subject for the grievance procedure; provided, however, the matter may not be pursued through arbitration (Step 4) if a complaint has been filed and is being pursued with a local government, state, or federal human rights or EEO agency.

ARTICLE 21- – TERM OF AGREEMENT

- 21.1 This Agreement shall become effective upon signature and shall remain in effect through December 31, 202~~6~~². Written notice must be served by both parties of their intent to terminate or modify this Agreement at least ninety (90) but not more than one hundred and twenty (120) days prior to December 31, 202~~6~~². Any modifications requested by either party shall be presented at the parties' first meeting, and any modifications requested at a later date shall not be subject to negotiations, unless mutually agreed upon by both parties.
- 21.2 Race and Social Justice Initiative (RSJI) - 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 RSJI efforts.
- 21.3 For the duration of this Agreement, the City and the Union agree to enter into bargaining on impacts associated the Union agrees to open negotiations to revisions made to the Affordable Care Act (ACA).

ARTICLE 22 – TELECOMMUTING

22.1 Nothing in this Article abridges the Employer’s rights enumerated within this Agreement.

22.2 Telecommuting is an arrangement in which an employee's job duties may be performed at an alternative worksite, such as the employee's residence or a satellite office located closer to the employee's residence than the primary worksite where the employee is regularly assigned.

22.3 Telecommuting is recognized by the City and its employees as a practical, feasible and durable work alternative when it benefits the City of Seattle in one (1) or more of the following ways:

A. Maintains and enhances the delivery and resilience of City services;

B. Improves employee effectiveness, productivity and morale;

C. Maximizes utilization of City of Seattle office facilities;

D. Reduces absenteeism;

E. Promotes employee health and wellness, including ergonomic health;

F. Improves employee recruitment and retention;

G. Improves air quality and reduce traffic congestion;

H. Enhances the working life and opportunities of persons with disabilities; and

I. Other reasons as defined by the appointing authority.

22.4 Telecommuting Agreement – Telecommuting is encouraged but not mandated for employees, including temporary employees. Each bargaining unit member will have the opportunity to request a telecommuting agreement. The bargaining unit member must submit the request in writing to the City.

The City and the bargaining unit member will evaluate the feasibility of a request through an interactive process consistent with Personnel Rule 9.2 -Telecommuting. The City will consider all information provided by the bargaining unit member, including but not limited to health and safety, childcare, elder care and other family care, equity and transportation needs when making a decision on whether to grant a request.

When reporting to a primary worksite is required by an “in-office” weekly minimum policy, four hours work shall constitute an “in office” shift and the minimums may be met based on an average within a pay period. “In office” will include field work such as, but not limited to, inspections, public meetings, trainings, events and work at City

designated facilities, provided the employee is in paid status and performing work on behalf of the City.

The employee shall report to the employing unit's primary worksite for public-facing services when so directed. The employee shall take reasonable precautions to protect City owned equipment, if any, from theft, damage, or misuse. It remains the employer's responsibility to insure equipment used for approved telecommuting purposes.

The decision ~~of~~ whether or not to grant a telecommuting agreement must be ~~stated~~ in writing and must include the reason(s) for the denial or approval, and provided to the employee. Supervisors will add information about telecommuting agreement eligibility to position descriptions and job postings. Working relationship between supervisor and employee, negative performance reviews and/or employee disciplinary history unrelated to telecommuting may not be considered as the sole basis for denial of a telecommuting agreement request unless the City has documented a nexus between the performance/discipline and the remote work request.

Denied telecommuting agreement requests will be reported to the Union. The bargaining unit member will have the opportunity to request a reconsideration of a denial to the Appointing Authority or designee.

22.5 Changes to Agreed Telecommuting Agreements – Bargaining unit members approved for telecommuting acknowledge and recognize that business and/or employee needs arise that may necessitate a temporary deviation from an approved telecommuting agreement. The City or employee shall provide as much advance notice as possible. Alternative deviations may be considered and such deviations, whenever possible, should be infrequent.

- The terms and conditions of individual telecommuting agreement shall be set forth in completed and signed remote work agreements with a copy provided to the Union.

22.65 The City or the bargaining unit member may initiate a telecommuting agreement, in writing, with a minimum advance notice of thirty (30) calendar days. When the City terminates a Telecommuting Agreement, the employee must receive written notification stating the reason(s) for the termination. Upon receiving written notification of termination, the employee may appeal the termination of the schedule to the department head. The employee may have a union representation during an appeal meeting.

ARTICLE 232 – PAY EQUITY

232.1 Base Pay Adjustments (BPA) - SPU's General Manager/Chief Executive Officer is responsible for ensuring that Strategic Advisor and Manager base salary and adjustments are set following consistent criteria and processes. The SPU General Manager/Chief Executive Officer shall have the discretion to adjust employee base pay within the minimum and maximum range of the employee's pay title.

232.1.1 Upon ratification, the SPU General Manager/Chief Executive Officer, will review all Strategic Advisor and Manager salaries based on quantifiable and quantitative data including but not limited to years of service; historical inequities; and salary inversion and compression related to when supervisors earn less than or close to direct reports. Employees shall have the opportunity to provide input into their adjustment. Parties shall have 90 days to complete the process after legislation and the employee input period; increases shall be retroactive to the date of ratification.

232.1.2 Thereafter annually within the first 90 days of each calendar year, the General Manager, in consultation with each individuals' supervisor and chain of command, shall conduct an annual evaluation of all Strategic Advisor and Manager salaries. The intent of this evaluation is to make equitable any increases to employee base pay as determined by the following criteria.

1. Years of service in the current classification at City of Seattle;
2. Changed scope of work/responsibilities;
3. Number of staff supervised;
4. Meeting or exceeding Performance Expectations;
5. Salary inversion and compression
6. Comparable salaries of other - employees in the same classification with similar responsibilities within City of Seattle .

Each employee's adjustment rate will be based on all of the above criteria, will vary between employees and will be adjusted with consideration given to the internal equity balance of the department as a whole. No employee should receive a base pay adjustment (BPA) that would cause the salary to go above the top of the respective pay band. The effective date of any pay adjustments will be the first pay period of the calendar year.

The results of the annual evaluation shall be communicated to each employee at the end of the 90 day period.

232.2 SPU Local 21SP Pay Equity Labor-Management Committee - Within one (1) month of ratification of this Agreement, the parties agree to establish a Labor Management Committee (LMC) which shall be authorized, consistent with applicable laws and the

terms of this Agreement. The role of the LMC is to establish commitment, mutual trust, and mutual respect and jointly interpret, apply, and resolve issues affecting pay equity. The appointing authority will provide to the SPU Local 21SP-SPUHR Labor Management Committee (Article 14) an annual report at the end of first quarter of the calendar year on the resulting any salary adjustments from the current year.

232.2.1 The Pay Equity LMC will meet quarterly unless the parties agree to change the schedule. The parties will develop its charter, ground rules and other processes and procedures necessary for conducting the Pay Equity LMC meetings. Initial topics for Strategic Advisors and Managers shall be prioritized and include but not be limited to:

- Evaluate the criteria used for annual adjustments
- Salary placement for new and existing Strategic Advisors and Managers
- Performance evaluation and relationship to salary setting and salary adjustment
- Salary Inversion and Compression issues
- Administration of Merit Leave

232.2.2 Each party has the authority to select and determine the number of representatives not to exceed ten (10) people, including four (4) from the Union and four (4) from the City/SPU Management, the SPU Human Resource Director, and Labor Relations. Supervisors or other parties may be invited to participate as appropriate.

APPENDIX A – STRATEGIC ADVISORS AND MANAGERS Annual Wage
Adjustments WAGE TABLES Related to 2021 and 2022

A-1 Effective upon ratification the minimum and maximum hourly wage range of the Strategic Advisor classifications shall be as follows:

For year 2023:

	<u>Minimum</u>	<u>Maximum</u>
<u>Strategic Advisor 1</u>	<u>46.08</u>	<u>69.12</u>
<u>Strategic Advisor 2</u>	<u>50.24</u>	<u>75.39</u>
<u>Strategic Advisor 3</u>	<u>54.98</u>	<u>82.46</u>
<u>Managers 1</u>	<u>46.08</u>	<u>69.12</u>
<u>Managers 2</u>	<u>50.24</u>	<u>75.39</u>
<u>Managers 3</u>	<u>54.98</u>	<u>82.46</u>

For year 2024:

	<u>Minimum</u>	<u>Maximum</u>
<u>Strategic Advisor 1</u>	<u>48.16</u>	<u>72.23</u>
<u>Strategic Advisor 2</u>	<u>52.50</u>	<u>78.78</u>
<u>Strategic Advisor 3</u>	<u>57.45</u>	<u>86.17</u>
<u>Managers 1</u>	<u>48.16</u>	<u>72.23</u>
<u>Managers 2</u>	<u>52.50</u>	<u>78.78</u>
<u>Managers 3</u>	<u>57.45</u>	<u>86.17</u>

Contract Signing Bonus. Bargaining unit members who were employed by SPU in the bargaining unit classifications in 2021 shall receive a signing bonus equal to 2.9% of their base wage from January 1, 2021 through December 31, 2021. Employees who were in the bargaining unit in 2021 for less than the full year, will receive a pro-rated amount for the time they were employed in these classifications. Effective January 1, 2022 employees' base wages will be increased by two point nine percent (2.9%) in addition to section A-2.



	Minimum	
Maximum		
Strategic Advisor 1.....	\$42.20	\$63.29
Strategic Advisor 2.....	\$46.01	\$69.04
Strategic Advisor 3.....	\$50.35	\$75.51
Manager 1	\$42.20	\$63.29
Manager 2	\$46.01	\$69.04
Manager 3	\$50.35	\$75.51

~~A 2 A four (4) percent Annual Wage Increase (AWI) wage shall be applied to all bargaining units effective the first full pay period in January 2022 applied to the existing 2021 base wage rates.~~

	Minimum	
Maximum		
Strategic Advisor 1.....	\$43.89	\$65.83
Strategic Advisor 2.....	\$47.85	\$71.80
Strategic Advisor 3.....	\$52.36	\$78.53
Manager 1	\$43.89	\$65.83
Manager 2	\$47.85	\$71.80
Manager 3	\$52.36	\$78.53

APPENDIX B

The following MOU attached hereto as Appendix B and signed by the City of Seattle and (“Parties”), is adopted and incorporated as an Appendix 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 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.

Section A of the MOU has been incorporated into the collective bargaining as Article 3 – Union Membership and Dues.

MEMORANDUM OF UNDERSTANDING

By and Between
THE CITY OF SEATTLE
And
COALITION OF CITY UNIONS

(Amending certain collective bargaining agreements)

Certain Unions representing employees at the City of Seattle have formed a coalition (herein referred to as "Coalition of City Unions") to collectively negotiate the impacts of the *Janus v. AFSCME* Supreme Court decision and other conditions of employment with the City of Seattle (herein referred to as "City;" together the City and this Coalition of City Unions shall be referred to as "the Parties"); and

This Coalition of City Unions for the purpose of this Memorandum of Understanding (MOU) shall include the following individual Unions, provided that the named Unions are also signatory to this MOU: the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 104; the International Union of Painters and Allied Trades District Council#5; the Inland boatmen’s Union of the Pacific; Professional and Technical Engineers, Local 17; the International Brotherhood of Teamsters, Local 11 7; the International Brotherhood of Electrical Workers, Local 46; the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 32; the International Brotherhood of Teamsters, Local 763; the International Union of Operating Engineers, Local 286; the UNITE Hotel Employees & Restaurant Employees, Local 8; the Public Service & Industrial Employees, Local 1239; the

Washington State Council of County and City Employees, Local 21; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, Local 15; the Sheet Metal Workers International Association, Local 66; the Seattle Municipal Court Marshals' Guild; the Pacific Northwest Regional Council of Carpenters; the International Association of Machinists and Aerospace Workers, District Lodge 160, Local 289; the Seattle Parking Enforcement Officers Guild; the Seattle Police Dispatchers' Guild; the Seattle Police Management Association; and the Seattle Police Officers' Guild.

Background

In June of 2018, the United States Supreme Court issued the *Janus v. AFSCME decision*. In response to this change in circumstances, this Coalition of City Unions issued demands to bargain regarding the impacts and effects of the *Janus v. AFSCME* Supreme Court decision.

Included in the Parties collective bargaining agreements is a subordination of agreement clause that in summary 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.*

The Parties have agreed to engage in negotiations over the impacts and effects of this change in circumstances to reflect compliance with the *Janus v. AFSCME* Supreme Court decision.

Agreements

Section A. Amended Union Dues and Membership Language

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

Article X - Union Engagement and Payroll Deductions

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. 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. 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 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. 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.

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. At least five (5) working days before the date of the NEO, the City shall provide the Union with a list of names of their bargaining unit attending the Orientation.

The individual Union meeting and NEO shall satisfy the City's requirement to provide a New Employee Orientation Union Presentation under Washington State law. The City of Seattle, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities at the City of Seattle.

New Employee and Change in Employee Status Notification: The City shall supply the Union with the following information on a monthly basis for new employee's: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate.

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 their dues authorization. Every effort will be made 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. The City will refer all employee inquiries or communications regarding union dues to the appropriate Union.

Section B. Agreement on Impacts of the *Janus v. AFSCME* Supreme Court Decision

The Parties further agree:

1. **Member Training:** During each year of this agreement a Union's principal officer may request that Union members be provided with at least eight (8) hours or one (1) day, whichever is greater, of paid release time to participate in member training programs sponsored by the Union. The Parties further agree that the release of employees shall be three (3) employee representatives per each Union in an individual Department; or two percent (2%) of a single Union's membership per each department, to be calculated as a maximum of two percent (2%) of an individual Union's membership in that single department (not citywide), whichever is greater. The approval of such release time shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the City will take into consideration the operational needs of each Department. At its sole discretion, the City may approve paid release time for additional employee representatives from each Department on a case-by-case basis.

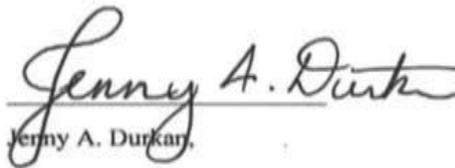
2. The Unions shall submit to the Office of Labor Relations and the Department as far in advance as possible, but at least fourteen (14) calendar days in advance, the names of those members who will be attending each training course. Time off for those purposes shall be approved in advance by the employee's supervisor.
3. New Employees: The City shall work with the Seattle Department of Technology to develop an automated system to provide the Union with the following information within ten (10) working days after a new employee's first day of work: name, home address, personal phone and email (if a member offers), job classification and title, department, division, work location, date of hire, hourly or salary status, compensation rate, FTE status. Until the process has been automated the departments may provide the Union notice at the same time the department notifies SDHR benefits, by sending an email to the Union providing the notice of hire. Upon automation departments may elect to not provide notice to the Unions and official notice will only be given by SDHR. The Parties agree to continue to work with departments to provide notice of new hires to the Union no later than 10 working days from the employee first day of work.
4. This agreement is specific and limited to the referenced demand to bargain and the associated negotiations related to the impacts regarding the *Janus v. AFSCME* decision 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.
5. Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during the Coalition 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 bargain filed as a result of the *Janus v. AFSCME* Supreme Court decision.

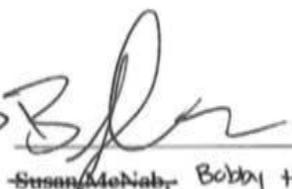
SIGNED this day of 2018.

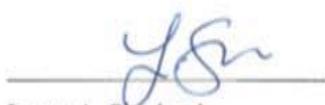
Executed under the Authority

of Ordinance No.----

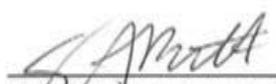
FOR THE CITY OF SEATTLE:


 Jenny A. Durkay,
 Mayor

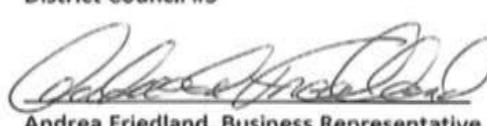

~~Susan McNab~~, Bobby Humes
 Interim Seattle Human Resources Director

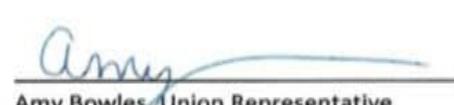

 Laura A. Southard,
 Deputy Director/Interim Labor Relations Director

SIGNATORY UNIONS:


 Elizabeth Rockett, Field Representative
 IU Painters and Allied Trades,
 District Council #5


 Natalie Kelly, Business Representative
 HERE, Local 8

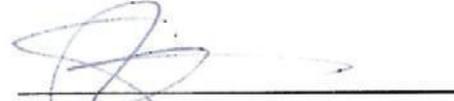

 Andrea Friedland, Business Representative
 IATSE, Local 15


 Amy Bowles, Union Representative
 PTE, Local 17
 Professional, Technical, Senior Business,
 Senior Professional Administrative Support

Coalition of City Unions
Memorandum of Understanding



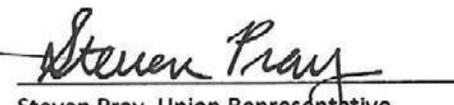
Ray Sugarman, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support



Shaun Van Eyk, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors



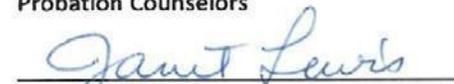
Mark Watson, Union Representative
WSCCCE, Council 2, Local 21, 21C, 21Z, 2083
& Local 21-PA Assistant



Steven Pray, Union Representative
PTE, Local 17
Professional, Technical, Senior Business,
Senior Professional Administrative Support, &
Probation Counselors



Kurt Swanson, Business Representative
UA Plumbers and Pipefitters Local 32



Janet Lewis, Business Representative
IBEW, Local 46



Kal Rohde, Business Representative
Sheet Metal Workers, Local 66



Brian Self, Business Representative
Boilermakers Union, Local 104



John Searcy, Secretary-Treasurer
Teamsters, Local 117; JCC and Community
Service Officers & Evidence Warehouses



Mike Bolling, Business Representative
IU Operating Engineers, Local 286

Coalition of City Unions
Memorandum of Understanding

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79



Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC



Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security
Officers (JCC); Local 1239 Recreation Unit

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific



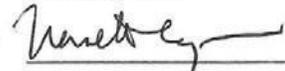
Dave Quinn, Business Representative
Pacific Northwest Regional Council of
Carpenters



Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600



Michael Cunningham, President
Seattle Police Dispatchers' Guild



Nanette Toyoshima, President
SPEOG, Seattle Parking Enforcement Officers'
Guild



Scott Bachler, President
Seattle Police Management Association



Kevin Stuckey, President
Seattle Police Officers' Guild


Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79

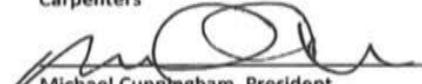

Scott A. Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC

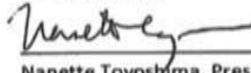

Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security
Officers (JCC); Local 1239 Recreation Unit


Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific


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Scott Fuquay, President
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SPEOG, Seattle Parking Enforcement Officers'
Guild


Scott Bachler, President
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Coalition of City Unions
Memorandum of Understanding

APPENDIX C

LETTER OF AGREEMENT BETWEEN

THE CITY OF SEATTLE

And

THE COALITION OF CITY UNIONS

WORK/LIFE SUPPORT COMMITTEE

The City of Seattle and the Coalition of City Unions agree to enter into the following Memorandum of Agreement to create and address certain topics at a Work/Life Support Committee. The terms of the Letter of Agreement are as follows:

- 1) **Purpose.** The Work/Life Support Committee ("WLSC") shall be a City-wide labor management committee to promote an environment for employees that supports and enhances their ability to meet their responsibilities as employees of the City of Seattle and support their work/life balance. The WLSC may provide recommendations to the Mayor and City Council on programs and policies that further support work/life balance.
- 2) **Workplan.** The WLSC shall develop an annual workplan to identify programs and policies that promote a work/life balance for City employees. These may include, but are not limited to, dependent care subsidy/support program for eligible employees, enhancing alternative work arrangements, flexible work hours, job sharing, on-site/near-site child care, expanding the definition of family for access to leave benefits, shift swaps, resource and referral services, emergency level, and back-up care. The WLSC may conduct and make recommendations no later than March 31 of each year.
- 3) **Membership.** The membership of WLSC shall be made up of the Mayor or designee, the Director of Labor Relations or designee, up to five Directors or designee from City departments, and members designated by the Coalition of City Unions ("CCU") at equal numbers as the management representatives. If a CCU designee is a City employee, they shall notify their supervisor. Management will not unreasonably deny the participation of City employees on paid release time to serve on the WLSC.
- 4) **Meetings.** The WLSC shall meet at least four (4) times per calendar year. The WLSC may meet more frequently if necessary if all parties agree.
- 5) **Additional Resources.** The WLSC may establish subcommittees that include other department representatives and/or subject matter experts. These subcommittees shall conform with rules established by the WLSC.
- 6) **Authority.** The WLSC and its subcommittee(s) shall not have the authority to change, amend, modify or otherwise alter collective bargaining agreements.

Kal Rohde, Business Representative
Sheet Metal Workers, Local 66

Brian Self, Business Representative
Boilermakers Union, Local 104

John Scearcy, Secretary-Treasurer
Teamsters, Local 117; JCC and Community
Service Officers & Evidence Warehouse



Mike Bolling, Business Representative
IU Operating Engineers, Local 302

Scott Sullivan, Secretary-Treasurer
Teamsters, Local 763; JCC and Municipal
Court



Mary Keefe, Business Agent
Teamsters, Local 763; JCC and Municipal
Court

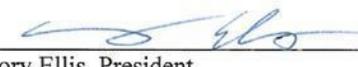


Ian Gordon, Business Manager
PSIE, Local 1239 and Local 1239 Security
Officers (JCC); Local 1239 Recreation Unit

Peter Hart, Regional Director
Inland Boatmen's Union of the Pacific

Dave Quinn, Business Representative
Pacific Northwest Regional Council of
Carpenters

Scott Fuquay, President
Seattle Municipal Court Marshals' Guild
IUPA, Local 600



Cory Ellis, President
Seattle Police Dispatchers' Guild

Brandon Hemming, Business Representative
IAMAW, District Lodge 160, Local 289
& 79



Legislation Text

File #: CB 120749, **Version:** 2

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to land use and zoning; amending Section 23.47A.012 of the Seattle Municipal Code to provide a 10-foot height limit exception in commercial zones in a portion of the Georgetown neighborhood.

WHEREAS, a 9.7 acre area of the Georgetown neighborhood along 4th Avenue South between S.

Fidalgo Street and S. Dawson Street has been zoned commercial since the 1970s and the existing Commercial 1 zone that applies to the area allows a broad mix of commercial and residential uses and the height limit is 75 feet; and

WHEREAS, Watershed Community Development (WCD), formerly known as the Georgetown Community Development Authority (GCDA) was formed in 2019 as a 501(c)(3) nonprofit organization and operates affordable artist and artisan work spaces; and

WHEREAS, WCD is seeking to develop a mixed-use development that if fully built would include approximately 900 homes along with childcare, community resources, and cultural institutions on multiple blocks on land it owns in a portion of the 9.7 acre Commercial 1 zoned area; and

WHEREAS, numerous other properties in the 9.7 acre area are not owned by WCD and could be developed with a broad mix of commercial and residential uses; and

WHEREAS, the 9.7 acre area is completely surrounded by land designated Manufacturing Industrial Center (MIC) on the City's Future Land Use Map and is in an industrial zone with an 85 foot height limit; and

WHEREAS, the Georgetown neighborhood contains a high number of artist studios and arts

organizations and portions of the MIC near Georgetown contain a variety of industrial, logistics, and manufacturing businesses, resulting in a higher likelihood of demand for ground level arts and industrial uses in Georgetown compared to many other commercially zoned areas of the city; and

WHEREAS, arts and industrial uses often need space with a high ceiling height of 16 feet or greater to accommodate their activities; and

WHEREAS, in zones with a 75-foot height limit it is unlikely that a builder could maximize the amount of housing that could be constructed using an economical non-high rise construction type while providing tall ground floor spaces needed by arts and industrial uses; and

WHEREAS, a height limit exception allowing an increase to 85 feet would allow a builder to maximize the amount of housing that could be built in a non-high rise construction type and accommodate ground floor ceiling heights of approximately 20 feet; and

WHEREAS, an 85-foot height limit in the 9.7 acre Commercial 1 zone would be the same as the height limit in all surrounding zones; and

WHEREAS, it is a high priority for the City to support increased housing production to meet strong demand and to increase the quantity of rent- and income-restricted affordable housing; and

WHEREAS, WCD reports that it held meetings that were open to the public on February 27, 2022, and June 11, 2022, at which the proposed additional height was reviewed by members of the public; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Subsection 23.47A.012.A of the Seattle Municipal Code, which section was last amended by Ordinance 126685, is amended as follows:

23.47A.012 Structure height

A. The height limit for structures in NC zones or C zones is as designated on the Official Land Use Map, Chapter 23.32. Structures may not exceed the applicable height limit, except as otherwise provided in this Section 23.47A.012.

1. In zones with a 30-foot or 40-foot mapped height limit:

a. The height of a structure may exceed the otherwise applicable limit by up to 4 feet, subject to subsection 23.47A.012.A.1.c, provided the following conditions are met:

1) Either:

a) A floor-to-floor height of 13 feet or more is provided for non-residential uses at street level; or

b) A residential use is located on a street-level, street-facing facade, provided that the average height of the exterior facades of any portion of a story that is partially below-grade does not exceed 4 feet, measured from existing or finished grade, whichever is less, and the first floor of the structure at or above grade is at least 4 feet above sidewalk grade; and

2) The additional height allowed for the structure will not allow an additional story beyond the number that could be built under the otherwise applicable height limit.

b. The height of a structure may exceed the otherwise applicable limit by up to 7 feet, subject to subsection 23.47A.012.A.1.c, provided all of the following conditions are met:

1) Residential and multi-purpose retail sales uses are located in the same structure;

2) The total gross floor area of at least one multi-purpose retail sales use exceeds 12,000 square feet;

3) A floor-to-floor height of 16 feet or more is provided for the multi-purpose retail sales use at street level;

4) The additional height allowed for the structure will not allow an additional

story beyond the number that could be built under the otherwise applicable height limit if a floor-to-floor height of 16 feet were not provided at street level; and

5) The structure is not allowed additional height under subsection 23.47A.012.A.1.a.

c. The Director shall reduce or deny the additional structure height allowed by this subsection 23.47A.012.A.1 if the additional height would significantly block views from neighboring residential structures of any of the following: Mount Rainier, the Olympic and Cascade Mountains, the downtown skyline, Green Lake, Puget Sound, Lake Washington, Lake Union, or the Ship Canal.

2. Within the Station Area Overlay District within the University Community Urban Center, maximum structure height may be increased to 125 feet when all of the following are met:

- a. The lot is within two blocks of a planned or existing light rail station;
- b. The proposed use of the lot is functionally related to other office development, permitted prior to 1971, to have over 500,000 square feet of gross floor area to be occupied by a single entity;
- c. A transportation management plan for the life of the use includes incentives for light rail and other transit use by the employees of the office use;
- d. The development shall provide street-level amenities for pedestrians and shall be designed to promote pedestrian interest, safety, and comfort through features such as landscaping, lighting, and transparent facades, as determined by the Director; and
- e. This subsection 23.47A.012.A.2 can be used only once for each development that is functionally related.

3. On a lot containing a peat settlement-prone environmentally critical area, the height of a structure may exceed the otherwise applicable height limit and the other height allowances provided by this Section 23.47A.012 by up to 3 feet. In addition, 3 more feet of height may be allowed for any wall of a structure on a sloped lot, provided that on the uphill sides of the structure, the maximum elevation of the

structure height shall be no greater than the height allowed by the first sentence of this subsection

23.47A.012.A.3. The Director may apply the allowances in this subsection 23.47A.012.A.3 only if the following conditions are met:

a. The Director finds that locating a story of parking underground is infeasible due to physical site conditions such as a high water table;

b. The Director finds that the additional height allowed for the structure is necessary to accommodate parking located partially below grade that extends no more than 6 feet above existing or finished grade, whichever is lower, and no more than 3 feet above the highest existing or finished grade along the structure footprint, whichever is lower, as measured to the finished floor level above; and

c. Other than the additional story of parking allowed according to this subsection 23.47A.012.A.3, the additional height shall not allow an additional story beyond the number of stories that could be built under the otherwise applicable height limit.

4. In zones that are located within the Pike/Pine Conservation Overlay District with a mapped height limit of 75 feet, the provisions of Section 23.73.014 apply.

5. In Commercial zones bounded by S. Dawson St. to the north, 5th Ave. S. to the east, S. Fidalgo St. to the south, and 3rd Ave. S. to the west, the height of a structure may exceed the otherwise applicable limit by up to 10 feet, provided all of the following conditions are met:

a. The applicant makes a commitment that the proposed development will meet the green building standard and shall demonstrate compliance with that commitment in accordance with Chapter 23.58D;

b. The development includes at least five stories solely occupied by residential uses;

c. At least 20 percent of the street frontage at street-level of the development shall be street-level uses from the list in subsection 23.47A.005.D.1;

d. A floor-to-floor height of 20 feet or more is provided for the non-residential uses at street level provided to comply with the provisions of subsection 23.47A.012.A.5.c; and

e. All dwelling units in the development have sound-insulating windows and air cooling and ventilation systems meeting the requirement of subsection 23.47A.009.J.4 and 23.47A.009.J.5.

* * *

Section 2. 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)

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Office of Planning & Community Development (OPCD)	Geoff Wentlandt	Christie Parker

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to land use and zoning; amending Section 23.47A.012 of the Seattle Municipal Code to provide a 10-foot height limit exception in commercial zones in a portion of the Georgetown neighborhood.

Summary and Background of the Legislation:

This legislation allows a 10-foot height limit exception for development in one commercially zoned tract of land within the area commonly considered as the Georgetown neighborhood. Developments are required to meet the following building performance criteria to access the height limit exception:

- The applicant must commit to the green building standard and demonstrate compliance with that commitment;
- The development must include at least five residential stories;
- The development must include street-level uses for at least 20 percent of the street frontage at street level;
- Street level non-residential uses must have a floor-to-floor height of at least 20 feet for the 20 percent of the street frontage in street-level use; and
- Dwellings must have sound-insulating windows and air cooling and ventilation systems meeting certain requirements.

All other standards controlling the bulk and scale of development and the allowable uses are unchanged. The amendment is a text amendment only and no changes to zoning maps are required.

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

4. OTHER IMPLICATIONS

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

This legislation affects Seattle Department of Construction and Inspections (SDCI) in a small way as SDCI staff will need to be made aware of the code amendment for the purposes of permit review. However, this will not create a meaningful fiscal impact on SDCI.

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.

This legislation applies to all properties in the Commercial 1 zone in a 9.7 acre area bounded by S. Dawson St. to the north, 5th Ave. S. to the east, S. Fidalgo St. to the south, and 3rd Ave. S. to the west.

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

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

This legislation does not impact vulnerable or historically disadvantaged communities.

ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation. None.

iii. What is the Language Access Plan for any communications to the public? None.

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 is a non-project action. Emissions will be considered as part of the environmental review of any future developments in the zone. The proposed action is not expected to increase or decrease the amount of vehicle trips in the area or the types or methods of construction of buildings that would otherwise occur. A State Environmental Policy Act (SEPA) Determination of Non Significance was prepared and issued on September 21, 2023 and is available by entering that date of publish in the City's public notices website at [Find Public Notices - Seattle Services Portal | Seattle.gov](#) (see item 000809-23PN).

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

This legislation will not decrease resiliency in a material way.

- 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?**

No

5. CHECKLIST

Please click the appropriate box if any of these questions apply to this legislation.

- Is a public hearing required?**

Yes

- Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?**

Yes. OPCD published a SEPA determination of non-significance (DNS) on September 21st, 2023 in the DJC and the City’s Land Use Information Bulletin. No SEPA appeals were received. A notice of public hearing will be published at least 30 days in advance of the City Council taking action of the proposed legislation.

- If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies? Not applicable, the legislation does not change spending and/or revenues.**

- Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization? Not applicable, the legislation does not create a non-utility CIP project of any kind.**

6. ATTACHMENTS

Summary Attachments:

Summary Attachment 1 – SEPA DNS

Summary Attachment 2 – Area Map



ANALYSIS AND DECISION OF THE DIRECTOR OF THE DEPARTMENT OF CONSTRUCTION AND INSPECTIONS

SEPA Threshold Determination For Georgetown Live-Work District Amendments

Project Proponent:	City of Seattle
Location of Proposal:	The C1-75(M) Zone
Scope of Proposal:	<p>The proposal is a legislative action to amend subsection 23.47A.012 of the land use provisions in the Seattle Municipal Code to allow an additional ten (10) feet of height above current limits to qualifying developments that satisfy certain specified parameters. There is no specific site or development proposal. Rather, the proposed new code section would affect a 9.7-acre area of the Georgetown neighborhood that is currently zoned C1-75(M). Specifically, to qualify for the additional ten feet of height, the development would need to:</p> <ul style="list-style-type: none">• Commit to meet the green building standard and demonstrate compliance with that commitment, in accordance with Chapter 23.58D SMC;• Include at least five floors exclusively dedicated to residential use;• Provide certain specified street-level uses along at least 20% of its street frontage;• Ensure that its residential units will serve tenants or owners earning no more than 80% of area median income for the applicable duration of years specified in the City’s MHA-performance option (SMC 23.58C.050.B), pursuant to an agreement between the City and the developer; and• Provide sound insulating windows and air cooling and filtration consistent with standards elsewhere in the Land Use Code for housing that is proximate to industrial areas

BACKGROUND

Proposal Description

The Seattle Department of Construction and Inspections (SDCI) is recommending a text amendment to subsection 23.47A.012 of the Seattle Municipal Code to provide a ten-foot height limit exception in commercial zones in a portion of the Georgetown neighborhood for developments in which all

**SEPA Threshold Determination
Georgetown Live-Work District
Amendments to Land Use Code
Chanda Emery, SDCI
September 14, 2023**

dwelling units are affordable housing. The subject 9.7-acre area of Georgetown is located along 4th Avenue South and South Lucille Street, between South Fidalgo Street and South Dawson Street in the C1-75(M) zone.

The City of Seattle describes the intent of the proposed legislation. It is a high priority for the City to support increased housing production to meet strong demand and to increase the quantity of rent- and income-restricted affordable housing.

In summary, the intent is to support efforts to increase our City's stock of affordable artist and artisan work spaces which helps to build more affordable housing in a mixed-use affordable community that if fully built would include approximately 900 homes along with childcare, community resources, and cultural institutions. The area is generally located on multiple blocks of land which is owned by the Georgetown Community Development Authority (GCDA) a portion of the 9.7-acre Commercial 1 zoned area and numerous other properties in the 9.7-acre area are not owned by GCDA which could be developed with a broad mix of commercial and residential uses.

Public Comment

Proposed changes to the Land Use Code require City Council approval. Opportunity for public comment will occur during future Council meetings including a public hearing.

ANALYSIS - OVERVIEW

The following describes the analysis conducted to determine if the proposal is likely to result in *probable significant adverse environmental impacts*. This threshold determination is based on:

- the copy of the proposed Ordinance;
- the information contained in the *SEPA checklist* (dated August 25, 2023);
- the information contained in the Industrial and Maritime Strategy DEIS and FEIS, with appendices, OPCD 2022;
- Citywide Implementation of Mandatory Housing Affordability (MHA) Draft Environmental Impact Statement ("DEIS") and Final Environmental Impact Statement ("FEIS"), OPCD 2017;
- Local Production Study, OPCD 2015;
- Georgetown Neighborhood Existing Conditions Review, City of Seattle Department of Planning and Development ("DPD") 2014;
- Georgetown Existing Land Use Study (map), DPD 2014;
- Greater Duwamish Manufacturing and Industrial Center Plan, City of Seattle Neighborhood Planning Office, 1999;
- Georgetown Neighborhood Plan Part I, City of Seattle Neighborhood Planning Office, 1999; and the experience of SDCI analysts in reviewing similar documents and actions.

**SEPA Threshold Determination
Georgetown Live-Work District
Amendments to Land Use Code
Chanda Emery, SDCI
September 14, 2023**

ELEMENTS OF THE ENVIRONMENT

Short-Term Impacts

As a non-project action, the proposal will not have any short-term adverse impact on the environment. Future development affected by this legislation will be reviewed under existing laws, including, if applicable, the City's SEPA ordinance, to address any short-term impacts on the environment.

Long-Term Impacts

As a non-project action, the proposal is anticipated to have no significant long-term impacts on the environment. Any minor impacts are attributable to any shift in the type or configuration of development that would be likely to occur in the C1-75(M) zone over the long term, compared to the development that would otherwise occur in the absence of the proposal. To the extent that the proposal increases the likely pace of development in the area, this could also be a non-significant indirect long-term impact. While there may be a near-term (1-3 year) increase in the likelihood of development with the proposal compared to without the proposal, over the long term (4-20 years) the change in overall amount of development is expected to be not significant with no adverse impacts. While the proposal would facilitate permitting of an additional story of affordable housing for qualifying proposals, it is unlikely to result in development and land uses that would be incompatible or substantially adversely different in locational pattern, scale, siting or other compatibility factors from multifamily housing that can be developed in these locations today. The Commercial 1 zone designation is unchanged under the proposal so allowable uses in new development would be the same with or without the proposed legislation. Any net increase in the production rate of new development, and thus the land use impacts associated with new development will be not significant in the context of the city's overall expected growth.

Natural Environment

The natural environment includes potential impacts to earth, air, water, plants/animals/fisheries, energy, natural resources, environmentally sensitive areas, noise, releases of toxic or hazardous materials. Adoption of the proposed legislation is not anticipated to result in adverse impacts on any of these elements of the natural environment. The proposal would not significantly change the scale or intensity of the future development that could already occur in the area. The only effect of the proposal is to incrementally increase the potential for more affordable housing to occur in the affected area which is a highly urbanized 9.7-acre area with a comparatively high percentage of impervious surfaces in lieu of other potential uses. It is not expected that an incremental shift to increases in more affordable housing and live-work land uses would increase the profile of impacts to earth, air, water, plants/animals/fisheries, energy, natural resources, environmentally sensitive areas, noise, nor releases of toxic or hazardous materials, compared to other types of development that would occur in the absence of the proposal. No development standards governing landscaping requirements, tree planting, or green factor or codes related to energy area proposed for amendment.

**SEPA Threshold Determination
Georgetown Live-Work District
Amendments to Land Use Code
Chanda Emery, SDCI
September 14, 2023**

Built Environment

The proposed legislation will affect the built environment and will have no adverse impact related to the built environment, including land use. The impacts to the built environment include any impacts related to land and shoreline use, height/bulk/scale, housing, and historic preservation. Below is a discussion of the relationship between the proposal and built environment:

Land Use/Height, Bulk and Scale

The proposal could enable an incremental amount of additional housing capacity beyond what is currently available in the affected area under current zoning. The underlying goal of this non-project action is to allow for neighborhood-appropriate development that will provide affordable housing while enabling new development to provide ground level space that can accommodate light industrial and art-related land uses. The proposal could result in new affordable housing by incrementally encouraging affordable housing in the affected area, as any new development that takes advantage of the height limit exception would provide all the housing as affordable housing as a condition. Potential height or facade impacts of future, specific development proposals would be addressed through applicable regulations and/or separate project-specific environmental review and design review, as appropriate. There are no SEPA protected view corridors within the 9.7-acre area of the Georgetown neighborhood and the marginal difference in view blockage between a 75-foot building (as currently permitted) and an 85-foot building (as proposed to be permitted) would be minor and not significant.

The area is geographically limited to an affected area that is roughly bisected by South Lucille Street and 4th Avenue South, with close proximity to Interstate 5 and Highway 99. Specifically, the subject area is roughly bounded by S Dawson Street to its north, S Fidalgo Street to its south, and by 3rd Avenue S to its west and 5th avenue S to its east. The geography of the affected area is not large enough to significantly alter the overall housing market in the city, where it remains a priority to provide increased supply of housing. While the proposal would facilitate permitting of an additional story of affordable housing for qualifying proposals, it is not likely to result in development and land uses that would be incompatible or substantially and adversely different in locational pattern, scale, siting or other compatibility factors from multifamily housing that can already be developed in these locations today. The Commercial 1 zone designation is unchanged under the proposal so allowable uses in new development would be the same with or without the proposal.

The height exception would allow for a height limit of 85 feet in the subject area, which is equal to the height limit of the industrial zones surrounding this 9.7 acre-area. The proposal to allow an additional ten (10) feet of height above current limits to qualifying developments that satisfy certain specified parameters is not anticipated to have a significant impact to height, bulk and scale.

In addition, since providing all the homes as affordable is a condition for any project accessing the height exception, the proposal is likely to increase the amount of affordable housing. These effects of the proposal are consistent with housing goals and policies of the City's Comprehensive Plan.

**SEPA Threshold Determination
Georgetown Live-Work District
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The following is a selection of those relevant goals and policies.

GOALS

- H G2 - Help meet current and projected regional housing needs of all economic and demographic groups by increasing Seattle’s housing supply.
- H G3 - Achieve a mix of housing types that provide opportunity and choice throughout Seattle for people of various ages, races, ethnicities, and cultural backgrounds and for a variety of household sizes, types, and incomes.
- H G4 - Achieve healthy, safe, and environmentally sustainable housing that is adaptable to changing demographic conditions.
- H G5 - Make it possible for households of all income levels to live affordably in Seattle, and reduce over time the unmet housing needs of lower-income households in Seattle.

POLICIES

- H5.2 - Expand programs that preserve or produce affordable housing, preferably long term, for lower-income households, and continue to prioritize efforts that address the needs of Seattle’s extremely low-income households.
- H5.5 - Collaborate with King County and other jurisdictions in efforts to prevent and end homelessness and focus those efforts on providing permanent housing and supportive services and on securing the resources to do to.
- H5.16 - Consider implementing a broad array of affordable housing strategies in connection with new development, including but not limited to development regulations, inclusionary zoning, incentives, property tax exemptions, and permit fee reductions.

In consideration of the factors that limit the degree of the land use impact, it is determined that the level of impact would not rise beyond minor. There would be no significant adverse impact.

Regarding other kinds of potential land use impacts such as compatibility of uses, there would be no impact because live-work units have very similar patterns of activity and use characteristics as residential uses, which are already allowed in the same area.

Historic Preservation

As noted in the SEPA checklist the area affected by the proposal includes historic landmark structures. The proposal does not encourage demolition of a landmark structures compared to the

**SEPA Threshold Determination
Georgetown Live-Work District
Amendments to Land Use Code
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absence of the proposal. The proposal is not anticipated to have significant impacts to historic preservation.

Noise, Shadows on Open Spaces, Light & Glare, Environmental Health, and Public View Protection

This proposal would not make these types of impacts more likely. At the project level, the City's regulations, including SEPA regulations, will analyze and identify any needed mitigation of these impacts. The proposal as noted in the Checklist is a non-project action in a highly urbanized area in Georgetown that is currently zoned for and allows for residential land uses. The 2022 Environmental Impact Statement (EIS) for the City's Industrial and Maritime Strategy summarized and measured ambient air concentrations of monitored pollutants for specific areas including Georgetown. It found that air pollutant concentration for all monitored pollutants in Georgetown were below the limits on concentration levels of criteria pollutants set by the National Ambient Air Quality Standard when wildfire is excluded. Portions of the subject area are within 1,000 feet of the Union Pacific Argo rail yard and within about 1,500 feet of the BNSF railway company's dual track rail line. Portions of the study area may be affected by air pollution from freight and passenger rail operations. While these operations generate air emissions in the immediate vicinity of railways, train operations, including both freight and Commuter rail such as Sound Transit's Sounder system are intermittent. The contribution of air emissions from rail compared to the overall ambient air quality environment in the Seattle MIC areas is relatively minor compared to other sources such as traffic. However, areas near train yards may experience higher exposure to air emissions from assembling railcars into long trains and idling engines (WDOH 2008). Future residents would be protected from industrial uses in the same manner as they are under current conditions therefore no adverse impacts are identified.

Regarding the potential for noise impacts, the City's Industrial and Maritime Strategy EIS from 2022 summarized and measured noise levels in industrial areas including near Georgetown. Measurements indicate that portions of the Georgetown/South Park subareas exceed HUD's 65 dBA standard and would be classified as noise-impacted areas needing additional noise attenuation for residential structures. The Georgetown noise measurement, while not in the subject area, found the area to have a 24-hour LDN average noise level of 68.1 dBA. Existing noise regulations would continue to apply, and potential impacts of future, specific development proposals would be addressed through applicable noise regulations and/or separate project-specific environmental review, as appropriate. As an integrated feature of the proposal, development that accesses the height limit exception would as a condition provide sound insulating windows. This proposal would not make noise impacts more likely, therefore no significant or adverse impacts are identified. In addition, the proposal does not alter development standards for required setbacks or open space. The building envelopes for setbacks and open space would generally remain the same as existing conditions with no significant impacts under this proposal.

**SEPA Threshold Determination
Georgetown Live-Work District
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Transportation and Parking

The proposal is not anticipated to result in any direct adverse impacts on transportation or parking. If the proposal incrementally increases the potential for additional housing units to occur in the affected area, it is not expected that it would result in a significant increase demand on transportation or parking. In the Georgetown neighborhood residents commonly opt for non-personal vehicle transportation modes. This neighborhood is served by King County Metro, including the 131 and 132 lines. The 113 and 121 lines are accessible on E Marginal Way S (also known as Highway 99) a few blocks away. On-street parking is available and is free of charge in comparison to other urbanized areas of the city which either is metered or require a residential pre-paid parking pass. The Checklist identified that the proposal could incrementally increase the amount of housing units compared to what would otherwise be developed, by an amount not expected to exceed 10%. However, the proposal could also reduce vehicular trips in the area by increasing capacity for affordable residential development in close proximity to jobs in the surrounding manufacturing industrial area (MIC) if workers are able to access jobs by means other than personal automobile, or if the trips they take are shorter or more local than they would otherwise be therefore no adverse impacts are identified.

Public Services and Utilities

Adoption of the proposal would not create any impacts on public services or utilities. If the proposal incrementally increases the potential for some additional housing units compared to what would otherwise be developed, it is not expected that it would result in a significant adverse impact for an increased demand for public services or utilities. As noted in the Checklist, the urbanized 9.7-acre area of Georgetown neighborhood has electricity, telephone, water and refuse service, and most (but potentially not all parcels) have cable/fiber optics, sanitary sewers, and natural gas. Project-specific information on site-specific utilities would be determined during the design, any applicable environmental review, and permitting of individual projects.

DECISION – SEPA

This decision was made after review by the responsible official on behalf of the lead agency of a completed environmental checklist and other information on file with the responsible department. This constitutes the Threshold Determination and form. The intent of this declaration is to satisfy the requirements of the State Environmental Policy Act (RCW 43.21C), including the requirement to inform the public agency decisions pursuant to SEPA.

**SEPA Threshold Determination
Georgetown Live-Work District
Amendments to Land Use Code
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September 14, 2023**

- Determination of Non-Significance. This proposal has been determined to not have a significant adverse impact upon the environment. An EIS is not required under RCW 43.21C.030(2)(c).
- Determination of Significance. This proposal has or may have a significant adverse impact upon the environment. An EIS is required under RCW 43.21C.030(2)(c).

Signature: __[On File]_____

Chanda Emery, Senior Planner
Seattle Department of Construction and Inspections

Date: September 14, 2023

Proposed Georgetown Height Limit Exception Area





Legislation Text

File #: CB 120780, Version: 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to Seattle Public Utilities; authorizing the acquisition of real property by negotiation or eminent domain (condemnation) of seven separate parcels of land (“Properties”) or eminent domain (condemnation) of leases identified as King County Parcel Number 7327903645 located at 7760 8th Avenue South, King County Parcel Number 7327902490 located at 803 South Chicago Street, King County Parcel Number 7327902480 located at 811 South Chicago Street, King County Parcel Number 7327902520 located at 7814 8th Avenue South, King County Parcel Number 7327902500 located at 7808 8th Avenue South, King County Parcel Number 7327902510 located at 836 South Kenyon Street, and King County Parcel Number 7327902395 located at 850 South Kenyon Street; authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities to execute all documents and take other necessary actions to complete the Properties’ acquisition, including acceptance and recording of the deeds; and ratifying and confirming certain prior acts.

WHEREAS, the City, acting through and by Seattle Public Utilities, is planning and designing its South Park Water Quality Facility Project (“Project”) to improve stormwater quality issues and intends to construct said Project in the vicinity of the intersection of 8th Avenue South and South Kenyon Street in the South Park neighborhood of Seattle; and

WHEREAS, the Project has identified seven contiguous parcels in South Park that meet the Project’s needs, and have secured funding to complete the purchase; and

WHEREAS, Silver Bay Logging, Inc., owns four of the identified parcels located at 7760 8th Avenue South, 803 South Chicago Street, 811 South Chicago Street, and 7814 8th Avenue South, all within Seattle, in close proximity to the Project location, and desires to sell those properties; and

WHEREAS, RJ & BA, LLC owns real property located at 7808 8th Ave South within King County in close proximity to the Project location, and desires to sell that Property; and

WHEREAS, Jamma, LLC, owns real property located at 836 South Kenyon Street, Seattle, in close proximity

to the Project location, and desires to sell that Property; and

WHEREAS, Stanley Moshier owns real property located at 850 South Kenyon Street, Seattle, in close proximity to the Project location, and desires to sell that Property; and

WHEREAS, Seattle Public Utilities and Silver Bay Logging, Inc., have agreed on terms and fair market value for the property acquisition; and

WHEREAS, Seattle Public Utilities and RJ & BA, LLC, are negotiating terms and fair market value for the property acquisition; and

WHEREAS, Seattle Public Utilities and Jamma, LLC, are negotiating terms and fair market value for the property acquisition; and

WHEREAS, Seattle Public Utilities and Stanley Moshier are negotiating terms and fair market value for the property acquisition; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Seattle Public Utilities is hereby authorized to purchase property and leases, by negotiation or eminent domain (condemnation), approximately 35,699 square feet of real property located at 7760 8th Avenue South, identified by King County Assessor Parcel Number 7327903645; approximately 5,000 square feet of real property located at 803 South Chicago Street, identified by King County Assessor Parcel Number 7327902490; approximately 5,000 square feet of real property located at 811 South Chicago Street, identified by King County Assessor Parcel Number 7327902480; approximately 65,082 square feet of real property located at 7814 8th Avenue South, identified by King County Assessor Parcel Number 7327902520; approximately 5,000 square feet of real property located at 7808 8th Ave South, identified by King County Assessor Parcel Number 7327902500; approximately 15,449 square feet of real property located at 836 South Kenyon Street, identified by King County Assessor Parcel Number 7327902510; and approximately 2,747 of real property located at 850 South Kenyon Street, identified by King County Assessor Parcel Number 7327902395 (collectively, the “Properties”), and legally described in Attachment 1 and depicted in Attachment

2 to this ordinance, for \$2,995,000 and other costs required for the City to obtain title and rights to the Properties. The appropriation shall be paid out of the Seattle Public Utilities Drainage and Wastewater Fund under the existing Capital Improvement Program (South Park Water Quality Facility, Project Identification No. C314066).

Section 2. The General Manager and Chief Executive Officer of Seattle Public Utilities, or the General Manager and Chief Executive Officer’s designee, is authorized to execute any necessary documents and agreements; accept, deliver, and record on behalf of the City any necessary deeds; and take any other actions reasonably necessary to effectuate this ordinance.

Section 3. The acquired Properties shall be placed under the jurisdiction of Seattle Public Utilities.

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 - Legal Descriptions

Attachment 2 - Vicinity Maps

ATTACHMENT 1 – Legal Descriptions

1. 7760 8th Avenue South

The land referred to herein is situated in the county of King, state of Washington, and described as follows:

PARCEL A:

Lots 22 through 39, inclusive, Block 31, River Park, according to the plat thereof recorded in Volume 7 of Plats, page 41, in King County, Washington;

TOGETHER WITH that portion of vacated South Chicago Street adjoining which attached to said premises by operation of law; EXCEPT that portion condemned for Commercial Waterway District No. 1 (Duwamish Waterway) in King County Superior Court Cause Nos. 82674 and 82673.

PARCEL B:

Lots 10 through 26, inclusive, and Lots 29 through 48, inclusive, Block 24, River Park, according to the plat thereof recorded in Volume 7 of Plats, page 41, in King County, Washington.

TOGETHER WITH that portion of vacated South Chicago Street adjoining which attached to said premises by operation of law; EXCEPT that portion condemned for Commercial Waterway District No. 1 (Duwamish Waterway) in King County Superior Court Cause Nos. 82674 and 82673.

PARCEL C:

The west 150 feet of the north 100 feet. Prentice Reserve in River Park, according to the plat thereof recorded in Volume 7 of Plats, page 41, in King County, Washington.

2. 803 South Chicago Street

The land referred to herein is situated in the county of King, state of Washington, and described as follows:

PARCEL A:

Lots 22 through 39, inclusive, Block 31, River Park, according to the plat thereof recorded in Volume 7 of Plats, page 41, in King County, Washington;

TOGETHER WITH that portion of vacated South Chicago Street adjoining which attached to said premises by operation of law; EXCEPT that portion condemned for Commercial Waterway District No. 1 (Duwamish Waterway) in King County Superior Court Cause Nos. 82674 and 82673.

PARCEL B:

Lots 10 through 26, inclusive, and Lots 29 through 48, inclusive, Block 24, River Park, according to the plat thereof recorded in Volume 7 of Plats, page 41, in King County, Washington.

TOGETHER WITH that portion of vacated South Chicago Street adjoining which attached to said premises by operation of law; EXCEPT that portion condemned for Commercial Waterway District No. 1 (Duwamish Waterway) in King County Superior Court Cause Nos. 82674 and 82673.

PARCEL C:

The west 150 feet of the north 100 feet. Prentice Reserve in River Park, according to the plat thereof recorded in Volume 7 of Plats, page 41, in King County, Washington.

3. 811 South Chicago Street

The land referred to herein is situated in the county of King, state of Washington, and described as follows:

PARCEL A:

Lots 22 through 39, inclusive, Block 31, River Park, according to the plat thereof recorded in Volume 7 of Plats, page 41, in King County, Washington;

TOGETHER WITH that portion of vacated South Chicago Street adjoining which attached to said premises by operation of law; EXCEPT that portion condemned for Commercial Waterway District No. 1 (Duwamish Waterway) in King County Superior Court Cause Nos. 82674 and 82673.

PARCEL B:

Lots 10 through 26, inclusive, and Lots 29 through 48, inclusive, Block 24, River Park, according to the plat thereof recorded in Volume 7 of Plats, page 41, in King County, Washington.

TOGETHER WITH that portion of vacated South Chicago Street adjoining which attached to said premises by operation of law; EXCEPT that portion condemned for Commercial Waterway District No. 1 (Duwamish Waterway) in King County Superior Court Cause Nos. 82674 and 82673.

PARCEL C:

The west 150 feet of the north 100 feet. Prentice Reserve in River Park, according to the plat thereof recorded in Volume 7 of Plats, page 41, in King County, Washington.

4. 7814 8th Ave South

The land referred to herein is situated in the county of King, state of Washington, and described as follows:

PARCEL A:

Lots 22 through 39, inclusive, Block 31, River Park, according to the plat thereof recorded in Volume 7 of Plats, page 41, in King County, Washington;

TOGETHER WITH that portion of vacated South Chicago Street adjoining which attached to said premises by operation of law; EXCEPT that portion condemned for Commercial Waterway District No. 1 (Duwamish Waterway) in King County Superior Court Cause Nos. 82674 and 82673.

PARCEL B:

Lots 10 through 26, inclusive, and Lots 29 through 48, inclusive, Block 24, River Park, according to the plat thereof recorded in Volume 7 of Plats, page 41, in King County, Washington.

TOGETHER WITH that portion of vacated South Chicago Street adjoining which attached to said premises by operation of law; EXCEPT that portion condemned for Commercial Waterway District No. 1 (Duwamish Waterway) in King County Superior Court Cause Nos. 82674 and 82673.

PARCEL C:

The west 150 feet of the north 100 feet. Prentice Reserve in River Park, according to the plat thereof recorded in Volume 7 of Plats, page 41, in King County, Washington.

5. 836 South Kenyon Street

The Land referred to herein below is situated in the County of King, State of Washington, and is described as follows:

LOTS 10 THROUGH 13, AND LOTS 44 THROUGH 48, BLOCK 24, RIVER PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 41, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION CONDEMNED FOR COMMERCIAL WATERWAY DISTRICT NUMBER 1 (DUWAMISH WATERWAY) IN KING COUNTY SUPERIOR COURT CAUSE NUMBERS 82674 AND 82673.

6. 850 South Kenyon Street

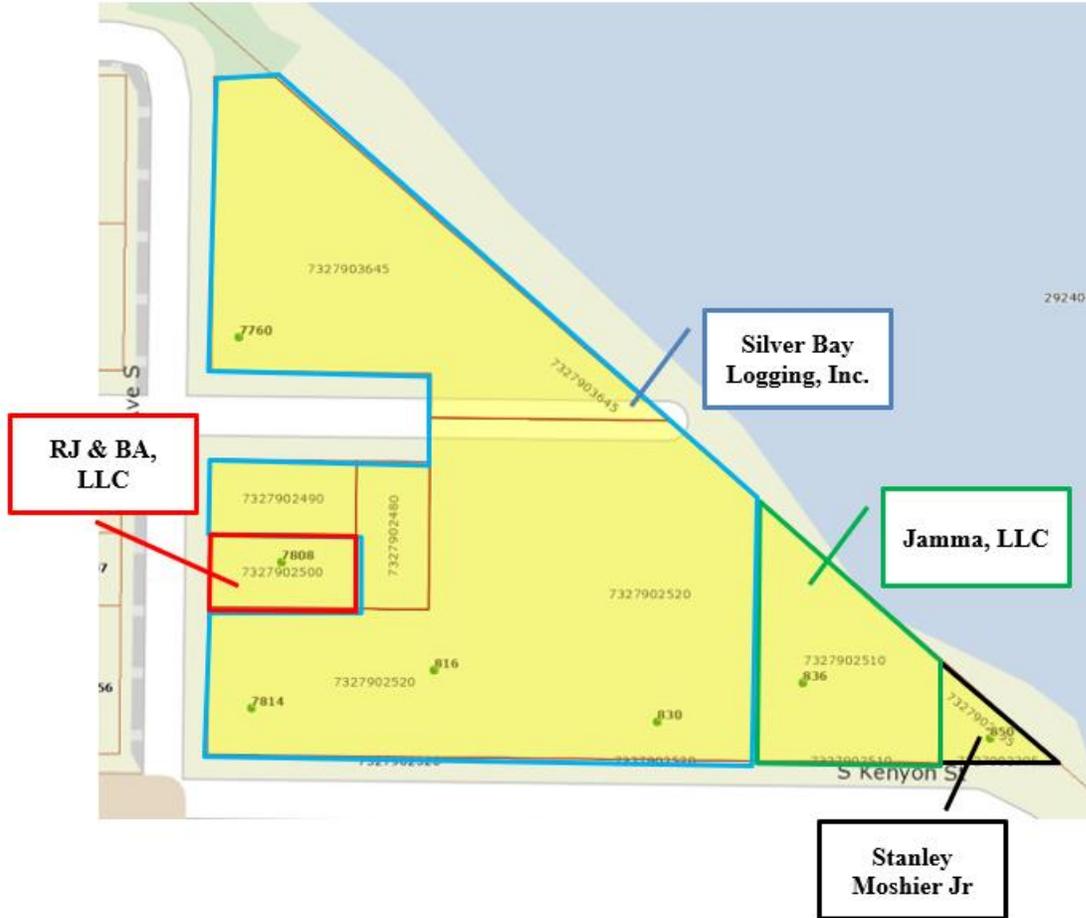
Lots 1, 2 and 3, Block 24, RIVER PARK, according to the plat thereof recorded in Volume 7 of Plats, page 41, records of King County, Washington. EXCEPT that portion thereof condemned for Commercial Waterway District No. 1. SITUATE in the County of King, State of Washington.

7. 7808 8th Ave South

Lots 27 and 28, Block 24, FIRST ADDITION TO RIVER PARK, according to the Plat thereof recorded in Volume 7 of Plats, Page 41, King County, Washington.

ATTACHMENT 2 – Vicinity Maps

1. Map of All Parcels being acquired



3. Parcels owned by Stanley Moshier Jr (Jamma, LLC and Stanley Moshier Jr)



4. Parcel owned by RJ & BA, LLC



SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Seattle Public Utilities	Bryan Solemsaas	Akshay Iyengar

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to Seattle Public Utilities; authorizing the acquisition of real property by negotiation or eminent domain (condemnation) of seven separate parcels of land (“Properties”) or eminent domain (condemnation) of leases identified as King County Parcel Number 7327903645 located at 7760 8th Avenue South, King County Parcel Number 7327902490 located at 803 South Chicago Street, King County Parcel Number 7327902480 located at 811 South Chicago Street, King County Parcel Number 7327902520 located at 7814 8th Avenue South, King County Parcel Number 7327902500 located at 7808 8th Avenue South, King County Parcel Number 7327902510 located at 836 South Kenyon Street, and King County Parcel Number 7327902395 located at 850 South Kenyon Street; authorizing the General Manager and Chief Executive Officer of Seattle Public Utilities to execute all documents and take other necessary actions to complete the Properties’ acquisition, including acceptance and recording of the deeds; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation: This ordinance would authorize The City of Seattle to acquire fee-ownership of four (4) parcels of land from Silver Bay Logging, Inc., one (1) parcel of land from RJ & BA, LLC, one (1) parcel of land from Jamma, LLC., and one (1) parcel of land from Stanley Moshier Jr., for the South Park Water Quality Facility Project.

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

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.

No

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.

There is budget authority to purchase the seven (7) parcels at fair market value from the DWW funds. The DWW funds have allocated \$2,800,000 for property acquisition for this Project. A summary of property acquisition costs for each of the parcels is provided below. A Purchase and Sale Agreement for the four (4) Silver Bay Logging, Inc. parcels has been signed. Purchase and Sale Agreement negotiations are ongoing for the remaining three (3) parcels.

Address	Owner	Funding Source	Funding Amount	SPU DWW Funding	Appraised Value**
7760 8 th Ave S., 803 S. Chicago St, 811 S. Chicago St, 7814 8 th Ave S.	Silver Bay Logging, Inc.	SPU DWW fund and Silver Bay	\$150,000 (DWW) Donation (Silver Bay)	\$150,000	\$9,750,000
7808 8 th Ave S.	RJ & BA, LLC	SPU DWW fund	\$800,000	\$800,000	\$800,000
836 S. Kenyon St	Jamma, LLC	SPU DWW fund and WA State Capital Budget Request*	\$295,000 (DWW) \$1,250,000* (State)	\$295,000	\$1,545,000
850 S. Kenyon St	Stanley Moshier Jr	King County Conservation Futures Tax Grant	\$500,000	\$0	\$485,000
TOTAL			\$2,995,000	\$1,245,000	\$12,580,000

*Funding included in the State capital budget approved on March 7, 2024.

**Appraised values assume the properties are free of any contamination. However, previous investigations have identified the presence of contaminants on-site.

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

The South Park Water Quality Facility Project will not be able to move forward and meet the Department of Ecology Consent Decree deadline without the acquisition of these properties.

4. OTHER IMPLICATIONS

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

This legislation will not affect any other departments.

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 would authorize The City of Seattle to acquire fee-ownership of seven (7) parcels for the South Park Water Quality Facility Project.

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.**

South Park is one of Seattle's top tier racial and social equity priority areas. Acquisition of these seven parcels will allow SPU to meet several community goals and outcomes expressed in the City's RSJI 2022-2026 Strategic Plan, Duwamish Valley Action Plan, and the Racial Equity Toolkit developed for the South Park Water Quality Facility.

More specifically, purchase of these properties will allow the project to:

- Conduct deep community engagement that builds trust with residents and businesses in South Park's lower industrial area, which is expected to experience the majority of future sea level rise impacts to the City.
- Construct a facility that will treat polluted stormwater from the surrounding area before it discharges to the Duwamish, contributing to a cleaner river for people and fish.
- Facilitate physical connection to and along the river via open green space that is City-owned and collaboratively designed.

The project's community engagement plan will be in alignment with OIRA's language access best practices.

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

Please see Summary Exhibit A.

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

The Project's community engagement plan will be in alignment with OIRA's language access best practices.

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.**

Purchase of these properties is not likely to increase carbon emissions in a material way. The main industrial traffic currently circulating in and out of the Silver Bay site are trucks transporting or dropping off gypsum, which contribute to the high level of diesel emissions generated in and around South Park given its proximity to major and minor highways and freight corridors. Aside from normal construction traffic related to the construction of the water quality facility on the purchased properties, emissions are not anticipated to increase. More likely, the project will result in a net decrease in emissions given the Duwamish Valley Action Plan's prioritization of green space and trees.

- 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.**

Purchase of these properties will increase Seattle’s resilience to climate change. The Duwamish is a tidal river that will increasingly overtop its banks in the coming decades as the area experiences sea level rise resulting from a warming climate.

Construction of the water quality facility, along with SPU’s stormwater pump station and improvements to stormwater conveyance infrastructure that carry stormwater out of the neighborhood to the river, will work in conjunction with SLR adaptation strategies that are being co-created with community via the Duwamish Resilience District to reduce flooding, increase community health and wealth, boost workforce development, and safeguard the industrial economy.

- 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?**

Not applicable.

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 Exhibit A - Racial Equity Toolkit for South Park Water Quality Facility Project

Memorandum



**Seattle
Public
Utilities**

Date: May 12, 2023
To: Ellen Stewart, Ben Marre, Tracy Tackett
From: South Park Water Quality Facility Project Team
Re: Racial Equity Toolkit for South Park Water Quality Facility Project:
Planning and Options Analysis Phases

1. Executive Summary

The South Park Water Quality Facility (SPWQF) project team gathered to conduct a Racial Equity Toolkit (RET) at the beginning of Options Analysis. In addition to removing pollutants from stormwater before discharging to the Lower Duwamish Waterway (LDW), the SPWQF project intends to co-develop surplus property not used for the Water Quality Facility for additional community benefit. The RET provided a platform for the project team to discuss opportunities to lead with racial equity early in the project planning processes for the project: Water Quality Facility and Co-Development. The project team agreed upon four recommendations for next steps that will inform and guide the development of the Public Engagement Plan and Co-Development Plan.

1. Conduct an engagement audit of past and current projects in South Park.
2. Research co-development legal framework SPU must operate within.
3. Develop a Roadmap of current and planned projects within South Park.
4. Identify levels of engagement for key project decisions.

2. Purpose

The purpose of this memo is to document the Racial Equity Toolkit (RET) series performed for the South Park Water Quality Facility (SPWQF) project (the project). The RET series comprised three touch points wherein we met various goals. These touch points and goals were:

1. Grounding Workshops: Provide an opportunity for City of Seattle (City) and Consultant staff members to receive Race and Social Justice training which provided a common foundation and shared understanding of racial equity values and principles to build upon during the RET.
2. “Co-Development 101” meeting: Introduce the range of co-development structures and options for community involvement at various stages of the development process. At this meeting the Consultant presented introductory information about co-development to ground the entire team prior to the RET Workshops to make the RET Workshops more effective.

- RET Workshops: Discuss the challenges of delivering a community centered capital project as a City Department and how we must find or create ways to break down racial and social inequities in our work. We also identified goals for achieving inclusive and racially equitable project planning and community engagement work for the Options Analysis (OA) phase.

3. Project Background:

The project objective is to construct a Water Quality Facility to meet stormwater treatment goals listed in Seattle Public Utilities’ (SPU) Integrated Plan component of the Long-Term Control Plan for reducing combined sewer overflows (CSO) from SPU’s system into Waters of the State (as legally committed to in the CSO Consent Decree (Action No. 2:13-cv-678)).

The primary goal of the SPWQF is to remove pollutants from stormwater before discharging the cleaner water to the Lower Duwamish Waterway (LDW). Secondary goals include:

- Remediating contaminated property along the LDW,
- Providing long-term community benefit,
- Improving urban livability by providing connectivity along the LDW,
- Living the utility’s environmental and social justice values,
- Identifying partnering opportunities with other projects (this includes City-family and external organizations)

4. RET Process

The framework for the SPWQF RET series took shape after several brainstorming meetings with Steve Hamai and Pam Emerson. The meetings were hosted in-person and virtually (hybrid) and attended by City staff and Consultant staff.

The framework of the RET series is presented in Table 1 and the goals, discussion topics, and outcomes for each of the workshops are described in detail in the following sections.

Table 1: SPWQF RET Series	
Leadership Gathering	December 2022
RET Grounding #1	January 2023
RET Grounding #2	January 2023
Co-Development Mechanics Learning	January 2023
Leadership Engagement	February 2023
RET Workshop #1	February 2023
RET Workshop #2	March 2023
RET Workshop #3	March 2023

RET Workshop #4	March 2023
RET Report Out to Leadership	May 2023

4.1. RET Participants

The grounding workshops were attended by City staff and members of the Consultant team. The following people participated in the workshops:

- Steve Hamai, SPU Environmental Justice and Service Equity, Advisor & Facilitator
- Shailee Sztern, SPU Project Delivery & Engineering Branch, DWW Section Manager
- Christina Kapoi, SPU Project Delivery & Engineering Branch, Project Manager
- Tracy Tackett, SPU Drainage & Wastewater, Capital Portfolio Manager
- Ingrid Wertz, SPU Drainage & Wastewater, Line of Business Representative
- Joelle Torre, SPU Project Delivery & Engineering Branch, Project Engineer
- Ann Grodник-Nagle, SPU Corporate Policy & Planning, Climate Adaptation Advisor
- Elaine Yeung, SPU Community Affairs, Outreach Strategy Lead
- Mark Jusayan, SPU Project Delivery & Engineering Branch, Environmental Scientist
- Megan Joplin, City Attorney’s Office, Environmental Protection Assistant City Attorney
- Consultant team:
 - Water Quality Facility: Chris Baersten, Ben Fuentes (Kennedy Jenks), Ida Ottesen (Nakano Associates), Mike Denlinger (Schemata Workshop)
 - Community Investment: Shannon Lee, Deb Guenther (Mithun), Robin Thaler (Mayfly Engineering)

The RET series were attended by City staff and members of the Consultant team. The following people participated in the workshops:

- Steve Hamai, SPU Environmental Justice and Service Equity, Advisor & Facilitator
- Shailee Sztern, SPU Project Delivery & Engineering Branch, DWW Section Manager
- Christina Kapoi, SPU Project Delivery & Engineering Branch, Project Manager
- Ingrid Wertz, SPU Drainage & Wastewater, Line of Business Representative
- Joelle Torre, SPU Project Delivery & Engineering Branch, Project Engineer
- Ann Grodник-Nagle, SPU Corporate Policy & Planning, Climate Adaptation Advisor
- Elaine Yeung, SPU Community Affairs, Outreach Strategy Lead
- Mark Jusayan, SPU Project Delivery & Engineering Branch, Environmental Scientist
- Megan Joplin, City Attorney’s Office, Environmental Protection Assistant City Attorney
- Alberto Rodríguez, Office of Sustainability & Environment, Duwamish Valley Advisor
- David Goldberg, Office of Planning & Community Development, Strategic Advisor
- Consultant team:
 - Water Quality Facility: Chris Baersten, Ben Fuentes (Kennedy Jenks), Ida Ottesen (Nakano Associates), Mike Denlinger (Schemata Workshop)

- Community Investment: Shannon Lee, Deb Guenther (Mithun), Cadence Petros, Jade Aguilar (EcoNW), Annalise Ritter, Melanie del Rosario (Triangle), Priya Saxena (Equitable Future), Robin Thaler (Mayfly Engineering)

The SPU leadership meetings were attended by:

- Ellen Stewart, SPU Drainage & Wastewater, Deputy Director
- Ben Marre, SPU Drainage & Wastewater, Planning & Program Management Division Director
- Tracy Tackett, SPU Drainage & Wastewater, Capital Portfolio Manager
- Keri Burchard-Juarez, SPU Project Delivery & Engineering Branch, Deputy Director
- Frank Coulter, SPU Project Delivery & Engineering Branch, PMCD Division Director
- Tara Wong-Esteban, SPU DWW System Management, Division Director
- Steve Hamai, SPU Environmental Justice and Service Equity, Advisor & Facilitator
- Shailee Sztern, SPU Project Delivery & Engineering Branch, DWW Section Manager
- Christina Kapoi, SPU Project Delivery & Engineering Branch, Project Manager

4.2. Leadership Gathering

The goals of the leadership gathering were to confirm that the appropriate SPU and City staff are engaged in the project, to highlight the decisions and milestones in the upcoming two years and confirm the leadership engagement plan.

The team members engaged in Options Analysis represent Drainage & Wastewater (DWW) Line of Business (LOB), Project Delivery and Engineering Branch (PDEB), and Corporate Policy. The leadership engagement plan consists of monthly DWW briefings attended by staff from each branch (Ellen Stewart, Ben Marre, Tracy Tackett, Keri Burchard-Juarez, Frank Coulter, Shailee Sztern, Christina Kapoi, Joelle Torre, Ann Grodnic-Nagle), elevation of key topics by project leads, and engagement in the *Leadership Engagement* and *Report Out* meetings included within the RET process.

4.3. Grounding Workshops

Led by Steve Hamai, the goals of the Grounding Workshops were to provide workshop participants with an introduction to Race and Social Justice principles in order to hold meaningful discussions during the RET. The Grounding Workshops were optional but strongly recommended for team members who had not participated in an SPU RET or received Race and Social Justice learning. SPU questioned whether the Consultant teams should bill the project for SPU provided training as the training is transferrable and marketable to other SPU projects. The Consultant teams agreed that the training would not be billable to SPU, but recommended that consideration for WMBE firms billing in the future be considered.

The first grounding workshop provided foundational training on the types of racism, why the City leads with race, and the City's Race and Social Justice Initiative. An overview of the RET process and the purpose of completing the RET was also discussed.

During the second grounding workshop, participants discussed an SPU specific scenario-based example regarding power and racial inequity (a training commonly known as 'Meet Ming'). The

workshop was interactive, and volunteers read through the script and then the group collectively discussed a series of questions that considered the power and racial inequities through the lens of a community member (Ming) and the fictitious project team. The questions also prompted the group to consider our actions through a structural lens in order to support the dismantling of racial inequity.

4.4. Co-Development Meeting

The objective of the co-development meeting was to introduce a range of co-development structures and outline options for community involvement at various stages of the development process. There is a tendency to focus on equitable outcomes however there should be a greater focus on integrating equity throughout the whole process. The co-development meeting aligns with the RET series because it requires deep thinking about power sharing and how SPU can center community through building relationships and better understanding the community's goals and capacity for co-development.

Prior to engaging community, SPU needs to reflect and conduct an honest self-assessment regarding the Utility's tolerance for power sharing and the boundaries that the project team is operating within. The team needs to have a common understanding of what is possible and what the constraints are so we don't overpromise to community. "Clear is Kind. Unclear is Unkind" (Elaine Yeung).

4.5. Leadership Engagement Meeting

The objectives of the leadership engagement meeting were to bring SPU leadership together to discuss staff and leadership participation and contributions to the project using the Shape Our Water Equity Framework Power Analysis tool and to review the 'Spectrum of Public Participation'.

The Power Analysis tool was used to guide participants' reflection on their role on the project team and the type of influence (time, resources, information, perceived ability to influence outcomes) they have within the decision-making process and how they are personally or professionally impacted (positively, negatively, or missed opportunity) by the project's benefits. Participants were asked to consider if there are SPU or City stakeholders that are impacted by the project and have not been included on the leadership or project team.

The 'Spectrum of Public Participation' was introduced and utilized to describe a scale of power sharing with community and what the varying types of community engagement approaches look like along the spectrum. Selecting one level or approach may not be appropriate for the entire scope or duration of the project. The project team utilized the 'Spectrum of Public Participation' as a discussion tool during the RET to help frame recommendations to leadership.

4.6. RET Workshops

The goals of the RET series were to better understand and define the South Park community within the context of the SPWQF project, discuss the challenges and opportunities of delivering a community centered capital project as a City Department, and identify goals for achieving

inclusive and racially equitable project planning and engagement work. Steve Hamai facilitated these sessions.

During the first RET workshop, the workshop participants shared their knowledge of the South Park community, Government's presence and pre-existing relationships in South Park, and current and planned projects within South Park. It was important for the team to look beyond the project's influence and acknowledge that government's presence within South Park has spanned many decades and will continue to do so which is why it's important to recognize the burden this has placed on the community. Understanding the context of where the SPWQF project fits in relation to other past, current or planned projects within South Park will guide the development of the engagement plan.

Workshop participants were provided several sample RET Statements and asked to write down what they thought the SPWQF project's nexus to racial equity included. After the workshop, the meeting facilitators identified themes in the individual statements and used them as the basis for developing the project's draft RET Statement.

During the second RET workshop, participants collectively reviewed and commented on the draft RET Statement. Due to the number of comments and time constraints within the workshop, the meeting facilitators revised the RET Statement off-line for the team to review during the fourth RET session.

Workshop participants were then divided into small groups to discuss a subset of questions selected from *SPU's Comprehensive List of Racial Equity Toolkit Questions*. The questions focused on identifying the racial or socio-economic composition of the affected groups and disparities or inequities that have occurred in the past, the power dynamics between the project and the affected groups, how our position, perspectives, or implicit bias may influence our decisions, and what actions we can take to advance equity. At the end of the session, the small groups rejoined the larger group and shared responses to each of the questions.

During the third RET workshop, participants discussed a new subset of questions selected from *SPU's Comprehensive List of Racial Equity Toolkit Questions* in small breakout groups. These questions asked the team to consider inclusive stakeholder engagement, identify key project decisions and shared decision-making opportunities with the community, and identify opportunities to leverage engagement efforts with other services or projects. At the end of the session, the breakout groups shared their responses to the questions with the larger group.

Before the final RET workshop, the facilitators identified themes from the second and third workshop breakout group discussions. These themes formed the basis for the team's recommendations for next steps.

During the final RET workshop, the participants reviewed and agreed upon the RET themes and proposed next steps. The themes highlight the importance of considering what the project team can do to reduce community engagement fatigue (where different departments and agencies repeatedly ask community members for their input sometimes with little to no outcome), leverage the engagement efforts of other projects, and build authentic relationships with the

community. A detailed discussion of the themes and recommendations is presented in Section 5.0.

Participants were then provided an opportunity to review and edit the revised RET Statement in breakout groups. The RET Statement defines who the project intends to benefit and lists the project's racial equity goals. After the session, the facilitators synthesized the edits and comments from the breakout groups into the final RET Statement which is presented in Section 5.0.

5. RET Statement

The RET Statement is a nexus between the project and racial equity. It asks the project team to look beyond the technical scope of the project and describe how the project can include racial equity principles and values throughout project processes, delivery, construction, and operation. The SPWQF project team's RET Statement is:

As a government institution, Seattle Public Utilities (SPU) holds the power to make decisions and implement projects that have far-reaching and long-lasting impacts to its communities. Because of this, SPU is uniquely situated to undo harmful outcomes of racial inequity. The South Park Water Quality Facility (SPWQF) project includes purchasing private property (Silver Bay Logging (SBL)) along the riverfront and remediation of contaminated soils and groundwater. Redevelopment of the property can accommodate both a stormwater treatment facility that will clean stormwater before it is discharged into the Duwamish River and community space. This offers an opportunity for SPU to find a partner that can create a space to benefit the community.

The SPWQF project will provide community benefit opportunities as prioritized in the Duwamish Valley Action Plan (DVAP) and other community engagements for Duwamish Valley residents and workers, focusing on Black, Indigenous, people of color (BIPOC), immigrants, refugees, people with low wealth, youth, and limited English proficiency individuals. This project will endeavor to:

- Define what it means to center community in regard to decision making and power sharing.
- Be intentional and authentic about how SPU is present in the community for near-term engagements and long-term capacity. Prioritize quality community engagement over a higher quantity of engagement. Act in a way that considers both the project's relationship to community and the long-term relationship between government representatives, the property (SPU and partner), the identified community, and the environment.
- Build upon past work and identify synergies with other projects within the project's vicinity including the Duwamish Valley Resilience District and King County.
- Support long-term community cohesion, social connectedness, and resiliency during the community engagement phase, the construction phase, and the implementation phase.
- Learn from other City Departments' delivery and community presence strategies.
- Be a model for how future projects are delivered at SPU.

6. Themes and Recommendations

To advance the project's racial equity goals identified within the RET Statement the project team agreed upon a set of recommendations for near term next steps. These actions are based on the themes that were identified from the responses to the RET questions discussed during the workshops.

6.1. Learn from and acknowledge the work of other project teams.

Recommendation: Conduct an engagement audit of past and current projects in South Park.

By conducting an engagement audit, the project team will learn from and build upon other projects and City Departments' engagement strategies. The team will review feedback that the community has provided regarding their priorities and goals which will focus the project's initial engagement effort and reduce community fatigue. During the audit ask ourselves:

- What has the community already told us and who from the community told us? Did the project incorporate the community's feedback? If so, was it successful? If not, why?
- Whose voices have been prioritized in the past?
- What engagement strategies have been utilized and were they successful?
- What engagements are planned for in the future?

6.2. Understand what co-development means in terms of what SPU can and cannot do.

Recommendation: Research what legal framework SPU must operate within and define foundational co-development boundaries with SPU leadership.

Understanding the legal framework and completing an honest self-assessment regarding SPU's capacity for co-development will help to narrow down the co-development options and define boundaries before approaching potential partners and the community. Ask the project team and leadership:

- How much time does SPU have for co-development? Staff capacity? Ability to grow community capacity?
- What are SPU's objectives for co-development?
- What decisions will the community be involved in making?
- Is SPU ready to embark on co-development? Public private partnership?

6.3. Leverage the engagement efforts of other current or upcoming projects.

Recommendation: Develop a roadmap of current and planned projects in South Park that includes a timeline of key milestones/decisions and engagement opportunities for each project.

The roadmap will be a resource for the project team and help guide coordination with other projects. The roadmap will also provide transparency to the community regarding

the scope and duration of current and planned projects which allows the community to choose when they want to be engaged (and for which project). The roadmap will:

- Identify opportunities to build upon past/current relationships from other projects.
- Identify opportunities to align with other projects or community events to lessen the engagement burden on community.
- Right size our engagement efforts based on the context of all the other projects within South Park.

6.4. Build consensus within SPU and the community on the level of power sharing with community for key project decisions that will have shared decision making.

Recommendation: Use the 'Spectrum of Public Participation' to select and agree upon an engagement level(s) for each key project decision.

Selecting an engagement level(s) for key project decisions at the onset of Options Analysis and co-development planning ensures that the project team has a shared understanding of the degree to which the project will be "Community Centered". It will guide the development of the engagement plan. Ask the project team and leadership:

- What level of power sharing does SPU have capacity for? What additional learning, training, or process improvements might SPU need to make and implement a decision?
- What capacity does community have to participate?
- Which decisions will community be involved in or want to be involved in? Will community be involved in all components of the SPWQF?

7. Reflections & Next Steps

At the conclusion of the RET, the team had the following observations and reflections:

- Very few people on the team have established relationships in the South Park community and building relationships takes time.
- Our team is not fully reflective of the South Park community. We need to be especially thoughtful in how we show up with South Park community members.
- Finding opportunities to connect authentically with members of the South Park community will be part of the responsibility of the team members. We plan to build on existing relationships that City staff have, including Alberto, David, Grant, Ann, and Tracy.
- Messaging to leadership and elected officials needs to emphasize that the project team is redefining norms and pushing boundaries.

After completing the recommendations in Sections 6.1 through 6.4 the RET workshop participants will reconvene to debrief and discuss next steps including:

- How should we develop a public engagement plan? If community is involved, what does that look like?
 - How much capacity does the community currently have for this work?
 - What type of engagement is appropriate for a project with a CD deadline?

- Do we think a project-specific Community Advisory Group is needed? If so, how would we go about building one that is equitable, inclusive, and thoughtful of participant’s time?
- Are we ready to develop a Co-Development Plan? If not, what else do we need?

During development of the public engagement plan, acknowledge that there are many communities within South Park and the project team should not rely on a single voice or perspective. Include a balance of perspectives. The team plans to:

- Focus outreach efforts with Duwamish Valley residents and workers, including Black, Indigenous, people of color (BIPOC), immigrants, refugees, people with low wealth, youth, and limited English proficiency individuals. We anticipate this being a balance of consult/involve/collaborate (understand that true “collaboration” opportunities may be limited and there may be none depending on the co-development pathway).
- We plan to provide information to the broad community as well through more general outreach means using the “inform” approach.

During outreach, be clear and honest about what the WQF and co-development projects can and cannot accomplish.

- Let the community know how their information will be used and why it’s important to have their input.
- Provide the community with context; where we’ve been, where we are now, and where we’re going.

8. Conclusion

As a result of applying the RET to the SPWQF project, the project teams identified the following next-step follow-up tasks:

Task Description	Intended Benefits of Described Task	Staffing/Resource Needs
1. Conduct an engagement audit of past and current projects in South Park.	See Section 6.1 above	Scope and authorize new task under Consultant’s current Work Assignment
2. Research co-development legal framework SPU must operate within.	See Section 6.2 above	Already included within Consultant’s scope.
3. Develop a Roadmap of current and planned projects within South Park.	See Section 6.3 above	Scope and authorize new task under Consultant’s current Work Assignment

4. Identify level(s) of engagement for key project decisions.	See Section 6.4 above	Developed by SPU Project Manager and SPU Leadership
5. Reconvene RET group.	See Section 7 above	SPU and Consultant project team members

As a result of applying the RET to the SPWQF project, the following items should be considered by appropriate 'upstream' management or governing bodies:

Recommendation & Brief Description	How and when will this recommendation be presented to the appropriate upstream management or governing body?
1. Reach consensus on the level of power sharing with community for key project decisions	
2. Define foundational co-development boundaries before approaching partners (boundaries beyond just legal boundaries)	

As a result of applying the RET to the SPWQF project, key lessons were learned that should be applied to future related plans, projects, programs or services:

Lessons Learned
<p>1. We included the Consultant Team, which we don't always do for project-specific RET. It offered two benefits:</p> <ul style="list-style-type: none"> - Consultant team members brought valuable insights and enriched the RET discussions. Their experience on similar projects identified the need for follow-up tasks that may not have been otherwise identified. - The consultant team representatives (who are leaders on the consultant side) are now leading with SPU values to some extent, more than they would have if they were not participants. - Engaging the consultant team and SPU helped to deepen working relationships and empathy.
<p>2. More time is always needed. We added a fourth session, and we plan to return for a fifth session after more data gathering has been done (outreach audit, co-development possibilities, etc.)</p>
<p>3. If the project team has limited experience with the community or neighborhood, providing more past and current context for the community is important. This helps the team work from a common understanding including learning more about the community or neighborhood.</p>



Legislation Text

File #: CB 120764, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE granting Fred Hutchinson Cancer Center permission to continue maintaining and operating an existing skybridge over and across Eastlake Avenue East, north of Aloha Street; repealing Section 8 of Ordinance 124240; and providing for the acceptance of the permit and conditions.

WHEREAS, by Ordinance 124240, The City of Seattle granted permission to Fred Hutchinson Cancer

Research Center to construct, maintain, and operate a skybridge over and across Eastlake Avenue East, north of Aloha Street, for a ten-year term, renewable for two successive ten-year terms; and

WHEREAS, since the adoption of Ordinance 124240, The City of Seattle has established a practice for limiting the length of the permit to one 15-year term, renewable for one successive 15-year term, or 20-year term if the initial term was for a 10-year term; and

WHEREAS, reflective of this change Fred Hutchinson Cancer Center submitted an application to the Director of Transportation to renew the permission granted by Ordinance 124240 for a 20-year term; and

WHEREAS, Fred Hutchinson Cancer Research Center merged with Seattle Cancer Care Alliance and the new entity is Fred Hutchinson Cancer Center; and

WHEREAS, the permission authorized by Ordinance 124240 was due for renewal on September 2, 2023; and

WHEREAS, the skybridge provides an above-grade connection for staff and employees between the Fred Hutchinson Cancer Center Weintraub Building and the 1100 Eastlake Avenue East Building; and

WHEREAS, the obligations of Ordinance 124240 remain in effect after the ordinance term expires until the encroachment is removed, or Fred Hutchinson Cancer Center is relieved of the obligations by the Seattle Department of Transportation Director, or the Seattle City Council passes a new ordinance to

renew the permission granted; and

WHEREAS, Fred Hutchinson Cancer Center continues to be obligated by the public benefit mitigation elements stated in Ordinance 124240 for the duration the skybridge remains in the right-of-way; and

WHEREAS, Fred Hutchinson Cancer Center has satisfied all the terms of the original authorizing ordinance and the Director of Transportation recommends that the term permit be renewed for 20 years subject to the terms identified in this ordinance; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. **Permission.** Subject to the terms and conditions of this ordinance, The City of Seattle (“City”) grants permission (also referred to in this ordinance as a “permit”) to Fred Hutchinson Cancer Center, and its successors and assigns as approved by the Director of the Seattle Department of Transportation (“Director”) according to Section 14 of this ordinance (the party named above and each such approved successor and assign are referred to as “Permittee”), to continue maintaining and operating an existing skybridge over and across Eastlake Avenue East, north of Aloha Street. The skybridge is adjacent in whole or in part to the properties legally described as:

Parcel A:

Lot 1, Block 12, East Park Addition to the City of Seattle, according to the plat thereof recorded in Volume 8 of Plats, page 83, in King County, Washington;
Except the Southeasterly 75 feet thereof measured along the Northeasterly line of said Lot 1;
And except that portion thereof conveyed to the State of Washington by deed recorded December 7, 1959 under Recording No. 5110036.

Parcel B:

The Southwesterly 40 feet of Lot 20 and all Lots 21 and 22, Block 12, East Park Addition to the City of Seattle, according to the plat thereof recorded in Volume 8 of Plats, page 83, in King County, Washington.

Parcel C:

Those portions of Prospect Street and Eastlake Avenue East vacated by City of Seattle Ordinance No. 110472, which was corrected and amended by City of Seattle Ordinance No. 114412 recorded March 28, 1989 under Recording No. 8903281048 described as follows:
Beginning at the most Westerly corner of Lot 1, Block 12, East Park Addition to the City of Seattle, according to the plat thereof recorded in Volume 8 of Plats, page 83, in King County, Washington;
Thence South 72° 32’ 12” East along the Southerly line of said block a distance of 39.35 feet, more or less, to the Northwesterly right of way margin of Primary State Highway 1 (Seattle Freeway);

Thence Southwesterly along said right of way margin on a curve to the left with a radius of 1,787.14 feet, a distance of 156.621 feet;
Thence North 89°10'51" West along said right of way margin, a distance of 64.567 feet;
Thence North 00°49'09" East, a distance of 195.50 feet to a point of curvature;
Thence on a curve to the right with a radius of 150 feet, a distance of 91.658 feet to a point of tangency;
Thence North 35°49'48" East, a distance of 37.737 feet to the East line of Eastlake Avenue East;
Thence South 01°13'48" West along said East line, a distance of 144.70 feet to the Southerly line of said Block 12;
Thence Easterly along the South line of said block a distance of 39 feet, more or less, to the Point of Beginning;
Except that portion conveyed for street purposes to the City of Seattle by deed recorded January 16, 2008 under Recording No. 20080116000258.

Parcel D:

That portion of Lot(s) 2 and 3, Block 12, East Park Addition to the City of Seattle according to plat thereof recorded in Volume 8 of Plats, page 63, of King County, Washington lying Northwesterly of a line drawn parallel with and 150 feet Northwesterly, when measured radially from the reversible (r/w center line) survey of State Highway Route 5, Seattle Freeway: Olive Way to Galer Street.

Section 2. **Term.** The permission granted to the Permittee is for a second and final renewed term of 20 years starting on the effective date of this ordinance, and ending at 11:59 p.m. on the last day of the twentieth year. This is the second and final term authorized in Ordinance 124240, subject to the right of the City to require the removal of the skybridge or to revise by ordinance any of the terms and conditions of the permission granted by this ordinance. The Permittee shall submit any application for a new permission no later than one year prior to the expiration of the then-existing term.

Section 3. **Protection of utilities.** The permission granted is subject to the Permittee bearing the expense of any protection, support, or relocation of existing utilities deemed necessary by the owners of the utilities, and the Permittee being responsible for any damage to the utilities due to the construction, repair, reconstruction, maintenance, operation, or removal of the skybridge and for any consequential damages that may result from any damage to utilities or interruption in service caused by any of the foregoing.

Section 4. **Removal for public use or for cause.** The permission granted is subject to use of the street right-of-way or other public place (collectively, "public place") by the City and the public for travel, utility purposes, and other public uses or benefits. The City expressly reserves the right to deny renewal, or terminate

the permission at any time prior to expiration of the initial term or any renewal term, and require the Permittee to remove the skybridge, or any part thereof or installation on the public place, at the Permittee's sole cost and expense if:

A. The City Council determines by ordinance that the space occupied by the skybridge is necessary for any public use or benefit or that the skybridge interferes with any public use or benefit; or

B. The Director determines that use of the skybridge has been abandoned; or

C. The Director determines that any term or condition of this ordinance has been violated, and the violation has not been corrected by the Permittee by the compliance date after a written request by the City to correct the violation (unless a notice to correct is not required due to an immediate threat to the health or safety of the public). A City Council determination that the space is needed for, or the skybridge interferes with, a public use or benefit is conclusive and final without any right of the Permittee to resort to the courts to adjudicate the matter.

Section 5. Permittee's obligation to remove and restore. If the permission granted is not renewed at the expiration of a term, or if the permission expires without an application for a new permission being granted, or if the City terminates the permission, then within 90 days after the expiration or termination of the permission, or prior to any earlier date stated in an ordinance or order requiring removal of the skybridge, the Permittee shall, at its own expense, remove the skybridge and all of the Permittee's equipment and property from the public place and replace and restore all portions of the public place that may have been disturbed for any part of the skybridge in as good condition for public use as existed prior to construction of the skybridge and in at least as good condition in all respects as the abutting portions of the public place as required by Seattle Department of Transportation (SDOT) right-of-way restoration standards.

Failure to remove the skybridge as required by this section is a violation of Chapter 15.90 of the Seattle Municipal Code (SMC) or successor provision; however, applicability of Chapter 15.90 does not eliminate any remedies available to the City under this ordinance or any other authority. If the Permittee does not timely

fulfill its obligations under this section, the City may in its sole discretion remove the skybridge and restore the public place at the Permittee's expense and collect such expense in any manner provided by law.

Upon the Permittee's completion of removal and restoration in accordance with this section, or upon the City's completion of the removal and restoration and the Permittee's payment to the City for the City's removal and restoration costs, the Director shall then issue a certification that the Permittee has fulfilled its removal and restoration obligations under this ordinance. Upon prior notice to the Permittee and entry of written findings that it is in the public interest, the Director may, in the Director's sole discretion, conditionally or absolutely excuse the Permittee from compliance with all or any of the Permittee's obligations under this section.

Section 6. **Repair or reconstruction.** The skybridge shall remain the exclusive responsibility of the Permittee and the Permittee shall maintain the skybridge in good and safe condition for the protection of the public. The Permittee shall not reconstruct or repair the skybridge except in strict accordance with plans and specifications approved by the Director. The Director may, in the Director's judgment, order the skybridge reconstructed or repaired at the Permittee's cost and expense: because of the deterioration of the skybridge; because of the installation, construction, reconstruction, maintenance, operation, or repair of any municipally-owned public utilities; or for any other cause.

Section 7. **Failure to correct unsafe condition.** After written notice to the Permittee and failure of the Permittee to correct an unsafe condition within the time stated in the notice, the Director may order the skybridge be removed at the Permittee's expense if the Director deems that the skybridge creates a risk of injury to the public. If there is an immediate threat to the health or safety of the public, a notice to correct is not required.

Section 8. **Continuing obligations.** Notwithstanding termination or expiration of the permission granted, or removal of the skybridge, the Permittee shall remain bound by all of its obligations under this ordinance until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance, or the Seattle City Council passes a new ordinance to

renew the permission granted and/or establish a new term. Notwithstanding the issuance of that certification, the Permittee shall continue to be bound by the obligations in Section 9 of this ordinance and shall remain liable for any unpaid fees assessed under Sections 15 and 17 of this ordinance.

Section 9. **Release, hold harmless, indemnification, and duty to defend.** The Permittee, by accepting the terms of this ordinance, releases the City, its officials, officers, employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense, attorneys' fees, or damages of every kind and description arising out of or by reason of the skybridge or this ordinance, including but not limited to claims resulting from injury, damage, or loss to the Permittee or the Permittee's property.

The Permittee agrees to at all times defend, indemnify, and hold harmless the City, its officials, officers, employees, and agents from and against all claims, actions, suits, liability, loss, costs, expense, attorneys' fees, or damages of every kind and description, excepting only damages that may result from the sole negligence of the City, that may accrue to, be asserted by, or be suffered by any person or property including, without limitation, damage, death, or injury to members of the public or to the Permittee's officers, agents, employees, contractors, invitees, tenants, tenants' invitees, licensees, or successors and assigns, arising out of or by reason of:

A. The existence, condition, construction, reconstruction, modification, maintenance, operation, use, or removal of the skybridge, or any portion thereof, or the use, occupation, or restoration of the public place or any portion thereof by the Permittee or any other person or entity;

B. Anything that has been done or may at any time be done by the Permittee by reason of this ordinance; or

C. The Permittee failing or refusing to strictly comply with every provision of this ordinance; or arising out of or by reason of the skybridge or this ordinance in any other way.

If any suit, action, or claim of the nature described above is filed, instituted, or begun against the City, the Permittee shall upon notice from the City defend the City, with counsel acceptable to the City, at the sole

cost and expense of the Permittee, and if a judgment is rendered against the City in any suit or action, the Permittee shall fully satisfy the judgment within 90 days after the action or suit has been finally determined, if determined adversely to the City. If it is determined by a court of competent jurisdiction that Revised Code of Washington (RCW) 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or result from the concurrent negligence of the City, its agents, contractors, or employees, and the Permittee, its agents, contractors, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Permittee or the Permittee's agents, contractors, or employees.

Section 10. **Insurance.** For as long as the Permittee exercises any permission granted by this ordinance and until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own expense, insurance and/or self-insurance that protects the Permittee and the City from claims and risks of loss from perils that can be insured against under commercial general liability (CGL) insurance policies in conjunction with:

A. Construction, reconstruction, modification, operation, maintenance, use, existence, or removal of the skybridge, or any portion thereof, as well as restoration of any disturbed areas of the public place in connection with removal of the skybridge;

B. The Permittee's activity upon or the use or occupation of the public place described in Section 1 of this ordinance; and

C. Claims and risks in connection with activities performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements are CGL insurance written on an occurrence form at least as broad as the Insurance Services Office (ISO) CG 00 01. The City requires insurance coverage to be placed with an insurer admitted and licensed to conduct business in Washington State or with a surplus lines carrier pursuant to chapter 48.15 RCW. If coverage is placed with any other insurer or is partially or wholly self-insured, such

insurer(s) or self-insurance is subject to approval by the City's Risk Manager.

Minimum limits of liability shall be \$5,000,000 per Occurrence; \$10,000,000 General Aggregate; \$5,000,000 Products/Completed Operations Aggregate, including Premises Operations; Personal/Advertising Injury; Contractual Liability. Coverage shall include "The City of Seattle, its officers, officials, employees and agents" as additional insureds for primary and non-contributory limits of liability subject to a Separation of Insureds clause.

Within 60 days after the effective date of this ordinance, the Permittee shall provide to the City, or cause to be provided, certification of insurance coverage including an actual copy of the blanket or designated additional insured policy provision per the ISO CG 20 12 endorsement or equivalent. The insurance coverage certification shall be delivered or sent to the Director or to SDOT at an address as the Director may specify in writing from time to time. The Permittee shall provide a certified complete copy of the insurance policy to the City promptly upon request.

If the Permittee is self-insured, a letter of certification from the Corporate Risk Manager may be submitted in lieu of the insurance coverage certification required by this ordinance, if approved in writing by the City's Risk Manager. The letter of certification must provide all information required by the City's Risk Manager and document, to the satisfaction of the City's Risk Manager, that self-insurance equivalent to the insurance requirements of this ordinance is in force. After a self-insurance certification is approved, the City may from time to time subsequently require updated or additional information. The approved self-insured Permittee must provide 30 days' prior notice of any cancellation or material adverse financial condition of its self-insurance program. The City may at any time revoke approval of self-insurance and require the Permittee to obtain and maintain insurance as specified in this ordinance.

In the event that the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall maintain in effect the insurance required under this section until the Director has approved the assignment or transfer pursuant to Section 14 of this ordinance.

Section 11. **Contractor insurance.** The Permittee shall contractually require that any and all of its contractors performing work on any premises contemplated by this permit name “The City of Seattle, its officers, officials, employees and agents” as additional insureds for primary and non-contributory limits of liability on all CGL, Automobile and Pollution liability insurance and/or self-insurance. The Permittee shall also include in all contract documents with its contractors a third-party beneficiary provision extending to the City construction indemnities and warranties granted to the Permittee.

Section 12. **Performance bond.** Within 60 days after the effective date of this ordinance, the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond executed by a surety company authorized and qualified to do business in the State of Washington, in the amount of \$120,000 and conditioned with a requirement that the Permittee shall comply with every provision of this ordinance and with every order the Director issues under this ordinance. The Permittee shall ensure that the bond remains in effect until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance. An irrevocable letter of credit approved by the Director in consultation with the City Attorney’s Office may be substituted for the bond. In the event that the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall maintain in effect the bond or letter of credit required under this section until the Director has approved the assignment or transfer pursuant to Section 14 of this ordinance.

Section 13. **Adjustment of insurance and bond requirements.** The Director may adjust minimum liability insurance levels and surety bond requirements during the term of this permission. If the Director determines that an adjustment is necessary to fully protect the interests of the City, the Director shall notify the Permittee of the new requirements in writing. The Permittee shall, within 60 days of the date of the notice, provide proof of the adjusted insurance and surety bond levels to the Director.

Section 14. **Consent for and conditions of assignment or transfer.** When the Property is transferred, the permission granted by this ordinance shall be assignable and transferable by operation of law pursuant to

Section 20 of this ordinance. Continued occupation of the right-of-way constitutes the Permittee's acceptance of the terms of this ordinance, and the new owner shall be conferred with the rights and obligations of the Permittee by this ordinance. Other than a transfer to a new owner of the Property, the Permittee shall not transfer, assign, mortgage, pledge, or encumber the same without the Director's consent, which the Director shall not unreasonably refuse. The Director may approve assignment or transfer of the permission granted by this ordinance to a successor entity only if the successor or assignee has provided, at the time of the assignment or transfer, the bond and certification of insurance coverage required under this ordinance, and has paid any fees due under Sections 15 and 17 of this ordinance. Upon the Director's approval of an assignment or transfer, the rights and obligations conferred on the Permittee by this ordinance shall be conferred on the successors and assigns. Any person or entity seeking approval for an assignment or transfer of the permission granted by this ordinance shall provide the Director with a description of the current and anticipated use of the skybridge.

Section 15. **Inspection fees.** The Permittee shall, as provided by Chapter 15.76 SMC or successor provision, pay the City the amounts charged by the City to inspect the skybridge during construction, reconstruction, repair, annual safety inspections, and at other times deemed necessary by the City. An inspection or approval of the skybridge by the City shall not be construed as a representation, warranty, or assurance to the Permittee or any other person as to the safety, soundness, or condition of the skybridge. Any failure by the City to require correction of any defect or condition shall not in any way limit the responsibility or liability of the Permittee. The Permittee shall pay the City the amounts charged by the City to review the inspection reports required by Section 16 of this ordinance.

Section 16. **Inspection reports.** The Permittee shall submit to the Director, or to SDOT at an address specified by the Director, an inspection report that:

- A. Describes the physical dimensions and condition of all load-bearing elements;
- B. Describes any damages or possible repairs to any element of the skybridge;
- C. Prioritizes all repairs and establishes a timeframe for making repairs; and

D. Is stamped by a professional structural engineer licensed in the State of Washington.

A report meeting the foregoing requirements shall be submitted within 60 days after the effective date of this ordinance; subsequent reports shall be submitted every two years, provided that, in the event of a natural disaster or other event that may have damaged the skybridge, the Director may require that additional reports be submitted by a date established by the Director. The Permittee has the duty of inspecting and maintaining the skybridge. The responsibility to submit structural inspection reports periodically or as required by the Director does not waive or alter any of the Permittee's other obligations under this ordinance. The receipt of any reports by the Director shall not create any duties on the part of the Director. Any failure by the Director to require a report, or to require action after receipt of any report, shall not waive or limit the obligations of the Permittee.

Section 17. **Annual fee.** Beginning on the effective date of this ordinance the Permittee shall pay an Issuance Fee, and annually thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the Director, an Annual Renewal Fee, and an Annual Use and Occupation Fee of \$73,743.75, or as adjusted annually thereafter, for the privileges granted by this ordinance.

Adjustments to the Annual Use and Occupation Fee shall be made in accordance with a term permit fee schedule adopted by the City Council and may be made every year. In the absence of a schedule, the Director may only increase or decrease the previous year's fee to reflect any inflationary changes so as to charge the fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee by the percentage change between the two most recent year-end values available for the Consumer Price Index for the Seattle-Tacoma-Bellevue Area, All Urban Consumers, All Products, Not Seasonally Adjusted. Permittee shall pay any other applicable fees, including fees for reviewing applications to renew the permit after expiration of the first term. All payments shall be made to the City Finance Director for credit to the Transportation Fund.

Section 18. **Compliance with other laws.** The Permittee shall construct, maintain, and operate the skybridge in compliance with all applicable federal, state, County, and City laws and regulations. Without limitation, in all matters pertaining to the skybridge, the Permittee shall comply with the City's laws prohibiting

discrimination in employment and contracting including Seattle’s Fair Employment Practices Ordinance, Chapter 14.04 SMC, and Fair Contracting Practices Code, Chapter 14.10 SMC (or successor provisions).

Section 19. Acceptance of terms and conditions. The Permittee shall provide evidence of insurance coverage required by Section 10 of this ordinance, the bond as required by Section 12 of this ordinance, and the covenant agreement required by Section 20 of this ordinance within 60 days after the effective date of this ordinance. Continued occupation of the right-of-way constitutes the Permittee’s acceptance of the terms of this ordinance.

Section 20. Obligations run with the Property. The obligations and conditions imposed on the Permittee by and through this ordinance are covenants that run with the land and bind subsequent owners of the property adjacent to the skybridge and legally described in Section 1 of this ordinance (the “Property”), regardless of whether the Director has approved assignment or transfer of the permission granted herein to such subsequent owner(s). At the request of the Director, the Permittee shall provide to the Director a current title report showing the identity of all owner(s) of the Property and all encumbrances on the Property. The Permittee shall, within 60 days of the effective date of this ordinance, and prior to conveying any interest in the Property, deliver to the Director upon a form to be supplied by the Director, a covenant agreement imposing the obligations and conditions set forth in this ordinance, signed and acknowledged by the Permittee and any other owner(s) of the Property and recorded with the King County Recorder’s Office. The Director shall file the recorded covenant agreement with the City Clerk. The covenant agreement shall reference this ordinance by its ordinance number. At the request of the Director, Permittee shall cause encumbrances on the Property to be subordinated to the covenant agreement.

Section 21. Public benefit mitigation. The Permittee shall continue to maintain and operate the public benefits stated in Ordinance 124240, Section 21, including:

A. Public connection from Eastlake Avenue East and Fairview Avenue North with an overlook plaza with enhanced sidewalk with stone garden, terraced stair with bicycle amenities, seating, passive water feature,

landscaping, lighting, and signage that states that the privately-owned public space is accessible to the public 24 hours a day, seven days a week;

B. A pedestrian crosswalk across Eastlake Avenue East;

C. An art sculpture installation on Eastlake Avenue East;

D. Enhanced sidewalk and landscaping along west side of Eastlake Avenue East with pocket park with public seating; and

E. Improved and expanded landscape area on Washington State Department of Transportation property on the east side of Eastlake Avenue East.

Section 22. **Repeal of Section 8 of Ordinance 124240.** Section 8 of Ordinance 124240 is repealed.

Section 23. **Section titles.** Section titles are for convenient reference only and do not modify or limit the text of a section.

Section 24. 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)

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Seattle Department of Transportation	Amy Gray	Christie Parker

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE granting Fred Hutchinson Cancer Center permission to continue maintaining and operating an existing skybridge over and across Eastlake Avenue East, north of Aloha Street; repealing Section 8 of Ordinance 124240; and providing for the acceptance of the permit and conditions.

Summary and Background of the Legislation:

This legislation allows Fred Hutchinson Cancer Center to continue maintaining and operating the existing skybridge and across Eastlake Avenue East, north of Aloha Street. The skybridge permit is for a period of 20 years, commencing on the effective date of the ordinance. The legislation specifies the conditions under which permission is granted.

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

Expenditure Change (\$); General Fund	2024	2025 est.	2026 est.	2027 est.	2028 est.
Expenditure Change (\$); Other Funds	2024	2025 est.	2026 est.	2027 est.	2028 est.

Revenue Change (\$); General Fund	2024	2025 est.	2026 est.	2027 est.	2028 est.
Revenue Change (\$); Other Funds	2024	2025 est.	2026 est.	2027 est.	2028 est.
	Annual Fee: \$73,743.75	TBD	TBD	TBD	TBD

Number of Positions	2024	2025 est.	2026 est.	2027 est.	2028 est.

Total FTE Change	2024	2025 est.	2026 est.	2027 est.	2028 est.

3.b. Revenues/Reimbursements

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

Anticipated Revenue/Reimbursement Resulting from This Legislation:

Fund Name and Number	Dept	Revenue Source	2024 Revenue	2025 Estimated Revenue
Transportation Fund (13000)	SDOT	Annual Fee	\$73,743.75	TBD
TOTAL			\$73,743.75	TBD

Revenue/Reimbursement Notes:

The 2024 fee is based on the 2024 land value as assessed by King County.

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.

No.

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.

No.

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

If the legislation is not enacted by City Council, the City of Seattle will not receive the 2024 fee of \$73,743.75 and future annual fees.

4. OTHER IMPLICATIONS

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

N/A

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, the Fred Hutchinson Cancer Center property legally described in Section 1 of the Council Bill.

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

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

This legislation renews the term permit for an existing skybridge. The legislation does not impact vulnerable or historically disadvantaged communities.

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.

This legislation is not likely to increase or decrease carbon emissions in a material way.

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

This legislation will not increase or decrease Seattle's ability to adapt to climate change in a material way.

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:

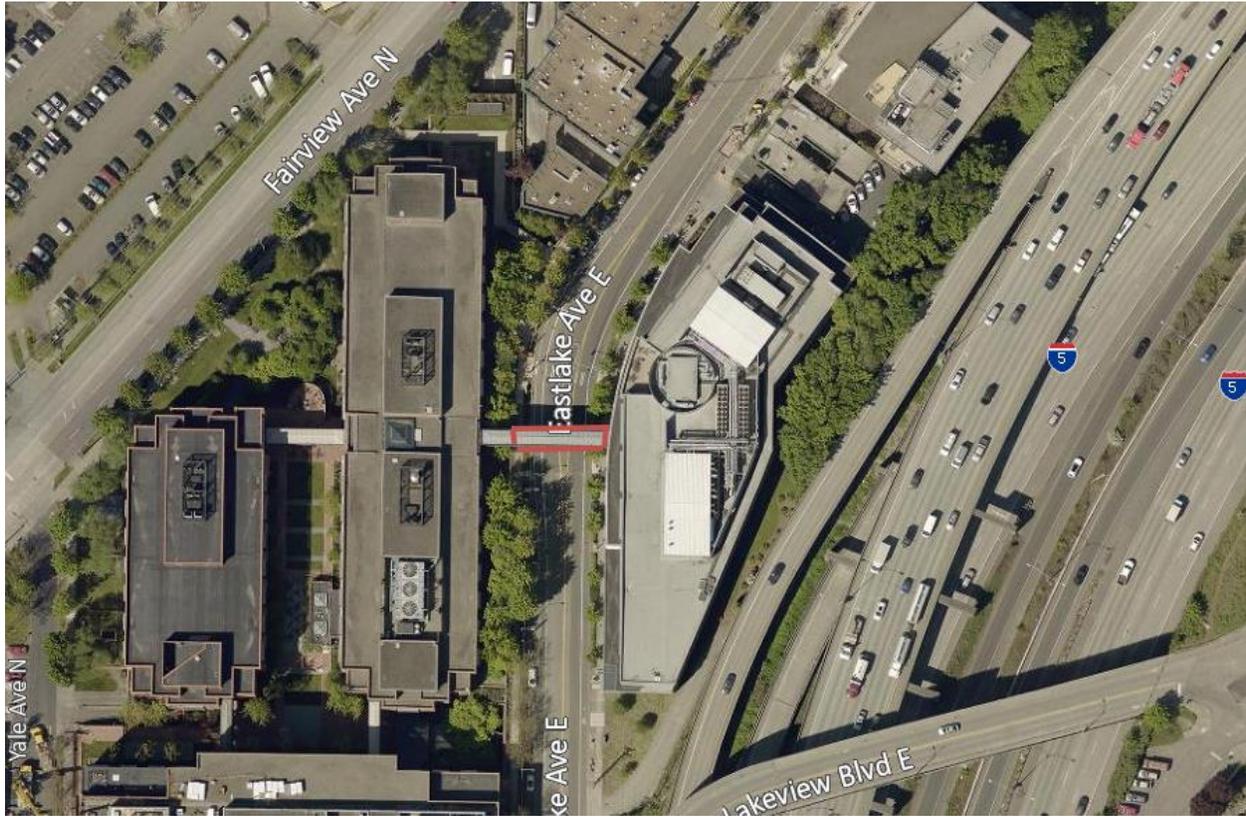
Summary Attachment A – Fred Hutchinson Cancer Center Skybridge Area Map

Summary Attachment B – Fred Hutchinson Cancer Center Skybridge Photos

Summary Attachment C – Fred Hutchinson Cancer Center Skybridge Annual Fee Assessment

Summary

Fred Hutchinson Cancer Center Skybridge Area Map



Map is for informational purposes only and is not intended to modify or supplement the legal description(s) in the Ordinance.

Fred Hutchinson Cancer Center Skybridge Photos



View looking south



View looking north



Interior

STREET USE ANNUAL FEE ASSESSMENT

Date: 12/21/2023

Summary:
Land Value: \$575/SF
2024 Permit Fee:
\$72,743.75

I. Property Description:

An existing skybridge over and across Eastlake Avenue East, north of Aloha Street. The pedestrian skybridge provides a connection between the Fred Hutchinson Cancer Center Weintraub Building and 1100 Eastlake Avenue East Building. The skybridge total area is 855 square feet.

Applicant:

Fred Hutchinson Cancer Center

Abutting Parcels, Property Size, Assessed Value:

2024

Parcel 2163901105; Lot size: 42,054
Tax year 2024 Appraised Land Value \$24,181,000 (\$575/sq ft)

Parcel 1984200455; Lot size: 177,682
Tax year 2024 Appraised Land Value \$102,167,100 (\$575/sq ft)

II. Annual Fee Assessment:

The 2024 permit fee is calculated as follows:

$(\$575/\text{SF}) \times (855 \text{ SF}) \times (200\%) \times (7.5\%) = \$73,743.75$ where 200% is the degree of alienation for above-grade private skybridges and 7.5% is the annual rate of return.

Fee methodology authorized under Ordinance 123485, as amended by Ordinances 123585, 123907, and 124532.



Legislation Text

File #: CB 120765, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE granting Fred Hutchinson Cancer Center permission to continue maintaining and operating an existing service tunnel under and across Eastlake Avenue East, north of Aloha Street; repealing Section 8 of Ordinance 123918; and providing for the acceptance of the permit and conditions.

WHEREAS, by Ordinance 123918, The City of Seattle granted permission to Fred Hutchinson Cancer

Research Center to construct, maintain, and operate a service tunnel under and across Eastlake Avenue East, north of Aloha Street, for a ten-year term, renewable for two successive ten-year terms; and

WHEREAS, since the adoption of Ordinance 123918, The City of Seattle has established a practice for limiting the length of permit to one 15-year term, renewable for one successive 15-year term, or 20-year term if the initial term was for a 10-year term; and

WHEREAS, reflective of this change Fred Hutchinson Cancer Center submitted an application to the Director of Transportation to renew the permission granted by Ordinance 123918 for a 20-year term; and

WHEREAS, Fred Hutchinson Cancer Research Center merged with Seattle Cancer Care Alliance and the new entity is Fred Hutchinson Cancer Center; and

WHEREAS, the permission authorized by Ordinance 123918 was due for renewal on August 8, 2022; and

WHEREAS, the service tunnel provides a below-grade connection for staff and employees between the Fred Hutchinson Cancer Center Weintraub Building and the 1100 Eastlake Avenue East Building; and

WHEREAS, the obligations of Ordinance 123918 remain in effect after the ordinance term expires until the encroachment is removed, or Fred Hutchinson Cancer Center is relieved of the obligations by the Seattle Department of Transportation Director, or the Seattle City Council passes a new ordinance to

renew the permission granted; and

WHEREAS, Fred Hutchinson Cancer Center has satisfied all the terms of the original authorizing ordinance and the Director of Transportation recommends that the term permit be renewed for 20 years subject to the terms identified in this ordinance; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. **Permission.** Subject to the terms and conditions of this ordinance, The City of Seattle (“City”) grants permission (also referred to in this ordinance as a “permit”) to Fred Hutchinson Cancer Center, and its successors and assigns as approved by the Director of the Seattle Department of Transportation (“Director”) according to Section 14 of this ordinance (the party named above and each such approved successor and assign are referred to as “Permittee”), to continue maintaining and operating an existing service tunnel under and across Eastlake Avenue East, north of Aloha Street. The service tunnel is adjacent in whole or in part to the properties legally described as:

Parcel A:

Lot 1, Block 12, East Park Addition to the City of Seattle, according to the plat thereof recorded in Volume 8 of Plats, page 83, in King County, Washington;
Except the Southeasterly 75 feet thereof measured along the Northeasterly line of said Lot 1;
And except that portion thereof conveyed to the State of Washington by deed recorded December 7, 1959 under Recording No. 5110036.

Parcel B:

The Southwesterly 40 feet of Lot 20 and all Lots 21 and 22, Block 12, East Park Addition to the City of Seattle, according to the plat thereof recorded in Volume 8 of Plats, page 83, in King County, Washington.

Parcel C:

Those portions of Prospect Street and Eastlake Avenue East vacated by City of Seattle Ordinance No. 110472, which was corrected and amended by City of Seattle Ordinance No. 114412 recorded March 28, 1989 under Recording No. 8903281048 described as follows:
Beginning at the most Westerly corner of Lot 1, Block 12, East Park Addition to the City of Seattle, according to the plat thereof recorded in Volume 8 of Plats, page 83, in King County, Washington;
Thence South 72°32’12” East along the Southerly line of said block a distance of 39.35 feet, more or less, to the Northwesterly right of way margin of Primary State Highway 1 (Seattle Freeway);
Thence Southwesterly along said right of way margin on a curve to the left with a radius of 1,787.14 feet, a distance of 156.621 feet;
Thence North 89°10’51” West along said right of way margin, a distance of 64.567 feet;
Thence North 00°49’09” East, a distance of 195.50 feet to a point of curvature;

Thence on a curve to the right with a radius of 150 feet, a distance of 91.658 feet to a point of tangency; Thence North 35°49'48" East, a distance of 37.737 feet to the East line of Eastlake Avenue East; Thence South 01°13'48" West along said East line, a distance of 144.70 feet to the Southerly line of said Block 12; Thence Easterly along the South line of said block a distance of 39 feet, more or less, to the Point of Beginning; Except that portion conveyed for street purposes to the City of Seattle by deed recorded January 16, 2008 under Recording No. 20080116000258.

Parcel D:

That portion of Lot(s) 2 and 3, Block 12, East Park Addition to the City of Seattle according to plat thereof recorded in Volume 8 of Plats, page 63, of King County, Washington lying Northwesterly of a line drawn parallel with and 150 feet Northwesterly, when measured radially from the reversible (r/w center line) survey of State Highway Route 5, Seattle Freeway: Olive Way to Galer Street.

Section 2. **Term.** The permission granted to the Permittee is for a second and final renewed term of 20 years starting on the effective date of this ordinance, and ending at 11:59 p.m. on last day of the twentieth year. This is the second and final term authorized in Ordinance 123918, subject to the right of the City to require the removal of the service tunnel or to revise by ordinance any of the terms and conditions of the permission granted by this ordinance. The Permittee shall submit any application for a new permission no later than one year prior to the expiration of the then-existing term.

Section 3. **Protection of utilities.** The permission granted is subject to the Permittee bearing the expense of any protection, support, or relocation of existing utilities deemed necessary by the owners of the utilities, and the Permittee being responsible for any damage to the utilities due to the construction, repair, reconstruction, maintenance, operation, or removal of the service tunnel and for any consequential damages that may result from any damage to utilities or interruption in service caused by any of the foregoing.

Section 4. **Removal for public use or for cause.** The permission granted is subject to use of the street right-of-way or other public place (collectively, "public place") by the City and the public for travel, utility purposes, and other public uses or benefits. The City expressly reserves the right to deny renewal, or terminate the permission at any time prior to expiration of the initial term or any renewal term, and require the Permittee to remove the service tunnel, or any part thereof or installation on the public place, at the Permittee's sole cost

and expense if:

A. The City Council determines by ordinance that the space occupied by the service tunnel is necessary for any public use or benefit or that the service tunnel interferes with any public use or benefit; or

B. The Director determines that use of the service tunnel has been abandoned; or

C. The Director determines that any term or condition of this ordinance has been violated, and the violation has not been corrected by the Permittee by the compliance date after a written request by the City to correct the violation (unless a notice to correct is not required due to an immediate threat to the health or safety of the public).

A City Council determination that the space is needed for, or the service tunnel interferes with, a public use or benefit is conclusive and final without any right of the Permittee to resort to the courts to adjudicate the matter.

Section 5. **Permittee's obligation to remove and restore.** If the permission granted is not renewed at the expiration of a term, or if the permission expires without an application for a new permission being granted, or if the City terminates the permission, then within 90 days after the expiration or termination of the permission, or prior to any earlier date stated in an ordinance or order requiring removal of the service tunnel, the Permittee shall, at its own expense, remove the service tunnel and all of the Permittee's equipment and property from the public place and replace and restore all portions of the public place that may have been disturbed for any part of the service tunnel in as good condition for public use as existed prior to construction of the service tunnel and in at least as good condition in all respects as the abutting portions of the public place as required by Seattle Department of Transportation (SDOT) right-of-way restoration standards.

Failure to remove the service tunnel as required by this section is a violation of Chapter 15.90 of the Seattle Municipal Code (SMC) or successor provision; however, applicability of Chapter 15.90 does not eliminate any remedies available to the City under this ordinance or any other authority. If the Permittee does not timely fulfill its obligations under this section, the City may in its sole discretion remove the service tunnel

and restore the public place at the Permittee's expense and collect such expense in any manner provided by law.

Upon the Permittee's completion of removal and restoration in accordance with this section, or upon the City's completion of the removal and restoration and the Permittee's payment to the City for the City's removal and restoration costs, the Director shall then issue a certification that the Permittee has fulfilled its removal and restoration obligations under this ordinance. Upon prior notice to the Permittee and entry of written findings that it is in the public interest, the Director may, in the Director's sole discretion, conditionally or absolutely excuse the Permittee from compliance with all or any of the Permittee's obligations under this section.

Section 6. Repair or reconstruction. The service tunnel shall remain the exclusive responsibility of the Permittee and the Permittee shall maintain the service tunnel in good and safe condition for the protection of the public. The Permittee shall not reconstruct or repair the service tunnel except in strict accordance with plans and specifications approved by the Director. The Director may, in the Director's judgment, order the service tunnel reconstructed or repaired at the Permittee's cost and expense: because of the deterioration of the service tunnel; because of the installation, construction, reconstruction, maintenance, operation, or repair of any municipally-owned public utilities; or for any other cause.

Section 7. Failure to correct unsafe condition. After written notice to the Permittee and failure of the Permittee to correct an unsafe condition within the time stated in the notice, the Director may order the service tunnel be removed at the Permittee's expense if the Director deems that the service tunnel creates a risk of injury to the public. If there is an immediate threat to the health or safety of the public, a notice to correct is not required.

Section 8. Continuing obligations. Notwithstanding termination or expiration of the permission granted, or removal of the service tunnel, the Permittee shall remain bound by all of its obligations under this ordinance until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance, or the Seattle City Council passes a new ordinance to renew the permission granted and/or establish a new term. Notwithstanding the issuance of that certification,

the Permittee shall continue to be bound by the obligations in Section 9 of this ordinance and shall remain liable for any unpaid fees assessed under Section 15 and Section 17 of this ordinance.

Section 9. **Release, hold harmless, indemnification, and duty to defend.** The Permittee, by accepting the terms of this ordinance, releases the City, its officials, officers, employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense, attorneys' fees, or damages of every kind and description arising out of or by reason of the service tunnel or this ordinance, including but not limited to claims resulting from injury, damage, or loss to the Permittee or the Permittee's property.

The Permittee agrees to at all times defend, indemnify, and hold harmless the City, its officials, officers, employees, and agents from and against all claims, actions, suits, liability, loss, costs, expense, attorneys' fees, or damages of every kind and description, excepting only damages that may result from the sole negligence of the City, that may accrue to, be asserted by, or be suffered by any person or property including, without limitation, damage, death, or injury to members of the public or to the Permittee's officers, agents, employees, contractors, invitees, tenants, tenants' invitees, licensees, or successors and assigns, arising out of or by reason of:

A. The existence, condition, construction, reconstruction, modification, maintenance, operation, use, or removal of the service tunnel, or any portion thereof, or the use, occupation, or restoration of the public place or any portion thereof by the Permittee or any other person or entity;

B. Anything that has been done or may at any time be done by the Permittee by reason of this ordinance; or

C. The Permittee failing or refusing to strictly comply with every provision of this ordinance; or arising out of or by reason of the service tunnel or this ordinance in any other way.

If any suit, action, or claim of the nature described above is filed, instituted, or begun against the City, the Permittee shall upon notice from the City defend the City, with counsel acceptable to the City, at the sole cost and expense of the Permittee, and if a judgment is rendered against the City in any suit or action, the

Permittee shall fully satisfy the judgment within 90 days after the action or suit has been finally determined, if determined adversely to the City. If it is determined by a court of competent jurisdiction that Revised Code of Washington (RCW) 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or result from the concurrent negligence of the City, its agents, contractors, or employees, and the Permittee, its agents, contractors, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Permittee or the Permittee's agents, contractors, or employees.

Section 10. **Insurance.** For as long as the Permittee exercises any permission granted by this ordinance and until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own expense, insurance and/or self-insurance that protects the Permittee and the City from claims and risks of loss from perils that can be insured against under commercial general liability (CGL) insurance policies in conjunction with:

A. Construction, reconstruction, modification, operation, maintenance, use, existence, or removal of the service tunnel, or any portion thereof, as well as restoration of any disturbed areas of the public place in connection with removal of the service tunnel;

B. The Permittee's activity upon or the use or occupation of the public place described in Section 1 of this ordinance; and

C. Claims and risks in connection with activities performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements are CGL insurance written on an occurrence form at least as broad as the Insurance Services Office (ISO) CG 00 01. The City requires insurance coverage to be placed with an insurer admitted and licensed to conduct business in Washington State or with a surplus lines carrier pursuant to chapter 48.15 RCW. If coverage is placed with any other insurer or is partially or wholly self-insured, such insurer(s) or self-insurance is subject to approval by the City's Risk Manager.

Minimum limits of liability shall be \$5,000,000 per Occurrence; \$10,000,000 General Aggregate; \$5,000,000 Products/Completed Operations Aggregate, including Premises Operations; Personal/Advertising Injury; Contractual Liability. Coverage shall include “The City of Seattle, its officers, officials, employees and agents” as additional insureds for primary and non-contributory limits of liability subject to a Separation of Insureds clause.

Within 60 days after the effective date of this ordinance, the Permittee shall provide to the City, or cause to be provided, certification of insurance coverage including an actual copy of the blanket or designated additional insured policy provision per the ISO CG 20 12 endorsement or equivalent. The insurance coverage certification shall be delivered or sent to the Director or to SDOT at an address as the Director may specify in writing from time to time. The Permittee shall provide a certified complete copy of the insurance policy to the City promptly upon request.

If the Permittee is self-insured, a letter of certification from the Corporate Risk Manager may be submitted in lieu of the insurance coverage certification required by this ordinance, if approved in writing by the City’s Risk Manager. The letter of certification must provide all information required by the City’s Risk Manager and document, to the satisfaction of the City’s Risk Manager, that self-insurance equivalent to the insurance requirements of this ordinance is in force. After a self-insurance certification is approved, the City may from time to time subsequently require updated or additional information. The approved self-insured Permittee must provide 30 days’ prior notice of any cancellation or material adverse financial condition of its self-insurance program. The City may at any time revoke approval of self-insurance and require the Permittee to obtain and maintain insurance as specified in this ordinance.

In the event that the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall maintain in effect the insurance required under this section until the Director has approved the assignment or transfer pursuant to Section 14 of this ordinance.

Section 11. **Contractor insurance.** The Permittee shall contractually require that any and all of its

contractors performing work on any premises contemplated by this permit name “The City of Seattle, its officers, officials, employees and agents” as additional insureds for primary and non-contributory limits of liability on all CGL, Automobile and Pollution liability insurance and/or self-insurance. The Permittee shall also include in all contract documents with its contractors a third-party beneficiary provision extending to the City construction indemnities and warranties granted to the Permittee.

Section 12. **Performance bond.** Within 60 days after the effective date of this ordinance, the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond executed by a surety company authorized and qualified to do business in the State of Washington, in the amount of \$90,000 and conditioned with a requirement that the Permittee shall comply with every provision of this ordinance and with every order the Director issues under this ordinance. The Permittee shall ensure that the bond remains in effect until the Director has issued a certification that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance. An irrevocable letter of credit approved by the Director in consultation with the City Attorney’s Office may be substituted for the bond. In the event that the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall maintain in effect the bond or letter of credit required under this section until the Director has approved the assignment or transfer pursuant to Section 14 of this ordinance.

Section 13. **Adjustment of insurance and bond requirements.** The Director may adjust minimum liability insurance levels and surety bond requirements during the term of this permission. If the Director determines that an adjustment is necessary to fully protect the interests of the City, the Director shall notify the Permittee of the new requirements in writing. The Permittee shall, within 60 days of the date of the notice, provide proof of the adjusted insurance and surety bond levels to the Director.

Section 14. **Consent for and conditions of assignment or transfer.** When the Property is transferred, the permission granted by this ordinance shall be assignable and transferable by operation of law pursuant to Section 20 of this ordinance. Continued occupation of the right-of-way constitutes the Permittee’s acceptance

of the terms of this ordinance, and the new owner shall be conferred with the rights and obligations of the Permittee by this ordinance. Other than a transfer to a new owner of the Property, the Permittee shall not transfer, assign, mortgage, pledge, or encumber the same without the Director's consent, which the Director shall not unreasonably refuse. The Director may approve assignment or transfer of the permission granted by this ordinance to a successor entity only if the successor or assignee has provided, at the time of the assignment or transfer, the bond and certification of insurance coverage required under this ordinance, and has paid any fees due under Section 15 and Section 17 of this ordinance. Upon the Director's approval of an assignment or transfer, the rights and obligations conferred on the Permittee by this ordinance shall be conferred on the successors and assigns. Any person or entity seeking approval for an assignment or transfer of the permission granted by this ordinance shall provide the Director with a description of the current and anticipated use of the service tunnel.

Section 15. **Inspection fees.** The Permittee shall, as provided by Chapter 15.76 SMC or successor provision, pay the City the amounts charged by the City to inspect the service tunnel during construction, reconstruction, repair, annual safety inspections, and at other times deemed necessary by the City. An inspection or approval of the service tunnel by the City shall not be construed as a representation, warranty, or assurance to the Permittee or any other person as to the safety, soundness, or condition of the service tunnel. Any failure by the City to require correction of any defect or condition shall not in any way limit the responsibility or liability of the Permittee. The Permittee shall pay the City the amounts charged by the City to review the inspection reports required by Section 16 of this ordinance.

Section 16. **Inspection reports.** The Permittee shall submit to the Director, or to SDOT at an address specified by the Director, an inspection report that:

- A. Describes the physical dimensions and condition of all load-bearing elements;
- B. Describes any damages or possible repairs to any element of the service tunnel;
- C. Prioritizes all repairs and establishes a timeframe for making repairs; and

D. Is stamped by a professional structural engineer licensed in the State of Washington.

A report meeting the foregoing requirements shall be submitted within 60 days after the effective date of this ordinance; subsequent reports shall be submitted every two years, provided that, in the event of a natural disaster or other event that may have damaged the service tunnel, the Director may require that additional reports be submitted by a date established by the Director. The Permittee has the duty of inspecting and maintaining the service tunnel. The responsibility to submit structural inspection reports periodically or as required by the Director does not waive or alter any of the Permittee's other obligations under this ordinance. The receipt of any reports by the Director shall not create any duties on the part of the Director. Any failure by the Director to require a report, or to require action after receipt of any report, shall not waive or limit the obligations of the Permittee.

Section 17. **Annual fee.** Beginning on the effective date of this ordinance the Permittee shall pay an Issuance Fee, and annually thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the Director, an Annual Renewal Fee, and an Annual Use and Occupation Fee of \$10,996.85, or as adjusted annually thereafter, for the privileges granted by this ordinance.

Adjustments to the Annual Use and Occupation Fee shall be made in accordance with a term permit fee schedule adopted by the City Council and may be made every year. In the absence of a schedule, the Director may only increase or decrease the previous year's fee to reflect any inflationary changes so as to charge the fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee by the percentage change between the two most recent year-end values available for the Consumer Price Index for the Seattle-Tacoma-Bellevue Area, All Urban Consumers, All Products, Not Seasonally Adjusted. Permittee shall pay any other applicable fees, including fees for reviewing applications to renew the permit after expiration of the first term. All payments shall be made to the City Finance Director for credit to the Transportation Fund.

Section 18. **Compliance with other laws.** The Permittee shall construct, maintain, and operate the service tunnel in compliance with all applicable federal, state, County, and City laws and regulations. Without

limitation, in all matters pertaining to the service tunnel, the Permittee shall comply with the City’s laws prohibiting discrimination in employment and contracting including Seattle’s Fair Employment Practices Ordinance, Chapter 14.04 SMC, and Fair Contracting Practices Code, Chapter 14.10 SMC (or successor provisions).

Section 19. Acceptance of terms and conditions. The Permittee shall provide evidence of insurance coverage required by Section 10 of this ordinance, the bond as required by Section 12 of this ordinance, and the covenant agreement required by Section 20 of this ordinance within 60 days after the effective date of this ordinance. Continued occupation of the right-of-way constitutes the Permittee’s acceptance of the terms of this ordinance.

Section 20. Obligations run with the Property. The obligations and conditions imposed on the Permittee by and through this ordinance are covenants that run with the land and bind subsequent owners of the property adjacent to the service tunnel and legally described in Section 1 of this ordinance (the “Property”), regardless of whether the Director has approved assignment or transfer of the permission granted herein to such subsequent owner(s). At the request of the Director, the Permittee shall provide to the Director a current title report showing the identity of all owner(s) of the Property and all encumbrances on the Property. The Permittee shall, within 60 days of the effective date of this ordinance, and prior to conveying any interest in the Property, deliver to the Director upon a form to be supplied by the Director, a covenant agreement imposing the obligations and conditions set forth in this ordinance, signed and acknowledged by the Permittee and any other owner(s) of the Property and recorded with the King County Recorder’s Office. The Director shall file the recorded covenant agreement with the City Clerk. The covenant agreement shall reference this ordinance by its ordinance number. At the request of the Director, Permittee shall cause encumbrances on the Property to be subordinated to the covenant agreement.

Section 21. Repeal of Section 8 of Ordinance 123918. Section 8 of Ordinance 123918 is repealed.

Section 22. Section titles. Section titles are for convenient reference only and do not modify or limit the

text of a section.

Section 23. 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)

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Seattle Department of Transportation	Amy Gray	Christie Parker

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE granting Fred Hutchinson Cancer Center permission to continue maintaining and operating an existing service tunnel under and across Eastlake Avenue East, north of Aloha Street; repealing Section 8 of Ordinance 123918; and providing for the acceptance of the permit and conditions.

Summary and Background of the Legislation:

This legislation allows Fred Hutchinson Cancer Center to continue maintaining and operating the existing service tunnel under and across Eastlake Avenue East, north of Aloha Street. The service tunnel permit is for a period of 20 years, commencing on the effective date of the ordinance. The legislation specifies the conditions under which permission is granted.

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

Expenditure Change (\$); General Fund	2024	2025 est.	2026 est.	2027 est.	2028 est.
Expenditure Change (\$); Other Funds	2024	2025 est.	2026 est.	2027 est.	2028 est.

Revenue Change (\$); General Fund	2024	2025 est.	2026 est.	2027 est.	2028 est.
Revenue Change (\$); Other Funds	2024	2025 est.	2026 est.	2027 est.	2028 est.
	Annual Fee: \$10,996.85	TBD	TBD	TBD	TBD

Number of Positions	2024	2025 est.	2026 est.	2027 est.	2028 est.

Total FTE Change	2024	2025 est.	2026 est.	2027 est.	2028 est.

3.b. Revenues/Reimbursements

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

Anticipated Revenue/Reimbursement Resulting from This Legislation:

Fund Name and Number	Dept	Revenue Source	2024 Revenue	2025 Estimated Revenue
Transportation Fund (13000)	SDOT	Annual Fee	\$10,996.85	TBD
TOTAL			\$10,996.85	TBD

Revenue/Reimbursement Notes:

The 2024 fee is based on the 2024 land value as assessed by King County.

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.

No.

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.

No.

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

If the legislation is not enacted by City Council, the City of Seattle will not receive the 2024 fee of \$10,996.85 and future annual fees.

4. OTHER IMPLICATIONS

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

N/A

- 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, the Fred Hutchinson Cancer Center property legally described in Section 1 of the Council Bill.
- c. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**
- i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**
This legislation renews the term permit for an existing pedestrian tunnel. The legislation does not impact vulnerable or historically disadvantaged communities.
 - 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.**
This legislation is not likely to increase or decrease carbon emissions in a material way.
 - ii. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle’s resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**
This legislation will not increase or decrease Seattle’s ability to adapt to climate change in a material way.
- 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?

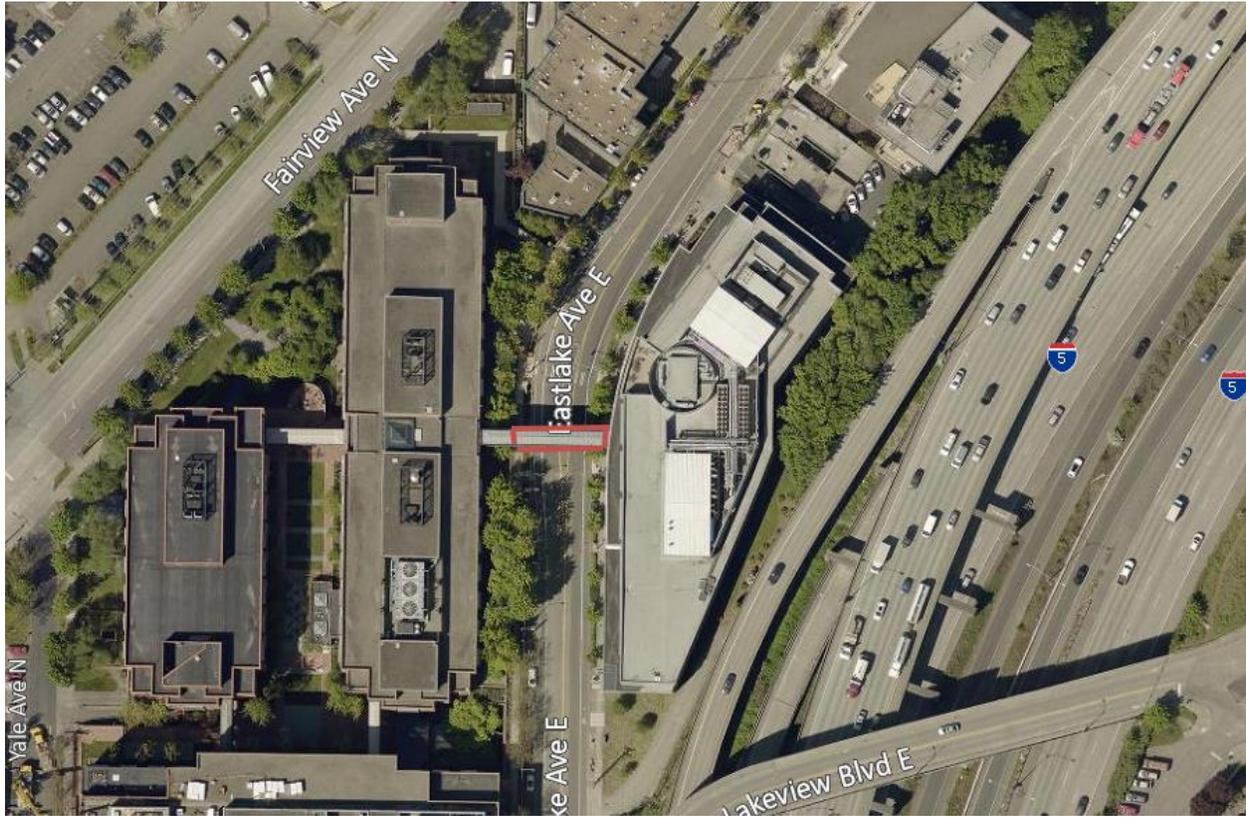
- Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?**
- If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?**
- Does this legislation create a non-utility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

6. ATTACHMENTS

Summary Attachments:

- Summary Attachment A – Fred Hutchinson Cancer Center Tunnel Area Map
- Summary Attachment B – Fred Hutchinson Cancer Center Tunnel Photo
- Summary Attachment C – Fred Hutchinson Tunnel Annual Fee Assessment

Fred Hutchinson Cancer Center Tunnel Area Map



Map is for informational purposes only and is not intended to modify or supplement the legal description(s) in the Ordinance.

Fred Hutchinson Cancer Center Tunnel Photo



STREET USE ANNUAL FEE ASSESSMENT

Date: 12/21/2023

<p>Summary: Land Value: \$575/SF 2024 Permit Fee: \$10,996.85</p>
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I. Property Description:

An existing service tunnel under across Eastlake Avenue East, north of Aloha Street. The service tunnel provides a connection between the Fred Hutchison Cancer Center Weintraub Building and 1100 Eastlake Avenue East Building. The service tunnel total area is 850 square feet.

Applicant:

Fred Hutchinson Cancer Center

Abutting Parcels, Property Size, Assessed Value:

2024

Parcel 2163901105; Lot size: 42,054
Tax year 2024 Appraised Land Value \$24,181,000 (\$575/sq ft)

Parcel 1984200455; Lot size: 177,682
Tax year 2024 Appraised Land Value \$102,167,100 (\$575/sq ft)

II. Annual Fee Assessment:

The 2024 permit fee is calculated as follows:

$(\$575/\text{SF}) \times (850 \text{ SF}) \times (30\%) \times (7.5\%) = \$10,996.85$ where 30% is the degree of alienation for below-grade tunnel and 7.5% is the annual rate of return.

Fee methodology authorized under Ordinance 123485, as amended by Ordinances 123585, 123907, and 124532.